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B

LEGAL NOTICES

WETLIKE

**PART 2
DEEL 2**

KENNISGEWINGS

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



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Case No. 684/99

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

**In the matter between: NORTHERN PROVINCE DEVELOPMENT CORPORATION LIMITED, Plaintiff, and
MASHIHLE MAXON LEHLALEROA, Defendant**

In pursuance of a judgment of the above Honourable Court, and a warrant of execution, the undermentioned property will be sold by public auction by the Sheriff, Sekhukhune, on 31 January 2003 at 11:00 at the Magistrate's Offices, Praktiseer, to the highest bidder, with reserve:

Certain: Portion 2024 A, in the Township of Tubatse, extent 762 (seven hundred and sixty two) square metres, District Praktiseer, held by Deed of Grant Number TG2797/92LB (hereinafter referred to as the "Property").

The following information is given in respect of the improvements, although the correctness of same cannot be guaranteed: "A shop" consisting of two rooms. One suitable for a reception and the other a storage room.

The material conditions of the sale are:

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

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

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

2.2 the conditions of the Deed of Grant, and

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

Dated at Polokwane on the 3rd day of January 2003.

Jacques Horak, Horak de Bruin Oberholzer Incorporated, 27 Joubert Street, Pietersburg, 0699. (Ref. Mr Horak/AR/9660.)

Case No. 17539/2002

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between: BOE BANK LIMITED, Execution Creditor, and Q-PRO DEVELOPMENTS BK, Execution Debtor

In terms of a judgment of the High Court of South Africa (Transvaal Provincial Division) and a writ of attachment in the above-mentioned matter, a sale by public auction will be held on Wednesday, 22nd of January 2003 at 10h00 by the Sheriff of Polokwane (Pietersburg), upon conditions which may be inspected at the office of the said Sheriff at 66 Platinum Street, Ladine, Pietersburg and which will be read out by the auctioneer at the time of the sale of the property owned by the Defendants at 66 Platinum Street, Ladine, Pietersburg:

Certain: Erf 2927, situated in the town Bendor, Extension 30, Registration Division L.S., Northern Province, in extent 434 (four hundred and thirty-four) square metres, held by Deed of Transfer T18710/98, known as 2A Pierre Street, Bendor, Pietersburg, consisting of vacant lot.

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

Dated at Pretoria on this 18th day of November 2002.

Attorneys for Execution Creditor, Werner van Rensburg Attorneys, 193 Blackwood Street, Arcadia (P.O. Box 2702), Pretoria, 0001. [Tel. (012) 343-4522.] [Fax (012) 343-6369.] (Ref. 50931/mh/WVR.)

NORTH WEST NOORDWES

Case Number: 21145/02

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and SAMUEL SELLO MODISE, Defendant

A sale in execution will be held at the Magistrate's Court, Cnr Nelson Mandela Drive & Kloppe Street, Rustenburg on 24 January 2003 at 10h00:

Erf 506, Boitekong Township, Registration Division JQ, Provinsie of North West, measuring 281 (two hundred and eighty one) square metres, held by Certificate of Ownership TE66417/95.

Subject to the conditions stated therein and specially subject to the reservation of mineral rights.

The following information is furnished, though in this regard nothing is guaranteed: House consisting of 2 bedrooms, bathroom, kitchen and lounge.

Terms: The Conditions of the sale will be read immediately prior to the sale. The Conditions may be inspected at Van Velden-Duffey Inc, 2nd Floor, Biblio Plaza, Nelson Mandela Drive, Rustenburg. Deposit of 10% of the purchase price in cash or bank guaranteed cheque 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 of the Supreme Court, Rustenburg within fourteen (14) days after the sale.

Dated at Rustenburg on 20 November 2002.

Van Velden-Duffey Inc, C/o Macroberts, 23rd Floor, SAAU Building, c/o Andries & Schoeman Str, Pretoria. [Tel: (014) 592-1135.] (Ref: IK/Mrs T Coetzee/IA0208.)

Case number: 24258/02

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

In the matter between ABSA BANK LIMITED, Plaintiff, and MOKWENA ISAAC MOTHUPI, Defendant

A sale in execution will be held at the Magistrate's Court, Cnr Nelson Mandela Drive & Klopper Street, Rustenburg on 24 January 2003 at 10h00:

Erf 11119 in the Town Boitekong Extension 10, Registration Division JQ, Province of North West, measuring 203 (two hundred and three) square metres, held by Deed of Transfer T155811/2000.

Subject to the conditions stated therein and specially subject to the reservation of mineral rights.

The following information is furnished, though in this regard nothing is guaranteed: House consisting of 2 bedrooms, bathroom, kitchen and lounge.

Terms: The Conditions of the sale will be read immediately prior to the sale. The Conditions may be inspected at Van Velden-Duffey Inc, 2nd Floor, Biblio Plaza, Nelson Mandela Drive, Rustenburg. Deposit of 10% of the purchase price in cash or bank guaranteed cheque 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 of the Supreme Court, Rustenburg within fourteen (14) days after the sale.

Dated at Rustenburg on 21 November 2002.

Van Velden-Duffey Inc, C/o MacRoberts, 23rd Floor, SAAU Building, C/o Andries & Schoeman Str, Pretoria. [Tel: (014) 592-1135.] (Ref: IK/Mrs Coetzee/IA0203.)

Case Number: 26868/02

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

In the matter between ABSA BANK LIMITED, Plaintiff, and NKOSINATHI KLEINBOI DASTILE, Defendant

A sale in execution will be held at the Magistrate Court, Cnr Nelson Mandela Drive & Klopper Street, Rustenburg on 24 January 2003 at 10h00:

Erf 506 Boitekong Township, Registration Division JQ, Province of North West, measuring 281 (two hundred and eighty one) square metres, held by Certificate of Ownership TE66417/95.

Subject to the conditions stated therein and specially subject to the reservation of mineral rights.

The following information is furnished, though in this regard nothing is guaranteed: House consisting of 2 bedrooms, bathroom, kitchen and lounge.

Terms: The Conditions of the sale will be read immediately prior to the sale. The Conditions may be inspected at Van Velden-Duffey Inc, 2nd Floor, Biblio Plaza, Nelson Mandela Drive, Rustenburg. Deposit of 10% of the purchase price in cash or bank guaranteed cheque 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 of the Supreme Court Rustenburg within fourteen (14) days after the sale.

Dated at Rustenburg on 21 November 2002.

Van Velden-Duffey Inc, C/o Macroberts, 23rd Floor, SAAU Building, C/o Andries & Schoeman Str, Pretoria. [Tel: (014) 592-1135.] (Ref: IK/Mrs T Coetzee/IA0245.)

Case Number: 15774/02

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

In the matter between: ABSA BANK LIMITED, Plaintiff, and M F MOTSHWANEDI, Defendant

In execution of a Judgment of the Magistrate Court of Rustenburg a sale will be held on 24 January 2003 at the Magistrate Court, Nelson Mandela Drive & Klopper Streets, Rustenburg, by the Sheriff of the Magistrate Court, Rustenburg at 10:00 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 627, in the Township Boitekong, Registration Division JQ, Province of North West.

Measuring: 273 square metres, held by Deed of Transfer T88110/96.

The following information is furnished, though in this regard nothing is guaranteed:

House consisting of 2 bedrooms, 1 bathroom, kitchen and lounge.

Terms: The sale is without reserve. Deposit of 10% of the purchase price in cash or bank guaranteed cheque 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, Rustenburg within fourteen (14) days after the sale.

Conditions: The Conditions of Sale may be inspected at the offices of the Sheriff of the Magistrate Court, Rustenburg or at Van Velden-Duffey Inc, 2nd Floor, Biblio Plaza, Nelson Mandela Drive, Rustenburg.

Dated at Rustenburg on 20 November 2002.

Van Velden-Duffey Inc, 2nd Floor, Biblio Plaza, Nelson Mandela Drive, Rustenburg. Ref: IK/T. Coetzee/IA0188. Tel: 014-5921135.

Case Number: 18993/02

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

In the matter between: ABSA BANK LIMITED, Plaintiff, and ZOLILE IRVAN MAGUGA, Defendant

A sale in execution will be held at the Magistrate Court, Bafokeng in Tlhabane on 24 January 2003 at 11h00:

Site 3625, situated in the Township Meriting, Unit 3, District Bafokeng, Registration Division JQ, Province of North West.

Measuring: 273 (two hundred and seventy three) square meters.

Held by: Deed of Grant TG97285/97.

Subject to the conditions stated therein and specially subject to the reservation of mineral rights.

The following information is furnished, though in this regard nothing is guaranteed: House consisting of 2 bedrooms, bathroom, kitchen and lounge.

Terms: The Conditions of the sale will be read immediately prior to the sale. The Conditions may be inspected at Van Velden-Duffey Inc, 2nd Floor, Biblio Plaza, Nelson Mandela Drive, Rustenburg. Deposit of 10% of the purchase price in cash or bank guaranteed cheque 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 of the Supreme Court, Bafokeng within fourteen (14) days after the sale.

Dated at Rustenburg on 14 November 2002.

Van Velden-Duffey Inc, C/o MacRoberts, 23rd Floor, SAAU Building, c/o Andries- & Schoeman Str, Pretoria. Ref: IK/ Mrs T Coetzee/IA0210. Tel: 014-5921135.

Case Number: 10682/02

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

In the matter between: ABSA BANK LIMITED, Plaintiff, and G K MOTHIBEDI, Defendant

A sale in execution will be held at the Magistrate Court, Bafokeng in Tlhabane on 24 January 2003 at 11h00:

Erf 823, Meriting 1, District Bafokeng, Registration Division JQ, Province of North West.

Measuring: 183 (one hundred and eighty three) square meters.

Held by: Deed of Grant TG102324/98.

Subject to the conditions stated therein and specially subject to the reservation of mineral rights.

The following information is furnished, though in this regard nothing is guaranteed: House consisting of 2 bedrooms, bathroom, kitchen and lounge.

Terms: The Conditions of the sale will be read immediately prior to the sale. The Conditions may be inspected at Van Velden-Duffey Inc, 2nd Floor, Biblio Plaza, Nelson Mandela Drive, Rustenburg. Deposit of 10% of the purchase price in cash or bank guaranteed cheque 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 of the Supreme Court, Bafokeng within fourteen (14) days after the sale.

Dated at Rustenburg on 14 November 2002.

Van Velden-Duffey Inc, C/o MacRoberts, 23rd Floor, SAAU Building, c/o Andries- & Schoeman Str, Pretoria. Ref: IK/ Mrs T Coetzee/IA0172. Tel: 014-5921135.

Case Number: 271/02

IN THE SUPREME COURT OF SOUTH AFRICA
(Bophuthatswana Provincial Division)**In the matter between: ABSA BANK LIMITED, Plaintiff, and J M TJALE, Defendant**

A sale in execution will be held at the Magistrate Court, Bafokeng in Tlhabane on 24 January 2003 at 11h00:

Site 3367, in the Township Meriting, District Bafokeng, Registration Division JQ, Province of North West.

Measuring: 289 (two hundred and eighty nine) square meters.

Held by: Deed of Grant TG3854/96.

Subject to the conditions stated therein and specially subject to the reservation of mineral rights.

The following information is furnished, though in this regard nothing is guaranteed: House consisting of 2 bedrooms, bathroom, kitchen and lounge.

Terms: The Conditions of the sale will be read immediately prior to the sale. The Conditions may be inspected at Van Velden-Duffey Inc, 2nd Floor, Biblio Plaza, Nelson Mandela Drive, Rustenburg. Deposit of 10% of the purchase price in cash or bank guaranteed cheque 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 of the Supreme Court, Bafokeng within fourteen (14) days after the sale.

Dated at Rustenburg on 14 November 2002.

Van Velden-Duffey Inc, C/o Van Onselen & Van Rooyen, 9 Proctor Avenue, c/o Sheppard Str, Mafikeng. Ref: IK/ Mrs T Coetzee/IA0151. Tel: 014-5921135.

Case Number: 23829/02

IN THE SUPREME COURT OF SOUTH AFRICA
(Transvaal Provincial Division)**In the matter between: ABSA BANK LIMITED, Plaintiff, and MADIMETJA ISAAC BANDA, Defendant**

A sale in execution will be held at the Magistrate Court, Bafokeng in Tlhabane on 24 January 2003 at 11h00:

Site 479, in the Township Meriting-1, District Bafokeng, Registration Division JQ, Province of North West.

Measuring: 288 (two hundred and eighty eight) square meters.

Held by: Deed of Grant TG66909/99.

Subject to the conditions stated therein and specially subject to the reservation of mineral rights.

The following information is furnished, though in this regard nothing is guaranteed: House consisting of 2 bedrooms, bathroom, kitchen and lounge.

Terms: The Conditions of the sale will be read immediately prior to the sale. The Conditions may be inspected at Van Velden-Duffey Inc, 2nd Floor, Biblio Plaza, Nelson Mandela Drive, Rustenburg. Deposit of 10% of the purchase price in cash or bank guaranteed cheque 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 of the Supreme Court, Bafokeng within fourteen (14) days after the sale.

Dated at Rustenburg on 14 November 2002.

Van Velden-Duffey Inc, C/o MacRoberts, 23rd Floor, SAAU Building, c/o Andries- & Schoeman Str, Pretoria. Ref: IK/ Mrs T Coetzee/IA0238. Tel: 014-5921135.

Saak Nr: 359/02

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VRYBURG GEHOU TE VRYBURG

**In die saak tussen: BOE BANK BEPERK, h/a NBS BANK, Eiser, en NZIMENI JAN QALINGA,
Eerste Verweerder, KEETUMETSE GLADYS QALINGA, Tweede Verweerder**

Ter uitvoering van 'n uitspraak van die Landdroshof van die distrik van Vryburg gehou te Vryburg in bogemelde saak, sal 'n verkoping om 10h00 op Vrydag, die 24ste dag van Januarie 2003 gehou word voor die Hoofingang Landdroskantoor (Hofgebou), De Kockstraat, Vryburg op voorwaardes wat ten tye van die verkoping deur die afslaer voorgelees sal word, van die volgende eiendom van die Verweerders naamlik:

Nommer 1.

Sekere: Erf 2549, Huhudi, Vryburg.

Geleë: In die dorpsgebied Huhudi, Vryburg, Afdeling in Noordwes Provinsie.

Groot: 338 (driehonderd agt en dertig) vierkante meter.

Gehou: Kragtens Sertifikaat van Geregistreerde Huurpag Nr TL2/1989 en welke erf bekend staan as Pitsostraat 2549, Huhudi, Vryburg.

Verbeterings: Geliewe kennis te neem dat Erf 2549, aansluit met Erf 2550.

Nommer 2:

Sekere: Erf 2550, Huhudi, Vryburg.

Geleë: In die dorpsgebied Huhudi, Vryburg, Afdeling in Noordwes Provinsie.

Groot: 338 (driehonderd agt en dertig) vierkante meter.

Gehou: Kragtens Sertifikaat van Geregistreerde Huurpag Nr TL3/1989 en welke erf bekend staan as Pitsstraat 2550, Huhudi, Vryburg.

Verbeterings: 1 x woning met 4 x slaapkamers, 2 x badkamers met toilet, 1 x oopplan sitkamer, eetkamer & TV Kamer, 1 x kombuis.

Buitegeboue: 1 x garage, 1 x toilet, 1 x stoorkamer.

Buite: Woning met omhein met draad.

Terme: Die koper sal 10% van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju. Die balans moet verseker word deur 'n Bank- of Bougenootskapwaarborg binne 14 (veertien) dae na afloop van die veiling.

Die Voorwaardes van die verkoping kan in die kantoor van die Balju tydens kantoorure besigtig word.

Gedateer te Vryburg op hierdie 2de dag van Desember 2002.

Abel Bester Ing, De Kockstraat 25, Vryburg, 8601.

Die Balju, Vryburg.

Saak Nr. 2385/02

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VRYBURG GEHOU TE VRYBURG

In die saak tussen FIRSTRAND BANK LIMITED, Eiser, en JOACHIM MARTHINUS STEYN, Verweerder

Ter uitvoering van 'n uitspraak van die Landdroshof van die distrik van Vryburg gehou te Vryburg in bogemelde saak, sal 'n verkoping om 10h00 op Vrydag, die 24ste dag van Januarie 2003 gehou word voor die Hoofingang Landdroskantoor (Hofgebou), De Kockstraat, Vryburg op voorwaardes wat ten tye van die verkoping deur die afslaer voorgelees sal word, van die volgende eiendom van die Verweerder naamlik:

Sekere: Gedeelte 23 van die plaas Bernauw 674, geleë in die Registrasie Afdeling in provinsie Noordwes, groot 17,1306 (sewentien komma een drie nul ses) hektaar, gehou kragtens Transportakte Nr. T927/1998 en welke erf bekend is as Bernauw, Plot 23, Vryburg.

Verbeterings: 1 x woning bestaan uit 4 x slaapkamers, 3 x badkamers met 1 x stort, 1 x aparte toilet, 1 x sitkamer, 1 x eetkamer, 2 x TV/gesinskamer, 1 x kombuis, 1 x opwaskamer, 1 x spens.

Buitegeboue: 3 x stoorkamers (twee groot en een klein), 2 x geboude voëlhokke (een groot en een klein), 1 x lapa, 1 x swembad met braaigeriewe, 1 x stort en wasbak, 1 x geboude koelkamer.

Buite: 1 x toegeruste boorgat en eiendom is omhein met draad.

Terme: Die koper sal 10% van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg binne 14 (veertien) dae na afloop van die veiling.

Die voorwaardes van die verkoping kan in die kantoor van die Balju tydens kantoorure besigtig word.

Gedateer te Vryburg op hierdie 2de dag van Desember 2002.

Die Balju, Vryburg.

Abel Bester Ing., De Kockstraat 25, Vryburg, 8601.

Saak Nr. 583/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN SCHWEIZER RENEKE GEHOU TE SCHWEIZER RENEKE

In die saak tussen LS FINANCE (PTY) LTD, Eiser, en N. M. LEPHOLLETSE, Verweerder

Ingevolge 'n uitspraak van die bovermelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 2 Oktober 2002 sal die volgende onroerende eiendom in eksekusie verkoop word op die 7 Februarie 2003 om 12h00 aan die hoogste bieder en wel deur die Balju voor die Landdroskantoor te Schweizer Reneke:

1. Erf 391, geleë te Ipelegeng, Schweizer-Reneke.

2. Erf 366, geleë te Ipelegeng, Schweizer-Reneke.

3. Erf 507, geleë te Ipelegeng, Schweizer-Reneke.

4. Erf 4887, geleë te Ipelegeng, Schweizer-Reneke.

Verkoopsvoorwaardes:

1. Die eiendom sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van Artikel 66 van die Landdroshowewet Wet 32 van 1944, soos gewysig en die regte van die Verbandhouders en aan ander voorkeur skuldeisers.

2. 10% van die koopprys sal betaalbaar wees in kontant, direk na die veiling en die balans betaalbaar wees deur middel van 'n bankwaarborg gelewer te word aan die Prokureurs, Mnr De Kock & Duffey, binne 21 (een en twintig) dae na datum van veiling, betaalbaar teen registrasie van transport op naam van koper.

3. Die volledige verkoopsvoorwaardes wat voor die verkoping deur die Balju uitgelees sal word, lê ter insae by die Landdroskantoor, asook by die kantoor van die Balju, mnr H J Boonzaaiër Homanstraat, Schweizer-Reneke.

4. Die eiendom word verkoop onderworpe aan die terme voorwaardes en beperkings soos neergelê in die titelvoorwaardes daarvan en die koper sal verantwoordelik wees vir betaling van alle transportkoste, hereregte en enige ander bykomstige onkoste.

Geteken te Schweizer-Reneke op hede die 3de dag van Desember 2002.

G. J. Olivier, De Kock & Duffey, Bothastraat (Posbus 37), Schweizer-Reneke, 2780.

Saak Nr. 322/02

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KOSTER GEHOU TE KOSTER

In die saak tussen KGETLENRIVIER PLAASLIKE MUNISIPALITEIT, Eiser, en R M M RAMADIE, Verweerder

Ingevolge 'n vonnis van die Landdroshof van Koster en ter uitvoerlegging daarvan kragtens 'n lasbrief vir eksekusie, sal die ondervermelde eiendom op 31 Januarie 2003 om 11h00 te Landdroskantoor Koster per publieke veiling verkoop word aan die hoogste bieder onderhewig aan die volgende voorwaardes, naamlik:

(a) Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieder en die veiling sal onderworpe wees aan voorwaardes van Artikel 66 van die Wet op Landdroshowe, onderhewig verder aan die goedkeuring van die Eerste Verbandhouer, geen, 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 balans koopprys tesame met rente soos hieronder uiteengesit per jaar tot datum van registrasie van transport, sal binne 21 (een en twintig) dae na datum van verkoop, betaal of gewaarborg word deur 'n goed-gekeurde bank- of bougenootskapwaarborg.

(c) Die verbeteringe wat beweer op die eiendomme te wees word nie in gewaarborg nie.

(d) Die voorwaardes van die verkoping in eksekusie mag gedurende kantoorure by die kantoor van die Landdroskantoor te Koster, nagesien word.

Beskrywing van die eiendom:

1. Saak Nr. 322/02.

Vonnisskuldenaar: RUTH MMAWESE MAMANKI RAMADI.

Eiendom: Erf 1, Koster (beter bekend as Noordstraat 2, Koster), grootte 2 855 (tweeëuisend agthonderd vyf en vyftig) vkm, Registrasieafdeling JP, Noordwes Provinsie, gehou kragtens Akte van Transport T34531/2000.

Geteken te Koster op hede die 8ste dag van November 2002.

M A S Pretorius, Weiss Ing., Eiser se Prokureurs, Jamesonstraat 6, Koster, 0348. (Verw. fp/MR0067.)

Saak Nr. 309/02

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KOSTER GEHOU TE KOSTER

In die saak tussen KOSTER PLAASLIKE OORGANGSRAAD (nou KGETLENRIVIER PLAASLIKE MUNISIPALITEIT, Eiser, en GROUP 10 HOUSING WESTERN TRANSVAAL (PTY) LTD, Verweerder

Ingevolge 'n vonnis van die Landdroshof van Koster en ter uitvoerlegging daarvan kragtens 'n lasbrief vir eksekusie, sal die ondervermelde eiendom op 31 Januarie 2003 om 11h00 te Landdroskantoor Koster per publieke veiling verkoop word aan die hoogste bieder onderhewig aan die volgende voorwaardes, naamlik:

(a) Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieder en die veiling sal onderworpe wees aan voorwaardes van Artikel 66 van die Wet op Landdroshowe, onderhewig verder aan die goedkeuring van die Eerste Verbandhouer, geen, 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 balans koopprys tesame met rente soos hieronder uiteengesit per jaar tot datum van registrasie van transport, sal binne 21 (een en twintig) dae na datum van verkoop, betaal of gewaarborg word deur 'n goed-gekeurde bank- of bougenootskapwaarborg.

(c) Die verbeteringe wat beweer op die eiendomme te wees word nie in gewaarborg nie.

(d) Die voorwaardes van die verkoping in eksekusie mag gedurende kantoorure by die kantoor van die Landdroskantoor te Koster, nagesien word.

Beskrywing van die eiendom:

1. Saak Nr. 309/02.

Vonnisskuldenaar: **GROUP 10 HOUSING WESTERN TRANSVAAL (PTY) LTD.**

Eiendom: Erf 491, Koster (beter bekend as Van Heerdenstraat 11, Koster), grootte 1 380 (eenduisend driehonderd en tagtig) vkm, Registrasie Afdeling JP, Noordwes Provinsie, gehou kragtens Akte van Transport T66671/1995.

Geteken te Koster op hede die 11de dag van November 2002.

M A S Pretorius, Weiss Ing., Eiser se Prokureurs, Jamesonstraat 6, Koster, 0348. (Verw. fp/MG0019.)

Saak Nr. 1559/22

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KOSTER GEHOU TE KOSTER

In die saak tussen KGETLENRIVIER PLAASLIKE MUNISIPALITEIT, Eiser, en P VAN BILJON, Verweerder

Ingevolge 'n vonnis van die Landdroshof van Koster en ter uitvoerlegging daarvan kragtens 'n lasbrief vir eksekusie, sal die ondervermelde eiendom op 31 Januarie 2003 om 11h00 te Landdroskantoor Koster per publieke veiling verkoop word aan die hoogste bieder onderhewig aan die volgende voorwaardes, naamlik:

(a) Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieder en die veiling sal onderworpe wees aan voorwaardes van Artikel 66 van die Wet op Landdroshowe, onderhewig verder aan die goedkeuring van die Eerste Verbandhouer, geen, 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 balans koopprys tesame met rente soos hieronder uiteengesit per jaar tot datum van registrasie van transport, sal binne 21 (een en twintig) dae na datum van verkoop, betaal of gewaarborg word deur 'n goed-gekeurde bank- of bougenootskapwaarborg.

(c) Die verbeteringe wat beweer op die eiendomme te wees word nie in gewaarborg nie.

(d) Die voorwaardes van die verkoping in eksekusie mag gedurende kantoorure by die kantoor van die Landdroskantoor te Koster, nagesien word.

Beskrywing van die eiendom:

1. Saak Nr. 1559/00.

Vonnisskuldenaar: **PETRUS VAN BILJON.**

Eiendom: Erf 359, Koster (beter bekend as Railwayweg 27, Noordstraat 2, Koster), grootte 3 091 (drieduisend een en negentig) vkm, Registrasieafdeling JP, Noordwes Provinsie, gehou kragtens Akte van Transport T10086/1982.

Geteken te Koster op hede die 8ste dag van November 2002.

M A S Pretorius, Weiss Ing., Eiser se Prokureurs, Jamesonstraat 6, Koster, 0348. (Verw. fp/MV0009.)

Saak Nr. 309/02

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KOSTER GEHOU TE KOSTER

In die saak tussen KOSTER PLAASLIKE OORGANGSRAAD (nou KGETLENRIVIER PLAASLIKE MUNISIPALITEIT, Eiser, en GROUP 10 HOUSING WESTERN TRANSVAAL (PTY) LTD, Verweerder

Ingevolge 'n vonnis van die Landdroshof van Koster en ter uitvoerlegging daarvan kragtens 'n lasbrief vir eksekusie, sal die ondervermelde eiendom op 31 Januarie 2003 om 11h00 te Landdroskantoor Koster per publieke veiling verkoop word aan die hoogste bieder onderhewig aan die volgende voorwaardes, naamlik:

(a) Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieder en die veiling sal onderworpe wees aan voorwaardes van Artikel 66 van die Wet op Landdroshowe, onderhewig verder aan die goedkeuring van die Eerste Verbandhouer, geen, 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 balans koopprys tesame met rente soos hieronder uiteengesit per jaar tot datum van registrasie van transport, sal binne 21 (een en twintig) dae na datum van verkoop, betaal of gewaarborg word deur 'n goed-gekeurde bank- of bougenootskapwaarborg.

(c) Die verbeteringe wat beweer op die eiendomme te wees word nie in gewaarborg nie.

(d) Die voorwaardes van die verkoping in eksekusie mag gedurende kantoorure by die kantoor van die Landdroskantoor te Koster, nagesien word.

Beskrywing van die eiendom:

1. Saak Nr. 309/02.

Vonnisskuldenaar: **GROUP 10 HOUSING WESTERN TRANSVAAL (PTY) LTD.**

Eiendom: Erf 490, Koster (beter bekend as Van Heerdenstraat 9, Koster), grootte 1 380 (eenduisend driehonderd en tagtig) vkm, Registrasie Afdeling JP, Noordwes Provinsie, gehou kragtens Akte van Transport T66671/1995.

Geteken te Koster op hede die 11de dag van November 2002.

M A S Pretorius, Weiss Ing., Eiser se Prokureurs, Jamesonstraat 6, Koster, 0348. (Verw. fp/MG0019.)

Saak No. 7009/01

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen: ABSA BANK BEPERK, Vonnisskuldeiser, en WARREN, EDWARD JAMES, Eerste Vonnisskuldenaar, en WARREN, FLORENCE NORA, Tweede Vonnisskuldenaar

In uitvoering van 'n vonnis in die Landdroshof van Krugersdorp en 'n lasbrief vir Eksekusie sal die ondervermelde eiendom op die 29ste Januarie 2003 om 10h00, te die Balju se Kantore 22B Ockersestraat, Krugersdorp aan die hoogste bieder geregtelik verkoop word, naamlik:

Gedeelte 21 van die plaas Reydal No. 165, bekend as Plot 21, Reydal.

Verbeteringe: Huis bestaan uit: *Gebou 1:* Sitkamer, gesinskamer, eetkamer, twee badkamers, vier slaapkamers, gang, kombuis onder sinkdak. *Gebou 2:* Woonstel bestaande uit een sitkamer, een kombuis, twee slaapkamers, een badkamer. *Gebou 3:* Woonstel bestaande uit een slaapkamer, een kombuis en een badkamer. *Buitegeboue:* 4 motorhuise, een boorgat (niks is gewaarborg nie).

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots sonder reserwe verkoop word aan die hoogste bieder.
2. Die koopprijs is betaalbaar by wyse van 'n deposito van 10% (tien persent) daarvan in kontant en die balans by wyse van 'n bankwaarborg binne 14 (veertien) dae betaalbaar teen oordrag.
3. Die volledige verkoopsvoorwaardes is te die kantoor van die Balju, Krugersdorp ter insae.

Gedateer te Krugersdorp op hede die 10de dag van Desember 2002.

T. H. Kneen, vir Smith Van der Watt Ing., Voortrekkerweg 258, Monument; Posbus 399, Paardekraal 174, Krugersdorp. (Verw. H00088/Mev Strydom.)

Saaknommer: 1010/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN DELAREYVILLE GEHOU TE DELAREYVILLE

In die saak tussen: FIRSTRAND BANK BEPERK, Eksekusieskuldeiser, en PJ BUYS, h/a SILVER KOMMUNIKASIE KORPORASIE, Eerste Eksekusieskuldenaar, en MARTHINA BUYS, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Delareyville op 7 Desember 2001 sal die onderstaande eiendom om 10:00 op 29 Januarie 2003 te Landdroshof, Genl. Delareystraat, Delareyville, geregtelik verkoop word aan die hoogste bieder, naamlik:

Erf 15, geleë in die dorp Delareyville, Registrasie Afdeling I.Q., Provinsie Noordwes, groot 1983,0000 vierkante meter, Akte van Transport T100236/1995, geregistreer op naam van 2de Verweerder, geleë aan Visagiestraat, Delareyville.

Verbandhouer: Firstrand Bank Beperk.

Terme:

(1) Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe Nr. 32 van 1944, die eiendom is onverbeter, word voetstoots verkoop. 10% (tien persent) deposito in kontant of bankgewaarborgde tjek by toeslaan van bod. Balans koopsom plus rente betaalbaar teen datum van Transport, verseker deur 'n bank- of bougenootskapwaarborg wat aan die Balju gelewer moet word binne 14 (veertien) dae vanaf datum van verkoping.

(2) Verkoping is onderhewig aan Art 66 van bovermelde wet.

(3) Volledige veilingsvoorwaardes sal uitgelees word voor aanvang van veiling en lê voor die tyd ter insae in kantoor van Balju van Landdroshof, Delareyville, en in kantoor van ondergetekende.

Geteken te Delareyville op die 13de dag van Desember 2002.

Herman du Plessis en Seun, Eiser se Prokureurs, Genl. Delareystraat 28, Delareyville. [Tel. (053) 948-0912/3.] (Verw. HT du Plessis.)

Case No. 26868/02

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

In the matter between: ABSA BANK LIMITED, Plaintiff, and NKOSINATHI KLEINBOI DASTILE, Defendant

A sale in execution will be held at the Magistrate's Court, Cnr Nelson Mandela Drive & Klopper Street, Rustenburg on 24 January 2003 at 10h00:

Erf 9625, Boitekong Extension 3 Township, Registration Division JQ, Province of North West, measuring 300 (three hundred) square meters, held by Deed of Transfer T117850/97.

Subject to the conditions stated therein and specially subject to the reservation of mineral rights.

The following information is furnished, though in this regard nothing is guaranteed: House consisting of 2 bedrooms, bathroom, kitchen and lounge.

Terms: The Conditions of sale will be read immediately prior to the sale. The Conditions may be inspected at Van Velden-Duffey Inc., 2nd Floor, Biblio Plaza, Nelson Mandela Drive, Rustenburg. Deposit of 10% of the purchase price in cash or bank-guaranteed cheque 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 and to be furnished to the Sheriff of the Supreme Court, Rustenburg within fourteen (14) days after the sale.

Dated at Rustenburg on 21 November 2002.

Van Velden-Duffey Inc., c/o MacRoberts, 23rd Floor, SAAU Building, c/o Andries and Schoeman Str, Pretoria. [Tel. (014) 592-1135.] (Ref. IK/Mrs T Coetzee/IA0245.)

Saak No. 756/02

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen: THE THEKWINI FUND 1 LIMITED, Eiser, en MARTHINUS LOURENS FERREIRA, Verweerder

Kragtens 'n Vonnis gedateer 3-09-2002 en 'n Lasbrief vir Eksekusie van bogemelde Agbare Hof gedateer 16-09-02, sal die ondergemelde eiendom per publieke veiling verkoop word op Vrydag, 24 Januarie 2003 om 10:00 voor die Landdroskantore, Hoofingang, De Kockstraat, Vryburg onderhewig aan die verkoopsvoorwaardes wat deur die Balju van Vryburg voorgelees sal word voordat die veiling 'n aanvang neem, welke Verkoopsvoorwaardes inspekteer kan word by die kantore van die Balju van Kimberley en by die kantoor van die Prokureurs wat namens die Eiser optree, die eiendom/me synde:

Erf 3125, geleë in die stad en Distrik van Vryburg, Noord Wes Provinsie, groot 1 225 (een duisend twee honderd vyf en twintig) vierkante meter.

Geregistreer in naam van die Verweerder en bekend as Hartbeeslaan 20, Vryburg, Noord Wes Provinsie.

Voorwaardes:

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

2. Afslaerskommissie is deur die koper betaalbaar as volg: Teen 5% op die 1ste R30 000,00 van die opbrengs van die verkoping en daarna teen 3% op die balans koopprijs met 'n maksimum afslaerskommissie van R7 000,00 en 'n minimum afslaerskommissie van R300,00. Die afslaerskommissie is betaalbaar op datum van veiling tesame met alle agterstallige en uitstaande belastinge en heffings.

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

Engelsman, Benade & Van der Walt Ing., Prokureurs vir Eiser, Du Toitspanweg 80, Kimberley, 8301. (Verw. Mnr Erasmus/wb/AT.58/A12046.)

Case No. 2742/2002

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and ALFRED REMBULUWANI RAMUNASI, Defendant

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Acting Sheriff of the High Court, Mankwe/Madikwe/Bafokeng at the Magistrate's Court, Bafokeng/Thlabane on Friday, 24 January 2003 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 of the High Court, Mankwe/Madikwe/Bafokeng at Shop Nos. 32 and 33 Thlabane Shopping Centre, Cell No. 082 371 6657:

Erf 877, Meriteng 1 Township, Registration Division J.Q., Province of North-West, measuring 240 square metres, held by virtue of Deed of Grant No. TG128498/98.

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 lounge, kitchen, 2 bedrooms, bathroom/toilet.

Dated at Pretoria on 11 December 2003.

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 HA6541.)

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

The Judgment Creditor in the undermentioned is: PEOPLES BANK LIMITED.

In pursuance of a judgment in the Magistrate's Court for the District of Rustenburg and a writ of execution thereto, the following property will be sold in execution on Friday, 24th January 2003 by public auction to the highest bidder, namely:

1. Case No: 21770/02.**Judgment Debtor: Mr P. NAANE.**

Property: Section No. 1, as shown and more fully described on Sectional Plan No. SS263/98, in the scheme known as Benonistraat 27, in respect of the land and building or buildings situate at Remaining Extent of Portion 1 of Erf 548, in the Town Rustenburg, Local Authority: Rustenburg Transitional Local Council, of which section the floor area, according to the said sectional plan is 122 (one hundred and twenty two) 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, also known as No. 1, Benonistraat 27, Rustenburg, held by Deed of Transfer No. ST139544/1998;

an exclusive use area described as S (STOEP), measuring 34 (thirty four) square metres being as such part of the common property, comprising the land and the scheme known as Benonistraat 27, in respect of the land and building or buildings situate on Remaining Extent of Portion 1 of Erf 548 in the Town Rustenburg, Local Authority: Rustenburg Transitional Local Council, as shown and more fully described on Sectional Plan No. SS263/98, held by Notarial Deed of Cession of Right to Exclusive Use Area No. SK6460/98.

Improved property: There is said to be erected 1 flat consisting of: 3 bedrooms, 1 bathroom, 1 lounge, 1 kitchen, 1 dining room, 1 toilet and 1 lean-to.

To be sold at: The Sheriff of the Magistrate's Court, Smuts Avenue, Rustenburg.

Time: 12h00.

2. Case No: 19685/02.**Judgment Debtors: Mr GA and Mrs KD MOSEKI.**

Property: Section No. 2, as shown and more fully described on Sectional Plan No. SS385/99, in the scheme known as Reitzstraat 78A, in respect of the land and building or buildings situate at Portion 4 of Erf 472, in the Town Rustenburg, Local Authority: Rustenburg Transitional Local Council of which section the floor area, according to the said sectional plan is 57 (fifty seven) 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, also known as No. 2, Reitzstraat 78A, Rustenburg, held under Deed of Transfer No. ST101428/99.

Improved property: There is said to be erected 1 flat consisting of: 3 bedrooms, 1 bathroom, 1 lounge, 1 kitchen and 1 toilet.

To be sold at: The Sheriff of the Magistrate's Court, Smuts Avenue, Rustenburg.

Time: 12h00.

3. Case No: 21196/02.**Judgment Debtor: Mr MT MAKGALE.**

Property: Erf 4978, situate in the Township Geelhoutpark Extension 9, Registration Division J.Q., Province North West, also known as 68 Seventh Avenue, Geelhoutpark Extension 9, Rustenburg, measuring 253 (two hundred and fifty three) square metres, held under Deed of Transfer No: T126116/98.

Improved property: There is said to be erected 1 dwelling house consisting of: 2 bedrooms, 1 bathroom with toilet, 1 kitchen, 1 lounge.

To be sold at: The Sheriff of the Magistrate's Court, Smuts Avenue, Rustenburg.

Time: 12h00.

4. Case No: 21084/02.**Judgment Debtors: Mr RM and Mrs VC VISAGIE.**

Property: Erf 187, situate in the Township Boitekong, Registration Division J.Q., Province North West, also known as Erf 187, Boitekong, Rustenburg, measuring 294 (two hundred and ninety four) square metres, held under Deed of Transfer No.: T121386/1997.

Improved property: There is said to be erected 1 dwelling house consisting of: 2 bedrooms, 1 lounge, 1 bathroom with toilet and 1 kitchen.

To be sold at: The Sheriff of the Magistrate's Court, Smuts Avenue, Rustenburg.

Time: 12h00.

5. Case No: 22058/02.**Judgment Debtors: Mr CJ and Mrs A KHUMALO.**

Property: Erf 1215, situate in the Township Tlhabane West, Registration Division J.Q., Province North West, also known as Erf 1215, Tlhabane West, measuring 278 (two hundred and seventy eight) square metres, held under Deed of Transfer No.: T57862/99.

Improved property: There is said to be erected 1 dwelling house consisting of 2 bedrooms, 1 lounge, 1 kitchen and 1 bathroom with toilet.

To be sold at: The Sheriff of the Magistrate's Court, Smuts Avenue, Rustenburg.

Time: 12h00.

Subject to the following conditions, namely that:

(a) The property/grant of leasehold shall be sold "voetstoots" and without reserve to the highest bidder and the sale be subject to the conditions of Section 66 of the Magistrate's Court Act, to the approval of the first mortgagor NEDCOR BANK LIMITED and to the conditions of the sale in execution.

(b) 10% (ten percent) of the purchase price will be paid in cash to the Judgment Creditor directly after the balance of the purchase price plus interest thereon on date of transfer, secured by an approved bank of building society guarantee within 21 (twenty one) days from the date of sale.

(c) The improvements alleged to be affixed to the property are not guaranteed.

(d) The conditions of the sale in execution (which must be signed directly after the sale) may be inspected during office hours at the office of the Deputy Sheriff: Magistrate's Court, Smuts Avenue, Rustenburg.

Signed at Rustenburg on this 9th day of December 2002.

G. C. van der Merwe, for Immelman Visagie & Van der Merwe Inc., 57 Berg Street, Rustenburg, 0299; P.O. Box 673, Rustenburg, 0300. [Tel: (014) 592-9315/6.] (Ref: VAN DER MERWE/GG.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BAFOKENG HELD AT TLHABANE**The Judgment Creditor in the undermentioned is: PEOPLES BANK LIMITED.**

In pursuance of a judgment in the Magistrate's Court at Tlhabane and a writ of execution thereto, the following property will be sold in execution on Friday, 24th January 2003 by public auction to the highest bidder, namely:

1. Case No: 7164/2002.**Judgment Debtor: Mr JB MODISE (Mortgage Bond Acc No: 8307 2177 00101).**

Property: Erf 341, situate in the Township of Meriting X1, District of Bafokeng, Registration Division J.Q., Province of North West, also known as Erf 341, Meriting X1, District of Bafokeng, measuring 220 (two hundred and twenty) square metres, held by Deed of Grant No. TG23126/1998.

Improved property: There is said to be erected 1 dwelling house consisting of: 2 bedrooms, 1 bathroom with toilet, 1 lounge and 1 kitchen.

To be sold at: The Magistrate's Court, Tlhabane.

Time: 10h00.

2. Case No: 7168/2002.**Judgment Debtor: Mr SM DLAMINI (Mortgage Bond Acc No: 8419589500101).**

Property: Erf 3619, situate in the Township of Meriting X3, District of Bafokeng, Registration Division J.Q., Province North West, also known as Erf 3619, Meriting X3, District of Bafokeng, measuring 273 (two hundred and seventy three) square metres, held by Deed of Grant No. TG114968/2001.

Improved property: There is said to be erected 1 dwelling house consisting of: 2 bedrooms, 1 bathroom with toilet, 1 lounge and 1 kitchen.

To be sold at: The Magistrate's Court, Tlhabane.

Time: 10h00.

3. Case No: 7766/02.**Judgment Debtor: Mr MP MAETELETSA (Mortgage Bond Acc: 8311 9631 00101).**

Property: Erf 301, situate in the Township of Meriting X1, District of Bafokeng, Registration Division J.Q., Province North West, also known as Erf 301, Meriting X1, District of Bafokeng, measuring 266 (two hundred and sixty six) square metres, held by Deed of Grant No. TG113072/1998.

Improved property: There is said to be erected 1 dwelling house consisting of: 2 bedrooms, 1 bathroom with toilet, 1 lounge and 1 kitchen.

To be sold at: The Magistrate's Court, Tlhabane.

Time: 10h00.

4. Case No: 7767/2002.**Judgment Debtor: Mr AS KGWADI (Mortgage Bond Acc No.: 8312 1196 00101).**

Property: Erf 517, situate in the Township of Meriteng X1, District of Bafokeng, Registration Division J.Q., Province North West, also known as Erf 517, Meriteng X1, District of Bafokeng, measuring 215 (two hundred and fifteen) square metres, held by Deed of Grant No. TG 147328/1998.

Improved property: There is said to be erected 1 dwelling house consisting of: 2 bedrooms, 1 bathroom with toilet, 1 lounge and 1 kitchen.

To be sold at: The Magistrate's Court, Tlhabane.

Time: 10h00.

5. Case No: 7765/2002.**Judgment Debtor: Mr WB MDUKAZA (Mortgage Bond Acc: 8312016600101).**

Property: Erf 2909, situate in the Township of Meriteng X3, District of Bafokeng, Registration Division J.Q., Province North West, also known as Erf 2909, Meriteng X3, District of Bafokeng, measuring 273 (two hundred and seventh three) square metres, held by Deed of Grant No. TG148654/1998.

Improved property: There is said to be erected 1 dwelling house consisting of: 2 bedrooms, 1 bathroom with toilet, 1 lounge and 1 kitchen.

To be sold at: The Magistrate's Court, Tlhabane.

Time: 10h00.

6. Case No: 7619/2002.**Judgment Debtor: Mr J MEDUPE (Mortgage Bond Acc: 83076971 00101).**

Property: Erf 327, situate in the Township Meriteng X1, District of Bafokeng, Registration Division J.Q., Province North West, also known as Erf 327, Meriteng X1, District of Bafokeng, measuring 220 (two hundred and twenty) square metres, held by Deed of Grant No. TG29787/1998.

Improved property: There is said to be erected 1 dwelling house consisting of: 2 bedrooms, 1 bathroom with toilet, 1 lounge and 1 kitchen.

To be sold at: The Magistrate's Court, Tlhabane.

Time: 10h00.

Subject to the following conditions, namely that:

(a) The property/grant of leasehold shall be sold "voetstoots" and without reserve to the highest bidder and the sale be subject to the conditions of Section 66 of the Magistrate's Court Act, to the approval of the first mortgager PEOPLES BANK LIMITED and to the conditions of the sale in execution.

(b) 10% (ten percent) of the purchase price will be paid in cash to the Judgment Creditor directly after the balance of the purchase price plus interest thereon on date of transfer, secured by an approved bank of building society guarantee within 21 (twenty one) days from the date of sale.

(c) The improvements alleged to be affixed to the property are not guaranteed.

(d) The conditions of the sale in execution (which must be signed directly after the sale) may be inspected during office hours at the office of the Magistrate's Court, Motsatsi Street, Tlhabane.

Signed at Rustenburg on this 9th day of December 2002.

G. C. van der Merwe, for Immelman Visagie & Van der Merwe Inc., 57 Berg Street, Rustenburg, 0299; P.O. Box 673, Rustenburg, 0300. [Tel: (014) 592-9315/6.] (Ref: VAN DER MERWE/GG.)

Saak No. 52/2002**IN DIE LANDDROSHOF VIR DIE DISTRIK VAN POTCHEFSTROOM GEHOU TE FOCHVILLE****In die saak tussen ABSA BANK BEPERK, Eiser, en RICHARD BOIKI MOAGI, 1ste Verweerder, en KELETLHOKHE DORIS MOAGI, 2de Verweerder**

Ingevolge 'n vonnis van die bogenoemde Agbare Hof gedateer 30ste Julie 1999 en 'n daaropvolgende Lasbrief vir Eksekusie uitgereik deur die bogemelde Hof, sal die ondervermelde eiendom op die 17de Januarie 2003 om 10:00 te Fochville Landdroshof, aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 1261, geleë in die dorpsgebied Wedela, Registrasie Afdeling I.Q., provinsie Noordwes, groot 300 (driehonderd) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag No. TL68381/88, geleë te 1261 Wedela.

Waarop onder andere die volgende verbeterings opgerig is, tewete 'n woonhuis. Geen waarborg word egter gegee ten opsigte van die voorgaande beskrywing of verbeterings nie.

Voorwaardes:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van die Landdroshowe Wet (No. 32 van 1944) en Reëls daarkragtens uitgevaardig.

2. 'n Deposito van R5 000,00 (vyfduisend rand) of 10% (tien persent) van die koopprys, welke bedrag ookal die meeste is, is onmiddellik na afhandeling van die verkoping aan die Balju betaalbaar in kontant of per bankgewaarborgde tjek. Die balans van die koopprys plus enige rente betaalbaar, moet in kontant teen transport van die eiendom in die naam van die koper betaal word.

3. Die bedrag waarop die bod op die koper toegeslaan word, sluit nie belasting in terme van Wet 89 van 1991 (B.T.W.) in nie. Sodanige belasting, indien toepaslik, sal teen die voorgeskrewe koers bereken word op die bedrag van die koper se aanbod, en die somtotaal van dié bedrae sal die koopprys daarstel wat deur die koper betaalbaar is.

4. Die koper sal verantwoordelik wees vir alle oordragkoste, kommissie betaalbaar aan die Balju en uitstaande munisipale belastinge en heffings van toepassing op die eiendom.

5. Die verkoping is verder onderhewig aan die volledige verkoopvoorwaardes (wat na die veiling geteken moet word) wat ter insae is gedurende kantoorure by die kantoor van die Balju, Fochville, en by die prokureurs vir die Eiser.

Datum: 19/11/2002.

J N H Laage, vir Laage, Schoeman & Stadler Ingelyf, Prokureurs vir die Eiser, Montaltogebou, Palladiumstraat 4, Posbus 854, Carltonville, 2500. [Tel. (018) 787-2157.] (Verw. J N H Laage/UM/B 853.)

Saak No. 2311/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN POTCHEFSTROOM GEHOU TE FOCHVILLE

**In die saak tussen ABSA BANK BEPERK, Eiser, en DAVID SELEBALO KOTSEDI, 1ste Verweerder, en
THANDIWE CAROLINE KOTSEDI, 2de Verweerder**

Ingevolge 'n vonnis van die bogenoemde Agbare Hof gedateer 30ste Julie 1999 en 'n daaropvolgende Lasbrief vir Eksekusie uitgereik deur die bogemelde Hof, sal die ondervermelde eiendom op die 17de Januarie 2003 om 10:00 te Fochville Landdroshof, aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 3220, geleë in die dorpsgebied Wedela, Registrasie Afdeling I.Q., provinsie Noordwes, groot 295 (tweehonderd vyf en negentig) vierkante meter, gehou kragtens Sertifikaat van Geregistreeerde Huurpag No. TL51824/90, geleë te 3220 Giraffestraat, Wedela.

Waarop onder andere die volgende verbeterings opgerig is, tewete 'n woonhuis. Geen waarborg word egter gegee ten opsigte van die voorgaande beskrywing of verbeterings nie.

Voorwaardes:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van die Landdroshowe Wet (No. 32 van 1944) en Reëls daarkragtens uitgevaardig.

2. 'n Deposito van R5 000,00 (vyfduisend rand) of 10% (tien persent) van die koopprys, welke bedrag ookal die meeste is, is onmiddellik na afhandeling van die verkoping aan die Balju betaalbaar in kontant of per bankgewaarborgde tjek. Die balans van die koopprys plus enige rente betaalbaar, moet in kontant teen transport van die eiendom in die naam van die koper betaal word.

3. Die bedrag waarop die bod op die koper toegeslaan word, sluit nie belasting in terme van Wet 89 van 1991 (B.T.W.) in nie. Sodanige belasting, indien toepaslik, sal teen die voorgeskrewe koers bereken word op die bedrag van die koper se aanbod, en die somtotaal van dié bedrae sal die koopprys daarstel wat deur die koper betaalbaar is.

4. Die koper sal verantwoordelik wees vir alle oordragkoste, kommissie betaalbaar aan die Balju en uitstaande munisipale belastinge en heffings van toepassing op die eiendom.

5. Die verkoping is verder onderhewig aan die volledige verkoopvoorwaardes (wat na die veiling geteken moet word) wat ter insae is gedurende kantoorure by die kantoor van die Balju, Fochville, en by die prokureurs vir die Eiser.

Datum: 18/11/2002.

J N H Laage, vir Laage, Schoeman & Stadler Ingelyf, Prokureurs vir die Eiser, Montaltogebou, Palladiumstraat 4, Posbus 854, Carltonville, 2500. [Tel. (018) 787-2157.] (Verw. J N H Laage/UM/A487.)

Saak No. 12638/2002

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KRUGERSDORP GEHOU TE KRUGERSDORP

**In die saak tussen ABSA BANK BEPERK, Vonnisskuldeiser, en
MPE JOHN SIDIKATHABA, Vonnisskuldenaar**

In uitvoering van 'n vonnis in die Landdroshof van Krugersdorp en 'n Lasbrief vir Eksekusie, sal die ondervermelde eiendom op die 29ste Januarie 2003 om 10:00 te Balju Kantore, Krugersdorp, aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 321, Dan Pienaarville Uitbreiding 1 Dorpsgebied, bekend as Van Ryneveldstraat 16, Dan Pienaarville Uitbr. 1.

Verbeteringe: 'n Gewone huis met buitegeboue (niks is gewaarborg nie).

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots sonder reserwe verkoop word aan die hoogste bieder.

2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) daarvan in kontant en die balans by wyse van 'n bankwaarborg binne 14 (veertien) dae betaalbaar teen oordrag.

3. Die volledige verkoopvoorwaardes is te die kantoor van die Balju, Krugersdorp, ter insae.

Gedateer te Krugersdorp op hede die 17de dag van Desember 2002.

T H Kneen, vir Smith Van der Watt Ing, Voortrekkerweg 258, Monument; Posbus 399, Paardekraal, 174, Krugersdorp.
(Verw. E351/mev Strydom.)

Saak No. 323/02

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN DELAREYVILLE GEHOU TE DELAREYVILLE

**In die saak tussen NWK BEPERK, Eksekusieskuldeiseer, en
JOHANNES FRANCOIS DU TOIT, Eksekusieskuldenaar**

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Delareyville op 24 April 2002, sal die onderstaande eiendomme om 10:00 op 28 Januarie 2003, op die plaas Klipdrift, Sannieshof Distrik, geregteik verkoop word aan die hoogste bieder, naamlik:

Die eiendomme wat verkoop word beskryf as:

1. Resterende Gedeelte van Gedeelte 3 van die plaas Klipdrift 335, Registrasie Afdeling I.O., Provinsie Noordwes, groot 134,0711 hektaar.

2. Gedeelte 16 van die plaas Klipdrift 335, Registrasie Afdeling I.O., Provinsie Noordwes, groot 134,2441 hektaar.

3. Gedeelte 17 van die plaas Klipdrift 335, Registrasie Afdeling I.O., Provinsie Noordwes, groot 134,0631 hektaar.

Al drie eiendomme gehou kragtens Akte van Transport T47170/1981.

4. Gedeelte 21 van die plaas Klipdrift 335, Registrasie Afdeling I.O., Provinsie Noordwes, groot 134,1514 hektaar, gehou kragtens Akte van Transport T5382/1980.

5. Gedeelte 22 van die plaas Klipdrift 335, Registrasie Afdeling I.O., Provinsie Noordwes, groot 134,1498 hektaar, gehou kragtens Akte van Transport T5383/1980.

Die eiendomme is geleë ± 4 kilometer Sannieshof-/Ottosdalpad, draai regs Rostrataville-afdraai, dan nog ± 10 kilometer.

Terme: Die belangrikste voorwaardes daarin vervat is die volgende:

(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) 10% (tien persent) deposito in kontant of bankgewaarborgde tjek by toeslaan van bod. Balans koopsom plus rente betaalbaar teen datum van Transport, wat verseker moet word deur 'n bank of bougenootskap of ander aanvaarbare waarborg wat aan die Balju gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping.

(3) Die Eiendom word verkoop onderworpe aan die bekragtiging van enige ander skuldeiser wat beskik oor 'n eis pervers tot die eis van die Eksekusieskuldeiser indien die opbrengs nie voldoende is om sodanige skuldeiser se eis ten volle te bevredig.

(4) Die volgende verbeterings is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie) woonhuis, stoor melkstal en voerkraal.

(5) Die volledige veilings voorwaardes sal uitgelees word voor die aanvang van die veiling en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof van Delareyville, en in die kantoor van die ondergetekende.

Geteken te Delareyville op die 11de dag van Desember 2002.

Herman du Plessis en Seun, Eiser se Prokureurs, Genl. Delareystraat 28, Delareyville, 2770. [Tel. (053) 948-0912/3.]
(Vearw. HT du Plessis/avw/.) (Lêer No. KL0713.)

Case No. 10718/00

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and LUNA MUZIWENYANGA ALBERT, Defendant

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit a Sale Without Reserve will be held by the Sheriff of the High Court, Potchefstroom, in front of the Main Entrance of the Magistrate's Court, Fochville, on the 24 January 2003 at 10h30, 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, Potchefstroom, at Borrius Street, Ballie Park, Potchefstroom, prior to the sale:

Erf 3464, Wedela Extension 1 Township, Registration Division I.Q., the North-West Province, measuring 228 (two hundred and twenty eight) square metres.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of lounge, dining-room, bedroom, kitchen, bathroom, toilet.

The property is zoned Residential.

Signed at Johannesburg on the 14 November 2002.

Ismail Ayob & Partners, Plaintiff's Attorneys, 41 Central Street, Houghton, 2198; Docex 11, Houghton. [Tel. No. (011) 727-5800.] [Fax No. (011) 727-5880.] (Bond Acc. No. 12448322-00101.) (Ref. L66411/PC.)

Case No. 7457/2002

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and HENDRIK PETRUS GOOSEN, ID 6101065072002, First Defendant, and ESTELLE CHRISTA GOOSEN, ID 511020076000, Bond Account Number 8154149900101, Second Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff, Rustenburg, at the Magistrate's Court, cnr Van Staden and Kloppe Streets, Rustenburg, on Friday, 31 January 2003 at 10h00.

Full conditions of sale can be inspected at the Sheriff, Rustenburg, 2nd Floor, Biblio Plaza, cnr Smit & Van Staden Streets, Rustenburg, 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 243, Proteapark Township, Registration Division J.Q., North West, measuring 1 388 square metres, also known as 7 Soetdoring Street, Proteapark, Rustenburg.

Improvements: Main building: 4 bedrooms, 2 bathrooms, 1 kitchen, 1 lounge/dining-room. *Outside building:* Garage.

Zoned: Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. No. 342-9164.) (Ref. Mr Croucamp/Dalene/E12829.)

Saak No. 20149/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KLERKSDORP GEHOU TE KLERKSDORP

**In die saak tussen N B S, 'n Divisie van BOE BANK BEPERK, Eiser, en
DALINA ELIZABETH MOUTON, Verweerder**

Geliewe kennis te neem dat, ingevolge uitspraak van bogenoemde Agbare Hof gedateer 19 Februarie 1999, en daaropvolgende Lasbrief vir Eksekusie, die hiernagemelde eiendom om 10:00 op 7 Februarie 2003 te die Balju Kantore, Leaskstraat, Klerksdorp, geregteelik verkoop sal word, naamlik:

Deel 1, soos aangetoon en vollediiger beskryf op Deelplan No. SS161/98, in die skema bekend as Villa Wilarden, ten opsigte van die grond en gebou of geboue, geleë te Boetrand Dorpsgebied, Plaaslike Bestuur: Stadsraad van Klerksdorp, 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, gehou kragtens Transportakte ST89847/98, ook bekend as Villa Wilarden Nommer 1, Randlespark, Klerksdorp.

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

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

Gedateer te Klerksdorp op hede die 18de Desember 2002.

Botha De Wet & Rood, Prokureurs vir Eiser, Regsforumgebou, Pretoriastraat 8, Klerksdorp; Posbus 33, Klerksdorp, 2570. [Tel. (018) 462-3751.] (Verw. mnr A Mitchell/HS/NB9922.)

Aan: Die Balju van die Landdroshof.

**WESTERN CAPE
WES-KAAP**

Case No. 32869/01

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

**In the matter between: HOMLYN FINANCE COMPANY (PTY) LTD, Execution Creditor, and
FRANCINA GERTRUIDA KOOPMAN, Execution Debtor**

In pursuance of a judgment granted on 18th day of September 2001, in the Wynberg Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 29th day of January 2003 at 10:00 am, at The Court House, Magistrate's Court, Vredenburg to the highest bidder:

Description: Erf 6389, Saldanha, situate in the Saldanha Municipality Division, Malmesbury, Province Western Cape.

In extent: 500 (five hundred) square metres.

Street Address: 35 Saldanha Road, Saldanha.

Improvements: A dwelling built with brick stones under an asbestos roof with 1 Kitchen, 1 laundry, 1 lounge, 2 bedrooms, 1 bathroom and 1 garage.

Held by the Execution Debtor in his/her/its name under Deed of Transfer No. T90396/93;

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

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

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

4. Transfer shall be affected by the Execution Creditor or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Vredenburg.

Dated at Cape Town this 13 December 2002.

R I Kassel, Kassel Sklaan Attorneys, Execution Creditor's Attorneys, 19th Floor, Absa Centre, 2 Riebeek Street, Cape Town; P O Box 1294, Cape Town. Tel. 021 419 7494/5, Fax 021 425 2908. 323, Cape Town. Ref: HOM1/0002/US1.

Address of Execution Debtor: Mrs Francina Gertruida Koopman of 35 Saldanha Road, Saldanha.

Case No: 20105/99

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

In the matter between NEDCOR BANK LIMITED versus NOMVUYO MARY MZILIKAZI

The following property will be sold in execution by public auction held at Mitchell's Plain Court, to the highest bidder on Tuesday, 21 January 2003 at 10.00 am:

Erf 24333, Khayelitsha, in extent 338 (Three Hundred and Thirty Eight) Square metres, held by Deed of Transfer T31924/93, situated at 69 Saturn Road, Ikwezi Park, Khayelitsha.

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: Brick building with tiled roof, garage, 3 bedrooms, cement/carpet floors, kitchen, lounge, diningroom, bathroom/toilet.

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 17,00% 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 or Building Society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 13th day of December 2002.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeek Street, Cape Town. Tel: 4069100. Ref: Mrs D Jardine/C34106.

Saak No. 678/2002

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN LADISMITH GEHOU TE LADISMITH

In die saak tussen LAND- EN LANDBOU ONTWIKKELINGSBANK VAN SUID-AFRIKA, Eksekusiekskuldeiser, en RUDOLF VOLMINK, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in die Landdroshof te Ladismith en 'n Lasbrief vir eksekusie gedateer 26 September 2002 sal die volgende eiendom verkoop word deur die Balju aan die hoogste bieder op Vrydag, 31 Januarie 2003 om 10:00 te die Landdroskantoor te Koninginstraat 57, Ladismith, Wes-Kaapprovinsie.

1. Gedeelte 116 ('n gedeelte van Gedeelte 39) van die plaas Opzoek Nr 73 in die Afdeling Ladismith, Wes-Kaapprovinsie; **Groot:** 388 vierkante meter.

2. Gedeelte 8 van die plaas Opzoek Nr 73 in die Afdeling Ladismith, Wes-Kaapprovinsie; **Groot:** 6,0243 hektaar.

3. Gedeelte 40 ('n gedeelte van Gedeelte 3) van die plaas Opzoek Nr 73 in die Afdeling Ladismith, Wes-Kaapprovinsie; **Groot:** 354 vierkante meter.

Eiendomme 1 tot 3 gehou kragtens Akte van Transport T41635/1999.

Verbeterings: 1 Woonhuis bestaande uit 3 Slaapkamers, 1 Sitkamer, 1 Eetkamer, 1 Kombuis, 2 Badkamers, 1 Motorhuis, 1 Arbeiders Woonhuis, Kraal met Afdak, Ongeveer 1 hektaar Appelkoosbome, Ongeveer 4 hektaar Weidings (4 x kampe ongeveer 1 hektaar groot), 1 Grondnam, 1 Boorgat (6 uur water beur elke 14 dae).

Eiendom is geleë ongeveer 25 km op die Ladismith/Calitzdorp pad.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder en sal onderworpe wees aan die terme en voorwaardes van die Landdroshowewet en Reëls daaronder geproklameer en van die terme van die Titellakte 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 of Afslaer en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 19% per jaar sal binne 30 dae aan die Balju betaal word of gedek word deur 'n goedgekeurde Bank- of Bougenootskapswaarborg.

3. *Voorwaardes:* Die volle voorwaardes van verkoping lê ter insae by die kantore van die Balju van Ladismith te Koningstraat 43, Ladismith, Wes-Kaapprovinsie.

Gedateer te George op hierdie 17de dag van Desember 2002.

Millers Ingelyf, Eiser se Prokureurs, Beaconhuis, Meadestraat 123, George. Verw. SVW/RC/L2835/ML1055/Z06973.

**Case No 5165/01
Box 15**

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

In the matter between: THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and FAIZEL HENDRICKS, First Execution Debtor, and SHARIFA HENDRICKS, Second Execution Debtor

In terms of a judgment granted by the High Court of South Africa (Cape of Good Hope Provincial Division) dated 6 September 2001, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held at the offices of the Sheriff at 2 Mulberry Way, Off Church Way, Strandfontein, to the highest bidder on 28 January 2003 at 12h00:

Erf 49020, Mitchells Plain in the City of Cape Town, Cape Division, Western Cape Province;

In Extent: 261 (Two Hundred and Sixty One) Square metres.

Street address: 2 Westerwyk Close, Bayview, Strandfontein.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by Public Auction and subject to the provisions and conditions of the sale which will be announced by the Sheriff of the High Court or Auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff, 2 Mulberry Way, Off Church Way, Strandfontein, and also subject to the servitudes and conditions attaching to the property contained in the relevant Title Deeds.

(2) The following information is furnished but not guaranteed: Brick building with tiled roof, partly vibre-crete fence, 3 bedrooms, cement floors, separate kitchen, lounge, bathroom and toilet.

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

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

Dated at Bellville on 13 December 2002.

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

Home Loan Account 215873254.

**Case No 8425/01
Box 15**

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

In the matter between: THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and SADAKA JACOBS, First Execution Debtor, and JULIA BROWN, Second Execution Debtor

In terms of a judgment granted by the High Court of South Africa (Cape of Good Hope Provincial Division) dated 21 January 2002, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held in front of the Magistrate's Court at Atlantis, to the highest bidder on 29 January 2003 at 09h00:

Erf 5287, Westfleur, in the Blaauwberg Municipality, Cape Division, Western Cape Province;

In Extent: 215 (Two Hundred and Fifteen) Square metres.

Street address: 138 Ardennes Crescent, Atlantis.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by Public Auction and subject to the provisions and conditions of the sale which will be announced by the Sheriff of the High Court or Auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff, 11 St John's Street, Malmesbury, and also subject to the servitudes and conditions attaching to the property contained in the relevant Title Deeds.

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

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

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

Dated at Bellville on 13 December 2002.

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

Home Loan Account 215703855.

Saaknr. 484/00

IN DIE LANDDROSHOF VIF DIE DISTRIK VAN KUILSRIVIER GEHOU TE KUILSRIVIER

**FNB HOMELOANS, a division of FIRSTRAND BANK LTD (Regno 1929/001225/06) (voorheen BOE BANK BEPERK),
Eiser, en IVAN JOHN NEFDT & MARION EMILY NEFDT, Verweerder(s)**

Eiendom geleë te: Lisboaweg 4, Denemere, Blackheath.

Ingevolge 'n Vonnis van die Landdroshof te Kuilsrivier gedateer 11 Februarie 2000 en 'n Lasbrief tot Beslaglegging van Onroerende eiendom word die eiendom hieronder beskryf, by die perseel te p/a Baljukantoor, Industriestraat 16, Kuilsrivier, per publieke veiling te koop aangebied op 27 Januarie 2003 om 09h00.

Erf: 1731, Gaylee.

Afdeling: Stellenbosch.

Groot: 259 vierkante meter.

Ook bekend as: Lisboaweg 4, Denemere, Blackheath.

Gehou kragtens Transportakte Nr T50535/99.

Voorwaardes:

1. Die eiendom sal deur die Afslaer en/of Balju Landdroshof van Kuilsrivier verkoop word aan die hoogste bieder, onderhewig aan die hernavermelde 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 verstrekk 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 17,00% 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 afslasergelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge 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, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse Ingelyf, Prokureurs vir Eiser, Sarel Cilliersstraat 1, Bellville.

Adverteerder en adres: Bill Tolken Hendrikse Ingelyf, Posbus 687, Sanlamhof, 7532.]

Datum van verwysing: 12 Desember 2002. Mev Swart/ENN656.

Case No: 2799/98

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and PETER CAROLUS ABRAHAM HENDRICKS and
LETITIA CECILIA HENDRICKS, Defendants**

The following property will be sold in execution by public auction held at 76 St Joseph Street, Stanford on Friday, 24 January 2003, at 12h00, to the highest bidder:

Erf 514, Stanford, in the Municipality of Overstrand, Division of Caledon, Province of Western Cape, in extent 362 (three hundred and sixty-two) square metres, held by Deed of Transfer No. T717/1987, situated at 76 St Joseph Street, Stanford.

1. The undermentioned dwelling without warranting the correctness thereof is comprised of: 1 x lounge, 1 x kitchen, 3 x bedrooms, 1 x bathroom, 1 x toilet.

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

3. *Conditions:* The full Conditions of Sale will be read out immediately prior to the Sale and may be inspected at the office of the Sheriff.

Heunis & Heunis Inc., Attorneys for Judgment Creditor, Alois Cilliers, 10 Huising Street, Somerset West. (Ref: F Swart/A233g.)

Case No. 618/2001

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

**In the matter between: NEDCOR BANK LIMITED, Judgment Creditor, and JAN APRIL,
1st Judgment Debtor, and LENA APRIL, 2nd Judgment Debtor**

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse, Vredenburg on 30 January 2003 at 10h15:

Erf 7478, Saldanha, situated in the Saldanha Bay Municipality, Administrative District of Malmesbury, Western Cape Province, also known as 7 Repulse Street (also known as House No. 1415), Diazville, Saldanha, in extent 279 (two hundred and seventy-nine) square metres.

Comprising of dwelling with built with cement stones under an asbestos roof with 1 kitchen, 1 lounge, 1 bedroom and an outside 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 Court for Vredenburg 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. KG Kemp/LvS/G829.) (Acc. No.: 1032015100101.)

Saak No. 484/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILSRIVIER GEHOU TE KUILSRIVIER

**Eiser: FNB HOMELOANS a division of FIRSTRAND BANK LTD (Regno 1929/001225/06) (voorheen
BOE BANK BEPERK); Verweerder(s): IVAN JOHN NEFDT & MARION EMILY NEFDT**

Ingevolge 'n Vonnis van die Landdroshof te Kuilsrivier gedateer 11 Februarie 2000 en 'n Lasbrief tot Beslaglegging van Onroerende Eiendom word die eiendom hieronder beskryf, by die perseel te p/a Baljukantoor, Industriestraat 16, Kuilsrivier, per publieke veiling te koop aangebied op 27 Januarie 2003 om 09h00.

Erf 1731, Gaylee, Afdeling Stellenbosch, groot 259 vierkante meter, ook bekend as Lisboaweg 4, Dennemere, Blackheath, gehou kragtens Transportakte Nr. T50535/99.

Voorwaardes:

1. Die eiendom sal deur die Afslaer en/of Balju, Landdroshof van Kuilsrivier verkoop word aan die hoogste bieder, 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 dit kan 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 koopprijs 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 17.00% per jaar op die balans van die koopprijs, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die Koper moet afslaersgelde op die dag van verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge 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, Kuilsrivier en by die kantoor van die ondergemelde Bill Tolken Hendrikse Ingelyf, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Gedateer op 12 Desember 2002.

Bill Tolken Hendrikse Ingelyf, Posbus 687, Sanlamhof, 7532. (Verw. MEV SWART/ENN656.)

Saak No. 23966/2001**IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MITCHELLS PLAIN GEHOU TE MITCHELLS PLAIN****In die saak tussen: ABSA BANK LIMITED en ALFONSO QUINTON JACKSON en IONA JACKSON**

Die volgende eiendom word per openbare veiling verkoop op Dinsdag 21 Januarie 2003 om 12h00 by die Baljukantore, 2 Mulberryweg, Strandfontein:

Erf 28537, Mitchells Plain, in die Stad Kaapstad, Afdeling van die Kaap, Provinsie Wes-Kaap, groot 122 (eenhonderd twee-en-twintig) vierkante meter, en geleë te 20 Three Firs Street, Eastridge, Mitchells Plain.

Verbeterings (nie gewaarborg nie): Baksteengebou, asbesdak, ten volle omhein met Vibre-crete, diefwering, 3 slaapkamers, sement vloere, kombuis, sitkamer, badkamer en toilet.

Die veilingsvoorwaardes wat van toepassing is sal voor die veiling uitgelees word en is ter insae by die Balju van die Hof bomeld en en bepaal onder andere dat:

1. Die verkoping voetstoots is aan die hoogste bieder.
2. Een-tiende van die koopprijs 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 28ste dag van November 2002.

Bornman & Hayward, High Street VIII, 2de Vloer, Rosenpark, Tygervallei. [Tel. (021) 914-6400.] (Verw. DDT/T Doyle/A0204/0375.)

Saak No. 34373/2002**IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE****In die saak tussen: ABSA BANK BEPERK, Eiser, en RISHKA HABIB, Verweerder**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 22 Oktober 2002, sal die hiernabeskrewe onroerende eiendom in eksekusie verkoop word op Dinsdag 28 Januarie 2003 om 09h00 voor die Balju-kantoor, Northumberlandweg 29, Bellville aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word.

Erf 21404, Parow, in die Stad Kaapstad, Afdeling Kaap, Provinsie van die Wes-Kaap, geleë te Rooi Elsstraat 5, Platteklouf, groot 1 160 vierkante meter, gehou kragtens Transportakte Nr. T66211/2001.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is onverbeter.

Die eiendom kan geïnspekteer word in oorleg met die Balju, Mnr I J Hugo, Northumberlandweg 29, Bellville [Tel. (021) 948-8326].

Betaalvoorwaardes: Tien persent (10%) van die koopprijs van die eiendom moet onmiddellik na die veiling tesame met die Balju-kommissie betaal word. Die balanskoopprijs is betaalbaar teen registrasie van transport tesame met rente op die volle koopprijs 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 Balju, Mnr I J Hugo, Northumberlandweg 29, Bellville [Tel. (021) 948-8326].

Gedateer op 10 Desember 2002.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/LA/A993.)

Case No. 7697/2001**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE****In the matter between: NEDCOR BANK LIMITED, Judgment Creditor, and STEPHEN EKSTEEN, 1st Judgment Debtor, and GADIJA EKSTEEN, 2nd Judgment Debtor**

The undermentioned property will be sold in execution at the Sheriff's Office, 29 Northumberland Street, Bellville on 28 January 2003 at 09h00:

Erf 26206, Bellville in the City of Cape Town, Cape Division, Western Cape Province also known as 243 Armada Crescent, Bellville South, in extent 365 (three hundred and sixty-five) square metres.

Comprising asbestos roof, brick walls, lounge, kitchen, 3 bedrooms, 1 bathroom, 1 toilet.

The Sale shall be by Public Auction without reserve to the highest bidder, subject to the Magistrates' Courts' 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, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. KG Kemp/LvS/G1216.) (Acc. No.: 2446082600101.)

Case No. 18776/02

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

**In the matter between: PEOPLES BANK BANK LIMITED, Plaintiff, and FAROUK ABRAHAMS, First Defendant, and
FALDELAH ABRAHAMS, Second Defendant**

In the above matter a sale will be held at the Sheriff's office, 2 Mulberry Way, Strandfontein on Thursday 23 January 2003 at 12:00 noon being:

Erf 11181 Mitchells Plain, situated in the City of Cape Town, Cape Division, Western Cape Province, measuring 200 square metres, also known as 9 Shackleton Street, Mitchells Plain.

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 17,00% 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, open plan kitchen, lounge, 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 Mitchells Plain South 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. PEO1/0008/H CROUS/lr.)

Saak No. 943/02

IN DIE LANDDROSHOF VIR DIE DISTRIK CERES GEHOU TE CERES

**In die saak tussen: DU TOIT BEHUISING (EDMS) BPK, Eiser, en WILLEM AARON, Eerste Verweerder, en
SUSANNA JOHANNA AARON, Tweede Verweerder**

Ingevolge 'n uitspraak in die Landdroshof Ceres en 'n Lasbrief vir Eksekusie, sal die volgende eiendom geregtelik verkoop word op Woensdag, 29 Januarie 2003 om 11h00 aan die hoogste bieder gehou by die perseel van die Verweerders:

Erf 924, Prince Alfred Hamlet, geleë in die Witzenberg Munisipaliteit, Afdeling Ceres, Wes-Kaap Provinsie, grootte 228 (tweehonderd agt-en-twintig) vierkante meter, gehou kragtens Transportakte Nr. T7425/2001, ook bekend as Witzenberglaan 16, Prince Alfred Hamlet.

Veilingsvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, die Reëls daarkragtens uitgevaardig en van die Titelbewyse van die eiendom en die eiendom sal, onderworpe aan voormelde, aan die hoogste bieder verkoop word.

2. *Betaling:* 10% van die koopsom sal kontant ten tyde van die veiling betaal word en die volledige saldo, tesame met rente daarop teen 15% per jaar ingevolge Artikel 12(10) van die Wet op Streekdiensterade, bereken op die bedrag van die Vonnisskuldeiser se eis (en indien daar enige ander voorkeurekrediteur is, is die rente ook op sodanige voorkeurekrediteur se eis betaalbaar), van die veilingsdatum tot die datum van oordrag teen registrasie van oordrag, welke bedrae deur 'n goedgekeurde waarborg van 'n Bank of Bouvereniging gesekureer moet word en binne veertien (14) dae van die veilingsdatum ingedien moet word.

3. *Voorwaardes:* Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Balju/Afslaer voorgelees word en lê ter insae in die kantoor van die Balju, sowel te die kantore van die ondertekende prokureurs vir Eiser.

Geteken te Ceres op hierdie 27ste dag van November 2002.

Rauch van Vuuren Ing., Prokureurs vir Eiser, Voortrekkerstraat 84, Ceres, 6835. [Tel. (023) 312-3152.] Posbus 79, Ceres.

Case No. 18213/2000

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 SOUTHERN AFRICA
LIMITED, Plaintiff, and LESLIE PETER SIMONS and KATHLEEN SIMONS, Defendants**

A Sale in Execution will be held on Thursday 23 January 2003 at 12h00, at the Sheriff Mitchells Plain South's offices, 2 Mulberry Way, Strandfontein, Mitchells Plain, of:

Erf 42243, Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, in extent 280 (two hundred and eighty) square metres, held under Deed of Transfer No. T67392/1998, also known as 51 Giant Castle Street, Searidge Park, Mitchells Plain.

The property is improved as follows, though in this respect nothing is guaranteed: Brick walls under asbestos roof consisting of 3 x bedrooms, kitchen, lounge, bathroom & toilet.

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

The Full Conditions of Sale may be inspected at the Sheriff for Mitchells Plain (South), at 2 Mulberry Way, Strandfontein.

Dated at Cape Town on 26 November 2002.

Burton-White, Plaintiff's Attorneys, Suite 306, Victoria Wharf Offices, Victoria & Alfred Waterfront, DX1, Waterfront. (Tel. 419-9310.) (Ref. D BURTON/mk/F1042.)

Case No. 4610/98

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and DESMOND HAWKER, Judgement Debtor

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse, Vredenburg, on 30 January 2003 at 10h00:

Erf 4972, Saldanha, situate in the Municipality Vredenburg/Saldanha, Administrative District Malmesbury, Western Cape Province, also known as 30 Haarder Street, White City, Saldanha, in extent 469 (four hundred and sixty nine) square metres, comprising a dwelling built with cement stones under an asbestos roof with 1 kitchen, 2 bedrooms, 1 lounge and an outside 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 Vredenburg 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. KG KEMP/LvS/G589.) (Acc. No. 3780375300201.)

Case No. 29455/1999

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

In the matter between RITZTRADE 167 (PTY) LTD, Plaintiff, and CARL MARITZ, Defendant

The following property will be sold in execution on 24 January 2003 at 09h00 at the Sheriff's Offices, 16 Industrie Street, Kuils River:

Erf No. 2367, Eersteriver, Stellenbosch Municipality, Division Cape, Province of the Western Cape, in extent 392 square metres, held by Deed of Transfer No T75320/1995 and situated at 11 Burkenhead Street, Eersteriver.

Improvements (not guaranteed): Two bedrooms, lounge, kitchen, bathroom and toilet, no roof.

The conditions of sale which will be read out by the Sheriff prior to the sale may be inspected at the offices of the Sheriff for Kuils River, and stipulates that:

1. The property will be sold to the highest bidder.
2. A deposit of 10 (ten) per cent of the purchase price shall be paid in cash or by bank guaranteed cheque at the time of the sale and the balance together with interest at date of registration of transfer.

Dated at Cape Town on 12 December 2002.

Jan S. de Villiers, Attorneys for Plaintiff, 16th Floor, No 1 Thibault Square, Cape Town. [Tel. (021) 405-5100.] (Ref. Ivantonder/K6787.)

Case No. 31948/2002

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

In the matter between ABSA BANK LIMITED, Plaintiff, and LEANA KRUGER, Defendant

The following property will be sold in execution on 23 January 2003 at 12h00 at 73 Florence Street, Oakdale:

Erf Number 5642, Bellville, in the Municipality at Bellville, Division Cape, Province of the Western Cape, in extent 829 square metres, held by Deed of Transfer No T95328/2000 and situated at 73 Florence Street, Oakdale.

Improvements (not guaranteed): Vibracrete ring wall, tiled roof, bricks walls, kitchen, lounge, TV room, braai, swimming pool, four bedrooms, one on suite and toilet, bathroom and toilet, single garage, granny flat (lounge, kitchen, bathroom and toilet, carport).

The conditions of sale which will be read out by the Sheriff prior to the sale may be inspected at the offices of the Sheriff for Bellville, and stipulates that:

1. The property will be sold to the highest bidder.
2. A deposit of 10 (ten) per cent of the purchase price shall be paid in cash or by bank guaranteed cheque at the time of the sale and the balance together with interest at date of registration of transfer.

Dated at Cape Town on 11 December 2002.

Jan S. de Villiers, Attorneys for Plaintiff, 16th Floor, No 1 Thibault Square, Cape Town. [Tel. (021) 405-5100.] (Ref. Ivantonder/M2217.)

Saaknr. 208/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK BREDASDORP GEHOU TE BREDASDORP

In die saak tussen: BASSON PROKUREUR, Eiser, en WILLIE HENRY JANTJIES, Verweerder

Geliewe kennis te neem dat die Balju op Vrydag, 24 Januarie 2003 om 11h00 die volgende goedere op die perseel van die Landdroskantoor te Langstraat, Bredasdorp, aan die hoogste bieder sal verkoop ingevolge 'n lasbrief en vonnis van bogemelde Agbare Hof, naamlik:

Beskrywing: Erf 3687, Bredasdorp, in die Munisipaliteit Kaap, Agulhas, Afdeling Bredasdorp, Provinsie Wes-Kaap, groot 244 vierkante meter, gehou kragtens Transportakte Nr. T31974/1998.

Die volgende inligting word aangegee, maar nie gewaarborg nie: Die eiendom bestaan uit 'n woonhuis. Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantoor van die Balju van die Landdroshof, by Mnr FJ Uys, Kerkstraat, Bredasdorp.

Gedateer te Napier op hierdie 28ste dag van September 2002.

Basson Prokureur, Prokureurs vir Eksekusieskuldeiser, Sarel Cilliersstraat 33, Posbus 140, Napier, 7270. [Tel: (028) 423-3933.]

Saak Nr: 3671/02

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WORCESTER GEHOU TE WORCESTER

In die saak tussen: ABSA BANK BEPERK, Eksekusieskuldeiser, en MORNE LE ROUX, Eksekusieskuldenaar

Die volgende eiendom sal in eksekusie verkoop word per openbare veiling op die perseel te Hoogstraat 20, Worcester, op 31 Januarie 2003 om 11h00 aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 158, Worcester, groot 496 (vierhonderd ses-en-negentig) vierkante meter, gehou kragtens Transportakte nr T94024/2000, bekend as Hoogstraat 20, Worcester.

Verkoopsvoorwaardes:

1. Die verkoopsvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju asook by die ondergetekendes.

2. Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, 3 slaapkamers, 1 badkamer/stort/toilet, 1 bediendekamer & badkamer.

3. Die koopprys moet soos volg betaal word:

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

3.2 Die balans teen registrasie van transport tesame met rente op die volle koopprys teen 'n koers van vyftien per centum (15%) 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 die verkoping tot datum van registrasie van transport, beide datums ingesluit, welke balans plus rente soos voormeld verseker moet word deur 'n bankwaarborg wat vir die Eiser se Aktebesorger aanvaarbaar is.

3.3 Die voormelde waarborg moet binne 14 (veertien) dae vanaf datum van verkoping deur die koper aan die Balju, of op instruksie van die Balju, aan die Eiser se Prokureurs, oorhandig word en moet voorsiening maak vir betaling van die genoemde volle balanskoopprys plus rente teen registrasie van transport, op voorwaarde dat indien die Eiser die koper is, geen deposito of waarborg nodig sal wees nie en dat die Eiser die volle koopprys plus rente aan die Balju sal betaal teen registrasie van transport.

Getekën te Worcester hierdie 9de dag van Desember 2002.

Muller Terblanche & Beyers, Kerkstraat 66, Posbus 18, Worcester, 6849. (Verw: VL1745.)

Saaknommer: 11659/2002

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MITCHELLS PLAIN GEHOU TE MITCHELLS PLAIN

In die saak tussen ABSA BANK BEPERK, Eiser, en ELIZABETH LEWIES, Verweerder

Die onroerende eiendom hieronder beskryf word op Donderdag, 30 Januarie 2003 om 12h00 by die Mitchells Plain-Suid Baljukantoor, Milberryweg 2, Strandfontein, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

Erf 6311, Mitchells Plain, in die Stad Kaapstad, Afdeling Kaap, Provinsie Wes-Kaap, groot 145 vk. m geleë te Jerseystraat 3, Westridge, Mitchells Plain.

Verbeterings: 'n Woonstel met 3 slaapkamers, sitkamer, kombuis, badkamer, toilet, vibre-crete mure, onder teëldak.

Verkoopsvoorwaardes:

1. Die verkoping sal "voetstoots" geskied, onderworpe aan die voorwaardes van die Titellakte waaronder die eiendom gehou word.

2. Een tiende (1/10) van die koopprys is betaalbaar in kontant onmiddellik na verkoping en die balans, met rente, teen registrasie van oordrag.

3. Verdere voorwaardes, wat ten tyde van die verkoping uitgelees sal word, lê ter insae by die kantoor van die Balju van die Landdroshof, Mitchells Plain-Suid, Milberryweg 2, Strandfontein.

Die Balju, Landdroshof, Mitchells Plain-Suid.

Gedateer te Goodwood hierdie 9de dag van Desember 2002.

P F Vos, vir Visagie Vos & Vennote, Prokureurs vir Eiser, Vasco Boulevard 181, Goodwood. [Tel: (021) 591-9221.] (Verw. PFV/N Prins/PF.628.)

Case No: 10661/01

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 DAVID STEVEN FISHER, First Defendant, and ANNIE FISHER, Second Defendant

In Execution of a Judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the abovementioned suit, a sale without reserve will be held at 15 Church Street, Riviersonderend at 11:00 am, on the 24th day of January 2003 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, 17 Plein Street, Caledon.

Erf 929 (a portion of Erf 420) Riviersonderend, in the Theewaterskloof Municipality, Division Caledon, Province of the Western Cape, in extent 794 square metres and situate at 15 Church 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 December 11, 2002.

William Inglis, Plaintiff's Attorneys, 2nd Floor, 101 St. George's Mall, Cape Town, 8001; P O Box 67, Cape Town, 8000. Docex 230, Cape Town. [Tel: (021) 423-0554.] [Fax: (021) 423-0510.] (Ref: S4770/8986.)

Saaknr: 17854/99

IN LANDDROSHOF VIR DIE DISTRIK VAN BELLVILLE GEHOU TE BELLVILLE

In die saak tussen ABSA BANK LIMITED, Vonnisskuldeiser, en JOSEPH SNYMAN, Eerste Vonnisskuldenaar, en SUSAN ELIZABETH SNYMAN, Tweede Vonnisskuldenaar

Ingevolge uitspraak in die Hof van die Landdros van Bellville gedateer 21 Junie 1999, sal die volgende onroerende eiendom op die 30ste dag van Januarie 2003 om 09h00 aan die hoogste bieder te Baljukantore, Northumberlandstraat 29, Bellville in eksekusie verkoop word, naamlik:

Erf 16832, 'n gedeelte van Erf 12063, Parow, in die Stad Tygerberg, Afdeling Kaap, Wes Kaap Provinsie groot 446 m².

Die volgende inligting oor die perseël word verstrek maar nie gewaarborg nie:

Die perseel is geleë te 66 Charles Grodessingel, Ravensmead. Verbeterings op die perseel bestaan uit:

'n Woonhuis van baksteen onder asbesdak bestaande uit 3 slaapkamers, sitkamer, kombuis en badkamer met toilet.

Voorwaardes van verkoop

1. Die eiendom sal aan die hoogste bieder verkoop word, welke verkoping onderworpe sal wees aan die bepalings en voorwaardes van die Wet op Landdroshowe (Wet 32 van 1944), die reëls daarvolgens uitgevaardig en die bepalings en voorwaardes vervat in die huidige Titelakte van die eiendom.

2. *Betaling:* 'n Deposito van 10% (tien persent) van die koopprys sal deur die Koper aan die Balju gemaak word ten tyde van die verkoping in kontant, of deur middel van 'n Bankgewaarborgde tjek. Die volle balans van die koopprys (plus rente teen 19% per jaar maandeliks gekapitaliseer, bereken op die vonnisskuld verskuldig aan die Eksekusieskuldeiser vanaf datum van verkoping tot datum van registrasie van transport) sal betaal word teen registrasie van transport, welke bedrag verseker moet word deur 'n goedgekeurde Bankwaarborg wat voorsien moet word binne 14 (veertien) dae vanaf datum van verkoping.

3. Oordrag moet deur die eiser se prokureurs geskied en die koper moet alle oordragkoste, belasting en ander noodsaaklike oordragheffings op versoek van die vermelde prokureurs betaal.

4. Die verkoopsvoorwaardes sal, onmiddellik voor die verkoping, deur die Balju of Afslaer uitgelees word en kan geïnspekteer word by die kantoor van die Balju vir die Landdroshof, Bellville (geleë te Northumberlandstraat 29, Bellville).

Gedateer te Durbanville op hierdie 12de dag van Desember 2002.

W Pretorius, vir Louw & Coetzee, Eiser se Prokureurs, Hoofweg 35, Posbus 146, Durbanville. [Tel: (021) 976-3180.] (Ref: A van Zyl/A14.)

Case No: 3996/02

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

In the matter between NEDCOR BANK LIMITED t/a PERM, Plaintiff, and LEONARD JOHN WANZA, First Defendant, and DEBORAH THERESA WANZA, Second Defendant

In execution of a Judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the abovementioned suit, a sale without reserve will be held at 63 Hawaii Street, Macassar at 10:00 am, on the 29th day of January 2003 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, Boland Bank Building, Main Road, Strand.

Erf 2497, Macassar, in extent 268 square metres and situate at 63 Hawaii Street, Macassar.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: 2 bedrooms, 1 bathroom, 1 separate toilet, kitchen, living room and 1 garage.

Terms:

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

2. Auctioneer's charges, payable on the day of 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 December 10, 2002.

William Inglis, Plaintiff's Attorneys, 2nd Floor, 101 St. George's Mall, Cape Town, 8001; P O Box 67, Cape Town, 8000. Docex 230, Cape Town. [Tel: (021) 423-0554.] [Fax: (021) 423-0510.] (Ref: A176/9186.)

Case No. 326/02

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

In the matter between: ABSA BANK LIMITED, BELLVILLE, Plaintiff, and SARA BOOIS, First Defendant

The following property will be sold in execution at the Sheriff's Office situate at 16 Industrie Road, Kuils River on the 22 January 2003 at 09h00 am, to the highest bidder:

Erf 3308, Eerste River, measuring three hundred and ninety five square metres, situate at 10 Verlore Street, Silwood Heights, Eerste River, 7100, held by Title Deed T98046/94.

Property description: A residential dwelling comprising of a lounge, kitchen, bathroom, toilet, 2 bedrooms.

1. The following improvements are reported by not guaranteed:

2. *Payment:* A deposit of ten per centum of the purchase price must be paid in cash or by Deposit-taking Institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 17,0% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking Institution to be delivered within 14 days of the sale.

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

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

Abrahams & Gross Inc., Attorneys for Plaintiff, 16th Floor, 2 Long Street, Cape Town, 8001; PO Box 1661, Cape Town, 8000. (Tel. 418-2020.) (Ref. COL/BBS/Z06373.)

Case No. 18149/2000

IN THE MAGISTRATE'S COURT, MITCHELLS PLAIN
ABSA BANK LIMITED versus AZONIA ANITA JACOBS

The following property will be sold in execution to the highest bidder at a public auction to be held at Sheriff's Offices, Mitchells Plain South, on Tuesday, 28 January 2003 at 12:00, Erf 18034, Mitchells Plain, situate in the City of Cape Town, Western Cape, in extent 114 (one hundred and fourteen) square metres, held by Deed of Transfer No. T40531/92 and situate at No. 8 Boschendal Close, Westridge, Mitchells Plain.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Mitchells Plain South.

2. The following improvements on the property are reported but nothing is guaranteed: Facebrick building, tiled roof, full vibre-crete fence, burglar bars, 3 bedrooms, cement floors, separate kitchen, lounge, bathroom & toilet.

3. *Payment:* 10% of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the full balance thereof with interest at the rate of 14,5% 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 (fourteen) days of the date of sale.

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

Dated at Bellville on 3 December 2002.

P J Nel, Laubscher & Hattingh, Plaintiff's Attorney.

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 at the Sheriff's Office, 2 Mulberry Way, Strandfontein, on 28 January 2003 at 12h00:

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, fully vibre-crete fence, burglar bars, 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 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.] (per KG Kemp/LvS/G1102.) (Acc. No. 8193973800101.)

Saaknommer: 4251/01

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

In die saak tussen: B O E BANK BEPERK, Eksekusieskuldeiser, en GRAEHAM DE KOCK CONRADIE, Eksekusieskuldenaar

Die volgende eiendom sal in eksekusie verkoop word op 28 Januarie 2003 om 11:00 te Dianthusstraat 22, Schoongelegen, Somerset-Wes, aan die hoogste bieder:

Eiendomsbeskrywing: Erf 9672, Somerset-Wes, in die stad Kaapstad, afdeling Stellenbosch, provinsie Wes-Kaap, groot 900 (negehonderd) vierkante meter, gehou kragtens Akte van Transport No. T1454/1995, ook bekend as Dianthusstraat 22, Schoongelegen, Somerset Wes.

1. Die volgende verbeteringe word gemeld, maar nie gewaarborg nie: Woning opgerig bestaande uit Dubbelverdieping: *Bo:* Studeerkamer, kombuis/sit-eetkamer, badkamer/toilet, solder. *Onder:* Dubbelmotorhuis, kroeg, slaapkamer, badkamer/toilet. Baksteenmure, sinkdak.

2.1 Die koopprys moet soos volg betaal word:

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

2.1.2 die balans teen registrasie van transport tesame met rente op die volle koopprys teen die heersende prima rentekoers (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, welke balans plus rente soos voormeld verseker moet word deur 'n bankwaarborg wat vir die Eiser se Aktebesorger aanvaarbaar is.

2.2 Die voormelde waarborg moet binne 14 (veertien) dae vanaf datum van verkoping deur die koper aan die Balju, of op instruksie van die Balju, aan die Eiser se prokureurs oorhandig word en moet voorsiening maak vir betaling van die genoemde volle balanskoopprys plus rente teen registrasie van transport, op voorwaarde dat indien die Eiser die koper is, geen deposito of waarborg nodig sal wees nie en dat die Eiser die volle koopprys plus rente aan die Balju sal betaal teen registrasie van transport.

3. Die Balju sal van enige bieder vereis om bevredigende bewys te lewer van sy vermoë om gemelde deposito te kan betaal.

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

Gedateer te Somerset-Wes op die 5de dag van Desember 2002.

G J Smit, vir Miller Bosman Le Roux, Prokureur vir Vonnisskuldeiser, ABSA-Gebou, Hoofstraat 140, Somerset-Wes.
(Verw: Mnr G J Smit/ev/GB0099.)

Case No: 19091/01

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

**In the matter between GRANVILLE PAUL CHRIS DU PLESSIS, Plaintiff, and
OWEN J KLEINHANS, Defendant**

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on the 31st January 2002, the under-mentioned property will be sold in execution at 09h00 on Monday, the 20th January 2003 at the Kuils River Sheriff's Office, 16 Industrie Street, Kuils River:

1. A unit consisting of:

(a) Section No. 10, as shown and more fully described on Sectional Plan No. SS136/1986, in the scheme known as Rusthof, in respect of the land and building or buildings situate at Rustdal, in the City of Cape Town, of which section the floor area, according to the said sectional plan, is 76 square metres in extent; and

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

2. A unit consisting of:

(a) Section No. 52, as shown and more fully described on Sectional Plan No. SS136/1986, in the scheme known as Rusthof, in respect of the land and building or buildings situate at Rustdal, in the City of Cape Town, of which section the floor area, according to the said sectional plan, is 17 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. ST.16809/00 comprising of 2 bedrooms, bathroom, kitchen and lounge, and known as 10 Rusthof, Cactus Street, Rustdal, Blackheath.

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 in so far as these are applicable.

2. *Terms*: The purchase price shall be paid as to 10 (ten) per cent 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 25th day of November 2002.

T. O. Price, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Saak No. 1453/2002

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

**In die saak tussen: ABSA BANK, Vonnisskuldeiser, en ANDRÉ SEPTEMBER, 1ste Vonnisskuldenaar, en
CAROL BONITA SEPTEMBER, 2de Vonnisskuldenaar**

Ingevolge 'n vonnis toegestaan deur die Landdroshof en 'n Lasbrief vir Eksekusie uitgereik op 24 Oktober 2002 by die Landdroskantoor te Beaufort-Wes, sal die ondergemelde eiendom in eksekusie verkoop word aan die hoogste bieder op 29 Januarie 2003 om 11:00 te Buffalostraat 3, Beaufort-Wes, nl:

1. Erf 241, Beaufort-Wes, in die Munisipaliteit en afdeling van Beaufort-Wes, groot 416 (vierhonderd en sestig) vierkante meter, gehou kragtens Transportakte T78251/1996, geleë te Buffalostraat 3, Beaufort-Wes, 6970.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, die reëls daaronder uitgevaardig en ook die voorwaardes van die Titellakte waaronder die eiendom gehou word.

2. Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie: Woonhuis (steengebou met sinkdak) bestaande uit 3 slaapkamers, 1 slaapkamer met toilet, badkamer en stort, 1 kombuis met stoof, 1 eetkamer, 1 sitkamer met kaffel, 1 badkamer en toilet, 1 gastekamer met stort en toilet, groot buite sink motorhawe en boorgat.

3. *Terme:* 10% (tien persent) van die koopprys op die dag van die verkoping.

Die koper sal op versoek verplig wees om te betaal:

(a) alle fooie en uitgawes in verband met en voortvloeiend uit die registrasie van transport en verband deur die Eiser se prokureurs, hereregte, landmeterkoste, padkonstruksieheffings en onbetaalde dreineringslenings wat betaalbaar mag wees, asook alle meegaande fooie;

(b) alle lopende sowel as agterstallige belastinge, agterstallige diensfooie plus rente daarop betaalbaar en regskoste in verband daarmee, asook sodanige munisipale leningsheffings en fooie as wat betaalbaar mag wees voordat transport geregistreer kan word;

(c) koste van advertensie van hierdie verkoping, sowel as eksekusie en invorderingskommissie indien enige;

(d) die afslaer se kommissie bereken teen 5% op die eerste R30 000,00 en 3% op die balans daarvan met 'n maksimum van R7 000,00 en 'n minimum van R300,00 plus BTW;

(e) belasting op toegevoegde waarde op die koopprys, indien daar sodanige belasting betaalbaar is;

(f) die koste vir opstel van die Verkoopvoorwaardes.

4. *Voorwaardes:* Die volledige voorwaardes welke onmiddellik voor die verkoping deur die Afslaer uitgelees sal word sal ter insae lê by die kantoor van Eiser se prokureurs.

Gedateer te Beaufort-Wes op hierdie 28ste dag van November 2002.

Mnr AG Vorster, Prokureur vir Eiser, P/a Crawfords Ingelyf, Donkinstraat 36, Beaufort-Wes, 6970.

Saak No. 30785/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BELLVILLE GEHOU TE BELLVILLE

**In die saak tussen: NEDBANK PROPERTY FINANCE, 'n Divisie van NEDCOR BANK BEPERK, Eiser, en
Mnr A HOOSAIN, in sy hoedanigheid as trustee van NIZAMIA FAMILIETRUST (T517/95), Verweerder**

Ter uitvoering van 'n vonnis verkry in die Landdroshof, Bellville gedateer 24 Desember 2001 en 'n Lasbrief vir Eksekusie sal die hiernabeskrewe vaste eiendom op Donderdag, 30 Januarie 2003 om 09h00 by die Baljukantore, Northumberlandweg 29, Bellville, per publieke veiling in eksekusie verkoop word aan die hoogste bieder sonder reserwe:

Erf 12023, Bellville, geleë in die Stad Kaapstad, Afdeling Kaap, Provinsie Wes-Kaap, groot 666 vierkante meter, gehou kragtens Transportakte Nr T43469/1995.

Liggingsadres: Kasselsvleiweg 26, Bellville-Suid.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied onderworpe aan die bepalings van die Wet op Landdroshowe en Reëls asook die voorwaardes van die Titellakte 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 vonniskskuldeiser 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, Bellville en/of die kantore van Smit Kruger Ingelyf, Wellingtonweg 32, Durbanville.

Die verbeteringe is die volgende: Winkel grondvloer: Winkel aan voorkant, kombuis, 2 x toilets, stoorkamer, kantoor. 1ste Vloer met 5 Woonstelle:

1. 2 x Slaapkamers, badkamer, toilet, kombuis.

2. 3 x Slaapkamers, kombuis, badkamer, toilet.

3. 2 x Slaapkamers, kombuis, badkamer, 2 toilette.

4. Slaapkamer, badkamer, toilet.

5. 3 x Slaapkamers, kombuis, badkamer, toilet.

2de Vloer met 2 Woonstelle:

1. 3 x Slaapkamers, kombuis, badkamer, toilet.

2. 3 x Slaapkamers, kombuis, badkamer, toilet.

Gedateer te Durbanville hierdie 17de dag van Desember 2002.

Smit Kruger Ingelyf, Wellingtonweg 32 (Posbus 33), Durbanville, 7550. (Verw. ADK/CC/B02108.)

Saak No. 221/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PIKETBERG GEHOU TE PORTERVILLE

In die saak tussen MUNISIPALITEIT BERGRIVIER, Eiser, en GERT FREDERICKS, Eerste Verweerder

Ten uitvoering van 'n Vonnis van bovermelde Agbare Hof gedateer 28 Junie 2001 sal die Onroerende Eiendom hieronder beskryf op Donderdag, 23 Januarie 2003, om 10:00 vm, by die Landdroskantoor, Voortrekkerstraat, Porterville, per openbare veiling in eksekusie verkoop word aan die hoogste bieder, sonder reserwe:

Eiendom: Erf 2781, Porterville, geleë in die Munisipaliteit Berggrivier, Afdeling Piketberg, Provinsie Wes-Kaap, groot 264 vierkante meter, ook bekend as Juliussingel 5, Porterville, gehou deur die Eksekusieskuldenare kragtens Akte van Transport T13552/1999.

Die eiendom is verbeter.

Verkoopsvoorwaardes:

1. Die verkoping sal voetstoots geskied, onderworpe aan die bepalings van die Wet op Landdroshowe, Wet 32 van 1944, soos gewysig, asook die voorwaardes van die Titellakte waaronder die eiendom gehou word.

2. Tien per sentum (10%) van die koopprijs, tesame met die Balju en/of Afslaer se kommissie, en BTW daarop, moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopsom, plus rente op die vonnisskuld teen 20% per jaar vanaf datum van verkoping tot datum van plus rente op die vonnisskuld teen 20% per jaar vanaf datum van verkoping tot datum van registrasie van Transport, sowel as enige verdere rente wat aan 'n preferente skuldeiser verskuldig mag wees (in geval die eiendom onderworpe is aan 'n vorderingsreg wat voorkeur bo die van Eiser geniet), in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne 14 dae na datum van verkoping die Eksekusieskuldeiser voorsien met 'n Bankwaarborg vir die behoorlike nakoming van al sy verpligtinge onder die verkoopsvoorwaardes.

3. Die eiendom word verkoop ooreenkomstig die Eksekusieskuldenare se titellakte en relevante kaart, onderhewig aan alle bestaande huurooreenkomste, indien enige, en die Koper word op datum van verkoping in besit van die eiendom gestel, vanaf welke datum die risiko in en met betrekking tot die eiendom op die Koper oorgaan.

Die verkoping sal voorts onderhewig wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, en die volledige verkoopsvoorwaardes kan ingesien word by die kantore van die Balju vir die Landdroshof, Piketberg, en die Eksekusie-skuldeiser se prokureurs, Brits en Pretorius, Langstraat 69, Piketberg.

Datum: 13 Desember 2002.

Brits en Pretorius, Langstraat 69, Piketberg, Kaap Provinsie. [Tel. (022) 913-1144.] (Verw. Pretorius/jb/22923.)

Saak No. 214/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PIKETBERG GEHOU TE PORTERVILLE

In die saak tussen MUNISIPALITEIT BERGRIVIER, Eiser, en ANDRIES ENGELBRECHT, Eerste Verweerder, en FRANSINA ENGELBRECHT, Tweede Verweerder

Ten uitvoering van 'n vonnis van bovermelde Agbare Hof gedateer 28 Junie 2001, sal die onroerende eiendom hieronder beskryf, op Donderdag, 23 Januarie 2003, om 10:30 vm, by die Landdroskantoor, Voortrekkerstraat, Porterville, per openbare veiling in eksekusie verkoop word aan die hoogste bieder, sonder reserwe:

Eiendom: Erf 2816, Porterville, geleë in die Munisipaliteit Berggrivier, Afdeling Piketberg, provinsie Wes-Kaap, groot 252 vierkante meter, ook bekend as Josephussingel 36, Porterville, gehou deur die Eksekusieskuldenare kragtens Akte van Transport T13587/1999.

Die eiendom is verbeter.

Verkoopsvoorwaardes:

1. Die verkoping sal voetstoots geskied, onderworpe aan die bepalings van die Wet op Landdroshowe, Wet 32 van 1944, soos gewysig, asook die voorwaardes van die Titellakte waaronder die eiendom gehou word.

2. Tien per centum (10%) van die koopprys, tesame met die Balju en/of Afslaer se kommissie, en BTW daarop, moet by wyse van kontant of bangewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopsom, plus rente op die vonnisskuld teen 20% per jaar vanaf datum van verkoping tot datum van registrasie van Transport, sowel as enige verdere rente wat aan 'n preferente skuldeiser verskuldig mag wees (in geval die eiendom onderworpe is aan 'n vorderingsreg wat voorkeur bo die van Eiser geniet), in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne 14 dae na datum van verkoping die Eksekusieskuldeiser voorsien met 'n bankwaarborg vir die behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

3. Die eiendom word verkoop ooreenkomstig die Eksekusieskuldenare se Titellakte en relevante kaart, onderhewig aan alle bestaande huurooreenkomste, indien enige, en die koper word op datum van verkoping in besit van die eiendom gestel, vanaf welke datum die risiko in en met betrekking tot die eiendom op die koper oorgaan.

Die verkoping sal voorts onderhewig wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, en die volledige verkoopvoorwaardes kan ingesien word by die kantore van die Balju vir die Landdroshof, Piketberg, en die Eksekusie-skuldeiser se prokureurs, Brits en Pretorius, Langstraat 69, Piketberg.

Brits en Pretorius, Langstraat 69, Piketberg, Kaap Provinsie. [Tel. (022) 913-1144.]

Datum en verwysing: 13 Desember 2002, Pretorius/jb/22923.

Saak No. 428/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PIKETBERG GEHOU TE PORTERVILLE

In die saak tussen MUNISIPALITEIT BERGRIVIER, Eiser en ANNA DOURIES, Eerste Verweerder

Ten uitvoering van 'n vonnis van bovermelde Agbare Hof gedateer 12 Desember 2001, sal die onroerende eiendom hieronder beskryf, op Donderdag, 23 Januarie 2003, om 10:15 vm, by die Landdroshof, Voortrekkerstraat, Porterville, per openbare veiling in eksekusie verkoop word, aan die hoogste bieder, sonder reserwe:

Eiendom: Erf 1851, Porterville, geleë in die Munisipaliteit Bergrivier, Afdeling Piketberg, provinsie Wes-Kaap, groot 268 vierkante meter, ook bekend as Boomstraat 2, Porterville, gehou deur die Eksekusieskuldenare kragtens Akte van Transport T41573/2001.

Die eiendom is verbeter.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied, onderworpe aan die bepalings van die Wet op Landdroshof, Wet 32 van 1944, soos gewysig, asook die voorwaardes van die Titellakte waaronder die eiendom gehou word.

2. Tien per centum (10%) van die koopprys, tesame met die Balju en/of Afslaer se kommissie, en BTW daarop, moet by wyse van kontant of bangewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopsom, plus rente op die vonnisskuld teen 20% per jaar vanaf datum van verkoping tot datum van registrasie van Transport, sowel as enige verdere rente wat aan 'n preferente skuldeiser verskuldig mag wees (in geval die eiendom onderworpe is aan 'n vorderingsreg wat voorkeur bo die van Eiser geniet), in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne 14 dae na datum van verkoping die Eksekusieskuldeiser voorsien met 'n bankwaarborg vir die behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

3. Die eiendom word verkoop ooreenkomstig die Eksekusieskuldenare se Titellakte en relevante kaart, onderhewig aan alle bestaande huurooreenkomste, indien enige, en die koper word op datum van verkoping in besit van die eiendom gestel, vanaf welke datum die risiko in en met betrekking tot die eiendom op die koper oorgaan.

Die verkoping sal voorts onderhewig wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, en die volledige verkoopvoorwaardes kan ingesien word by die kantore van die Balju vir die Landdroshof, Piketberg, en die Eksekusie-skuldeiser se prokureurs, Brits en Pretorius, Langstraat 69, Piketberg.

Brits en Pretorius, Langstraat 69, Piketberg, Kaap Provinsie. [Tel. (022) 913-1144.]

Datum en verwysing: 13 Desember 2002, Pretorius/jb/22923.

Case No. 18243/02

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

In the matter between FIRSTRAND BANK LIMITED formerly known as FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and MONTAGUE LEWIS PETER VAN COLLER, First Defendant, and GERALDINE JUANITA PRINS, Second Defendant

In the above matter a sale will be held at the Sheriff's Office, 2 Mulberry Way, Strandfontein, on Thursday, 23 January 2003 at 12:00 noon:

Being: Erf 28778, Mitchell's Plain, situate in the City of Cape Town, Cape Division, Western Cape Province, measuring 185 square metres, also known as 1 Sandrivier Street, Tafelsig, Mitchell's Plain.

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 17.00% 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, kitchen, lounge, 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 Mitchell's Plain South 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. FIR73/0042/H CROUS/lr.)

Case No. 30626/02

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

In the matter between FIRSTRAND BANK LIMITED, formerly known as FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and SHEILA RONEL SCOTT, Defendant

In the above matter a sale will be held on Thursday, 23 January 2003 at 10:00 am, at the site of 12 Chaviot Place, Green Point, being:

Erf 752, Green Point, situate in the City of Cape Town, Cape Division, Western Cape Province, measuring 616 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 17.00% 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, diningroom, 3 bedrooms and 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 Cape Town 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. FIR73/0037/H Crous/lr.)

Case No. 16627/99

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

In the matter between FIRSTRAND BANK LIMITED, formerly known as FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and NAZIELA RYLANDS, Defendant

In the above matter a sale will be held at the Sheriff's office, Mandatum Building, 44 Barrack Street, Cape Town, on Tuesday, 21 January 2003 at 9:00 am, being:

Erf 126490, Cape Town at Cape Town, situate in the City of Cape Town, Cape Division, Western Cape Province, measuring 219 square metres, also known as No. 60 Francis Street, Woodstock.

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 17% 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 13 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 Cape Town 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. FIR73/0055/H Crous/lr.)

Case No. 8060/02

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

In the matter between FIRST RAND BANK LIMITED (formerly known as FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED), Plaintiff, and STEPHEN RAYMOND SMITH, Identity Number 5810045954184, First Defendant, and GAYLE SMITH, Identity Number 6412090158107, married in community of property to each other, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at the property situated at Cnr 1 White Mussel and Nautilus Drive, Atlantic Beach Golf Estate, off Atlantic Drive, Melkbosstrand on 23 January 2003 at 9h00.

Full Conditions of Sale can be inspected at the Sheriff, Malmesbury situated at 11 St. Johns Street, Malmesbury and will be read out prior to the Sale.

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

Property: Erf 3390, Melkbosch Strand, situate in the Blaauwberg Municipality, Cape Division, Western Cape Province, in extent 589 (five hundred and eighty nine) square metres, held by Deed of Transfer No. T95093/99.

Subject to the conditions therein contained and especially to the reservation of rights in favour of the State, subject further to a restriction against alienation in favour of the Atlantic Beach Home Owners Association.

Situated at Cnr 1, White Mussel and Nautilus Drive, Atlantic Beach Golf Estate, off Atlantic Drive, Melkbosstrand.

Improvements: Vacant Erf.

Dated at Cape Town on this 28 day of November 2002.

L. J. Vosloo, Steyl-Vosloo, Attorneys for Plaintiff, 4th Floor, Equity House, 107 St George's Mall, Cape Town. (Ref. LJVF/a/FV0142.)

Case No: 5600/02

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

In the matter between: NEDCOR BANK LIMITED versus MOEGAMAT SEDICK JAMODIEN AASIYAH JAMODIEN

The following property will be sold in execution by public auction held at Wynberg Court, to the highest bidder on Tuesday, 21 January 2003 at 10h00 am:

Erf 101130, Cape Town at Heideveld, in extent 281 (two hundred and eighty one) square metres, held by Deed of Transfer T1408/1997, situate at 3 Waterberg Road, Heideveld.

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: A brick & mortar dwelling, asbestos roof, 2 bedrooms, lounge, kitchen, bathroom & toilet.

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 17,00% 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 or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 26th day of November 2002.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel: 406-9100.) (Ref: Mrs D JARDINE/C35197.)

Case No: 3993/2000

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

**In the matter between: NEDCOR BANK LIMITED, Execution Creditor, and
LEBANK ROBERT MPOKOTHO, Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate of Kimberley and a writ of execution dated 20 April 2000 the undermentioned property will be sold in execution to the highest bidder in front of the Magistrate Court, Kimberley, on Thursday, the 23rd day of January 2003 at 10h00.

Certain: Erf 8711, Kimberley, situate in the Sol Plaatje Municipality, District of Kimberley, Northern Cape Province, measuring 755 square metres, held by Deed of Transfer T.10349/1993 (also known as Frenchweg 9, West End Kimberley).

The improvements consist of a single detached dwelling house with 3 bedrooms, 1 bathroom, 1 kitchen, 1 lounge, 1 dining room, 1 pantry, but nothing is warranted.

Ten percent of the purchase price together with Value Added Tax thereon, where applicable, and Auctioneer's charges together with Value Added Tax on such charges payable in cash on the date of the sale; the balance of the purchase price together with Value Added Tax on such balance, where applicable, against transfer to be secured by an acceptable guarantee.

The conditions of sale may be inspected during office hours at the office of the Sheriff of Kimberley and will be read out immediately prior to the sale.

J. A. C. Swanepoel, for Duncan & Rothman, Plaintiff's Attorneys, Permanent Building, Jones Street, Kimberley. (Our Ref: JACS/CVDW/N.200076.)

Case No: 847/2001

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and THOMAS WILLIAM BALLY, 1st Defendant,
and MARTHA BALLY, 2nd Defendant**

In terms of a judgment of the High Court of South Africa (Northern Cape Division) dated 17 September 2001, the under-mentioned property will be sold in execution to the highest bidder at the Magistrate's Court, Barkly West, on Wednesday, the 22nd day of January 2003 at 10h00.

Certain: Erf 2745, Barkly West, situate in the Dikgatlong Municipality, District of Barkly West, Northern Cape Province, measuring 302 square metres, held by the Defendant by virtue of Deed of Transfer No. T.2988/1994 (also known as 2745 Carnation Street, De Beers, Barkly West).

The improvements consist of a single detached dwelling house with 2 bedrooms, 1 bathroom, 1 kitchen, 1 lounge, but nothing is warranted.

Ten percent of the purchase price together with Value Added Tax thereon, where applicable, and Auctioneer's charges together with Value Added Tax on such charges is payable in cash on the date of the sale, the balance of the purchase price together with Value Added Tax on such balance, where applicable, against transfer to be secured by an acceptable guarantee.

The conditions of sale may be inspected during office hours at the office of the Sheriff of Barkly West and will be read out immediately prior to the sale.

J. A. C. Swanepoel, for Duncan Rothman, Plaintiff's Attorneys, Permanent Building, Jones Street, Kimberley. (Ref.: JACS/CVDW/N.210128.)

Case No. 2390/98

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

In the matter between: NBS BOLAND BANK LIMITED, Plaintiff, and FRANS QUENA, Defendant

In pursuance of a judgment in the Magistrate's Court and a warrant of execution dated 9 June 1998, the property hereunder listed will be sold in execution by the Sheriff on 24 January 2003 at 10h00 to the highest bidder, at the premises, being:

Erf: 2179, Pacaltsdorp, George, situated in the Municipality and Division of George, measuring 840 square metres, held by Deed of Transfer Nr T21233/93 (also known as 42 Stag Drive, Pacaltsdorp, George).

The following improvements are reported to be on the property but nothing is guaranteed: House consists of: 3 bedrooms, 1 1/2 bathrooms, lounge, diningroom, kitchen, laundry room and study. Plus flat consisting of 2 bedrooms, 1 bathroom, open plan diningroom/lounge, garage and store room.

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 thereunder 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 12th day of November 2002.

Stadler & Swart, Attorney for Plaintiff, 3 Doneraile Street, George.

Case No: 3462/02

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

**In the matter between: T J LOUW N.O. (in his capacity as Curator of SAAMBOU BANK LIMITED), Plaintiff,
and F B LOFF, First Defendant, and F C LOFF, Second Defendant**

In pursuance of a judgment in the Magistrate's Court of George and a warrant of execution dated 2 October 2002 the property hereunder listed will be sold in execution by the Sheriff of the Magistrate's Court, George, on 22 January 2003 at 10h00 to the highest bidder, at the premises, being:

Erf 11101, George, situate in the Municipality and Division of George, measuring 375 m², held by Deed of Transfer No. T60003/89 (also known as Swannstraat 23, Parkdene, George).

The following improvements are reported to be on the property but nothing is guaranteed: House consisting of: 2 bedrooms, 1 lounge, 1 kitchen and 1 bathroom.

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 thereunder 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, George, and the balance together with interest thereon at the rate of 16,75% per annum from date of sale to date of registration of transfer shall be paid to the Sheriff, George, within 14 (fourteen) days or secured by an approved bank or building society guarantee within 14 (fourteen) days.

3. *Conditions:* The full conditions of sale may be inspected at the offices of Messrs Millers Incorporated, 123 Meade Street, George, and at the offices of the Sheriff, 36(a) Wellington Street, George.

Dated at George on this 9th day of December 2002.

Millers Incorporated, Attorneys for Plaintiff, Beaconhouse, 123 Meade Street, George. (Ref.: FJB/JC/S7233/Z06785.)

Case No: 5640/02

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

In the matter between: HAWTHORNDENE BODY CORPORATE, Plaintiff, and Mrs L OPPERMAN, First Defendant

In pursuance of a judgment in the Magistrate's Court of George and a warrant of execution dated 10 October 2002 the property hereunder listed will be sold in execution by the Sheriff of the Magistrate's Court, George, on 24 January 2002 at 11h00, to the highest bidder, at the premises, being:

Erf: Portion 2 of Erf 202, SS Hawthorndene, George, situate in the Municipality and Division of George, measuring 41.0000 m², held by Deed of Transfer No. ST4825/98 (also known as Hawthorndene Flat No. 2, George).

The following improvements are reported to be on the property but nothing is guaranteed: House consisting of: 1 open plan kitchen/lounge, 1 bedroom and 1 bathroom.

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 and the Rules made thereunder and of the Title Deed insofar as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% thereof on the day of sale to the Sheriff, George, and the balance together with interest thereon at the rate of 15,5% per annum from date of sale to date of registration of transfer shall be paid to the Sheriff, George, within 14 (fourteen) days or secured by an approved bank or building society guarantee within 14 (fourteen) days.

3. *Conditions:* The full conditions of sale may be inspected at the offices of Messrs Millers Incorporated, 123 Meade Street, George, and at the offices of the Sheriff, 36(a) Wellington Street, George.

Dated at George on this 12th day of December 2002.

Millers Incorporated, Attorneys for Plaintiff, Beaconhouse, 123 Meade Street, George. (Ref: FJB/JC/H2098/WH0286.)

Saak No: 4936/02

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WORCESTER GEHOU TE WORCESTER

In die saak tussen: MULLER TERBLANCHE & BEYERS, Eiser, en MNR. YUNUS KARRIEM, Verweerder

Die volgende eiendom sal in eksekusie verkoop word per openbare veiling op die perseel te Truterstraat 53, Worcester, op Vrydag, 31 Januarie 2003 om 10h00 aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 4662, Worcester, groot 499 (vierhonderd nege en negentig) vierkante meter, gehou kragtens Transportakte No. T37189/1986, bekend as Truterstraat 53, Worcester.

Verkoopsvoorwaardes:

1. Die verkoopsvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju asook by die ondergetekendes.

2. Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie: 'n Woonhuis bestaande uit 3 slaapkamers, 1½ badkamer, sitkamer, eetkamer, kombuis en motorhuis.

3. Die koopprys moet soos volg betaal word:

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

3.2 Die balans teen registrasie van transport tesame met rente op die volle koopprys teen 'n koers van agtien per centum (18%) 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 die verkoping tot datum van registrasie van transport, beide datums ingesluit, welke balans plus rente soos voormeld verseker moet word deur 'n bankwaarborg wat vir die Eiser se Aktebesorger aanvaarbaar is.

3.3 Die voormelde waarborg moet binne 14 (veertien) dae vanaf datum van verkoping deur die koper aan die Balju, of op instruksie van die Balju, aan die Eiser se Prokureurs, oorhandig word en moet voorsiening maak vir betaling van die genoemde volle balanskoopprys plus rente teen registrasie van transport, op voorwaarde dat indien die Eiser die koper is, geen deposito of waarborg nodig sal wees nie en dat die Eiser die volle koopprys plus rente aan die Balju sal betaal teen registrasie van transport.

Geteken te Worcester hierdie 3de dag van Desember 2002.

Muller Terblanche & Beyers Ing., Kerkstraat 66, Posbus 18, Worcester, 6849. (Verw: INV/al/VK1322.)

Case No. 14647/2002

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

**In the matter between: JENNY LANE BODY CORPORATE, Execution Creditor, and
TRYWELL INVESTMENTS CC, Execution Debtor**

In pursuance of the judgment in the Magistrate's Court for the District of Cape Town and warrant of execution dated 27 June 2002, the following fixed property will be sold in execution at Unit 4, Jenny Lane Apartments, Jenny Lane Avenue, Bloubergsands, Cape, on Tuesday, 28 January 2003 at 10h00 to the highest bidder:

1. (a) Unit 4, as shown and more fully described on Sectional Plan No. SS72/2000 in the scheme known as Jenny Lane Apartments, Jenny Lane Avenue, Bloubergsands, in respect of the land and building or buildings situate at Milnerton, in the Municipality of Milnerton, Cape Division, Province Western Cape, of which section the floor area according to the Sectional Plan is 108 (one hundred and eight) square metres in extent;

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

Held by Deed of Transfer Number ST3194/2000, also known as 4 Jenny Lane Apartments, Jenny Lane Avenue, Bloubergsands, Cape Town, Western Cape.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court and the Rules made thereunder and of the Title Deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A flat comprising of two bedrooms, bathroom, lounge, kitchen (built in cupboards) and garage.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash or by means of a deposit-taking institution's guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate for which judgment was granted per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved deposit-taking institution guaranteed to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full condition of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

C E Van Geuns & Associates, Execution Creditor's Attorneys, 2nd Floor, 101 St George's Mall, Cape Town, 8001. (Ref: C E van Geuns.)

Case No. 27377/02

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

In the matter between: GREENWICH VILLAGE BODY CORPORATE, Execution Creditor, and THE TRUSTEES FOR THE TIME BEING OF THE CATJEN TRUST, 1st Execution Debtor, CHRISTOPHER DUNBAR MAYTHAM, 2nd Execution Debtor, JOHN MOIR SCHOLTZ, 3rd Execution Debtor, LINDA ADELE ABRAHAMSOHN, 4th Execution Debtor, RICHARD JOHN SHEPHERD, 5th Execution Debtor

In pursuance of the judgment in the Magistrate's Court for the District of Wynberg and warrant of execution dated 24 October 2002, the following fixed property will be sold in execution at Unit 35, Greenwich Village, Myrtle Road, Rondebosch, Cape Town, on Wednesday, 29 January 2003 at 10h00 to the highest bidder:

1. (a) Section 49, as shown and more fully described on Sectional Plan No. SS392/1995 in the scheme known as Greenwich Village, in respect of the land and building or buildings situate at Cape Town, in the City of Cape Town, Cape Division, Province of Western Cape, of which section the floor area according to the Sectional Plan is 84 (eighty four) square metres in extent;

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

Held by Deed of Transfer Number ST3052/2002, also known as Unit 35, Greenwich Village, Myrtle Road, Rondebosch, Cape Town.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court and the Rules made thereunder and of the Title Deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A flatlet built of bricks under a tiled roof consisting of: Two bedrooms, open plan lounge/kitchen, toilet and bathroom.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash or by means of a deposit-taking institution's guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate for which judgment was granted per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved deposit-taking institution guaranteed to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full condition of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

C E Van Geuns & Associates, Execution Creditor's Attorneys, 2nd Floor, 101 St George's Mall, Cape Town, 8001.
(Ref: C E van Geuns.)

Case No. 013792/2002

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

In the matter between WAIKIKI BODY CORPORATE, Execution Creditor, and Ms N D MBUKU, Execution Debtor

In pursuance of the judgement in the Magistrate's Court for the District of Bellville and warrant of execution dated 19 June 2002, the following fixed property will be sold in execution at the Sheriff's Office, 29 Northumberland Road, Bellville, on Tuesday, 28 January 2003 at 09h00 to the highest bidder:

1. (a) Unit 3, as shown and more fully described on Sectional Plan No. SS16/1997 in the scheme known as Waikiki, in respect of the land and building or buildings situate at Parow, in the City of Cape Town, Cape Division, Province Western Cape, of which section the floor area according to the sectional plan is 44 (forty four) square metres in extent;

(b) an undivided share in the common property apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer No. ST14174/1998, also known as No. 2 Waikiki, The Islands, Hannes Louw Drive, Parow North, Cape Town, Western Cape.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court and the Rules made thereunder and of the Title Deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A sectional title unit thereon consisting of two bedrooms, kitchen, lounge, bathroom and toilet, situated within a security complex.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash or by means of a deposit-taking institution's guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate for which judgement was granted per annum calculated on the amount of the Judgement Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved deposit-taking institution guaranteed to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full condition of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

C E van Geuns & Associates, Execution Creditor's Attorneys, 2nd Floor, 101 St George's Mall, Cape Town, 8001.
(Ref: C E van Geuns.)

Case No. 32711/02

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

In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and JOHN FREDERICKS, First Defendant, and EVA FREDERICKS, Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on the 18th November 2002, the under-mentioned property will be sold in execution at 13h00 on Thursday the 23rd January 2003 at the premises:

Erf 19699, Milnerton, situate in the City of Cape Town, Cape Division, Province Western Cape, measuring 156 square metres and held by Deed of Transfer No. T.60705/96, comprising of a brick dwelling under tiled roof consisting of 2 bedrooms, bathroom, lounge and kitchen and known as 3 Neptune Road, Phoenix Phase 1, Milnerton.

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 9th day of December 2002.

T. O. Price, Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case No. 25711/01

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and ZAHIDA AKLEKER, Defendant

The following property will be sold in execution by public auction held at the Magistrate's Court for the District of Wynberg held at Wynberg, to the highest bidder on Tuesday, 28 January 2003 at 10h00:

Erf 30116, Cape Town at Mowbray in the City of Cape Town, in extent 732 square metres, held by T94674/2000, situate at 22 Albermarle Road, Hazendal.

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: Brick and mortar double story dwelling, tiled roof, 7 x bedrooms, 1 x lounge, 1 x kitchen, 3 x bathroom with toilet, triple garage.

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 calculated on the Judgment Creditor's claim from the date of the 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 14 (fourteen) days of the date of sale.

Dated at Cape Town on this 10th day of December 2002.

D v Zyl, Buchanan Boyes Inc., Attorneys for the Judgement Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Ref. DvZ/EH/Z02354.)

Saaknr. 3987/2002

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen PETER JOHN WAGENAAR, Eiser, en CARL WILLIAM HENDRICKS, Verweerder

Die eiendom: Erf 3787, Blue Downs, groot 400 vierkante meter, geleë te Blue Downsweg 38, Blue Downs.

Verbeterings (nie gewaarborg): 1 x slaapkamer, kombuis, 3 toilette, sitkamer, geteëlde dak.

Veilingsdatum: 22 Januarie 2003 om 09h00.

Plek van veiling: Baljuktore, Industrie Straat 19, Kuilsrivier.

Materiële voorwaardes: Die veiling sal voetstoots per Openbare Veiling aan die hoogste bieder geskied, die prys as volg betaalbaar: 10% van die koopprys kontant of per bankjek by ondertekening van die veilingsvoorwaardes en die res teen oordrag, met rente daarop bereken op die wyse soos meer volledig in die veilingsvoorwaardes uiteengesit en onderworpe aan die bepalinge soos in die veilingsvoorwaardes uiteengesit wat onmiddellik voor die veiling voorgelees sal word en ter insae lê in die kantoor van die Balju vir die Landdroshof, Kuilsrivier.

Lucas Dysel Crouse Ingelyf, Cambridgestraat, Posbus 2723, Durbanville, 7550. (Verw. DPS/LM/W1284.)

Case No. 7566/02

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

In the matter between ABSA BANK LIMITED, CLAREMONT, Plaintiff, and PATRICK NICHOLAS SMITH, First Defendant, and ALANA SMITH, Second Defendant

The following property will be sold in execution at the Sheriff's offices situate at 2 Mulberry Way, Strandfontein on the 23 January 2003 at 12h00, to the highest bidder:

Erf 26759, Mitchells Plain, measuring two hundred and forty square metres, situate at 28 Luiperd Crescent, Eastridge, Mitchells Plain, 7785, held by Title Deed T25702/89.

Property description: A brick residential dwelling under a tiled roof fully enclosed with vibre-crete fencing comprising of 2 bedrooms, lounge, kitchen, bathroom, toilet.

1. The following improvements are reported but not guaranteed:

2. *Payment:* A deposit of ten per centum of the purchase price must be paid in cash or by Deposit-taking Institution guaranteed cheque at the time of the Sale and the balance (plus interest at the current rate of 17,0% per annum calculated on the Judgment Creditor's claim from the date of Sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a Deposit-taking Institution to be delivered within 14 days of the Sale.

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

4. *Conditions:* The full Conditions of Sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff, Mitchell's Plain.

Abrahams & Gross Inc., Attorneys for Plaintiff, 16th Floor, 2 Long Street, Cape Town, 8001, PO Box 1661, Cape Town, 8000. (Tel. 418-2020.) (Ref. COL/BBS/Z06539.)

Case No. 1633/2001

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

In the matter between NEDCOR BANK LIMITED, Judgement Creditor, and ANDREW JOSIAS DAVIDS, 1st Judgement Debtor, and JOSHILIN JACQUELINE DAVIDS, 2nd Judgement Debtor

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse, Bredasdorp on 24 January 2003 at 11h00:

Erf 327, Bredasdorp situate in the Cape Agulhas Municipality, Division Bredasdorp, Western Cape Province also known as 81 Villiers Street, Bredasdorp, in extent 714 (seven hundred and fourteen) 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 Bredasdorp 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. KG Kemp/LvS/G1311.)

Saaknommer: 1670/2002

IN DIE LANDDROSHOF VIR DIE DISTRIK VREDENBURG GEHOU TE VREDENBURG

In die saak tussen SAAMBOU BANK BEPERK (onder Kuratorskap), Eiser, en ROBERT ERNEST SLAMBERT, en LORRAINE RUTH SLAMBERT, 2de Verweerder

Ter uitvoering van 'n Vonnis van die bogemelde Agbare Hof gedateer 25 Junie 2002 sal die hiernabeskrewe vaste eiendom in Eksekusie verkoop word op Maandag, 27 Januarie 2003 op die perseel te Erf 5323 Langebaan, Artemisstraat 6, Paradise Beach, Langebaan 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 5323, Langebaan, in die Munisipaliteit Saldanhaabaai, Afdeling Malmesbury, Provinsie van die Wes-Kaap, groot 400 (vierhonderd) vierkante meter, gehou kragtens Transportakte nr T49697/1999.

Eiendom geleë te Artemisstraat 6, Paradise Beach, Langebaan.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is onverbeterd (kaal erf).

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, C J Veldtman (Tel 939-0040) en/of die Balju vir die Landdroshof, B J Geldenhuys, Moorreesburg/Hopefield [Tel. (022) 433-1132].

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 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.

Verkoopsvoorwaardes: Die volledige verkoopsvoorwaardes lê ter insae by die Afslaer, C J Veldtman (Tel 939-0040) en/of die Balju vir die Landdroshof, B J Geldenhuys, Moorreesburg/Hopefield [Tel. (022) 433-1132.]

Datum: 14 November 2002.

Fourie Basson & Veldtman, Toplin Huis, Voortrekkerweg 219, Parow. (Verwysing: CJV/RB/5395.)

Case No: 9868/99

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

In the matter between THE OUTER WEST LOCAL COUNCIL, Plaintiff, and GOVINDARAJ NAIDOO, 1st Defendant, and SELVARANI NAIDOO, 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 22 day of January 2003, in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown at 10h00.

Description: Erf 2521, Kloof (Extension No. 12), Registration Division FT, situate in the Durban Metropolitan Unicity Municipality Area, Province of KwaZulu-Natal, in extent of 850 square metres, held by Deed of Transfer No. T35102/94 KZ.

Physical address: 11 Orchid Avenue, Wyebank, Kloof.

Improvements: Brick dwelling under tile, comprising of: 3 bedrooms, lounge, kitchen, t/bathroom.

1. The property and the improvement 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 of 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 Inc.

J P van Oers, Plaintiff's Attorneys, Dickinson & Theunissen Inc., First Floor, One Simpson Place, Sunnyside Lane, Pinetown.

SALE IN EXECUTION

NEDCOR BANK LIMITED vs K D MTHEMBU**Mitchells Plain, Case No: 13826/96***The property:* Erf 1638, Khayelitsha, in extent 161 square metres, situate at: B523 Khayelitsha.*Improvements* (not guaranteed): Brick building, asbestos roof, fully vibre crete fencing, bedroom, cement floors, lounge, bathroom & toilet.*Date of sale:* 21st January 2003 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 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, Khayelitsha.

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

SALE IN EXECUTION

NEDCOR BANK LIMITED vs H & C BAARTMAN**Mitchells Plain, Case No. 24852/00***The property:* Erf 17262, Mitchells Plain, in extent 222 square metres, situate at 47 Bamboo Street, Lentegour, Mitchells Plain.*Improvements* (not guaranteed): Brick building, tiled roof, fully fencing, 3 bedrooms, lounge, kitchen, bathroom & toilet.*Date of sale:* 21st January 2003 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 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, Mitchells Plain (North).

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

Saaknr: 6200/00

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

In die saak tussen SAVE-A-DEAL ONE CC h/a SUNPROP BUILDING SUPPLIES, Eiser, en NAPTHUR CC, Eerste Verweerder, en KLAAS JAKOBUS BOOYSENS, Tweede Verweerder*Die eiendom:* Erf 2262, Macassar, groot 130 vierkante meter, geleë by Hidestraat 14, Macassar.*Verbeterings* (nie gewaarborg): Dubbelverdieping 2 x slaapkamers, kombuis, sitkamer, badkamer/toilet.*Veilingsdatum:* 28 Januarie 2003 om 10h00. *Plek van veiling:* Landdroshof, Caledon Straat, Somerset-Wes.*Materiële voorwaardes:*

Die veiling sal voetstoots per openbare veiling aan die hoogste bieder geskied, die prys as volg betaalbaar: 10% van die koopprijs kontant of per bankjek by ondertekening van die veilingsvoorwaardes en die res teen oordrag, met rente daarop bereken op die wyse soos meer volledig in die veilingsvoorwaardes uiteengesit wat onmiddellik voor die veiling voorgelees sal word en ter insae lê in die kantoor van die Balju vir die Landdroshof, Somerset-Wes.

Lucas Dysel Crouse Ingelyf, Cambridgestraat, Posbus 2723, Durbanville, 7550. (Verw: DPS/LM/B479.)

Saaknr: 1729/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BEAUFORT WES GEHOU TE BEAUFORT WES

In die saak tussen ME JOHANNA BERG, Vonnisskuldeiser, en LISA CEDRAS, Vonnisskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en die Lasbrief vir Eksekusie sal die hieronder vermelde eiendom verkoop word op 29 Januarie 2003 om 12:00 te Renierstraat 51, Beaufort Wes, aan die persone wat die hoogste aanbod maak, naamlik:

Erf 4514 Beaufort Wes, in die Munisipaliteit en Afdeling van Beaufort Wes, Provinsie Wes Kaap, groot 493 vierkante meter.

Bekend as: Renierstraat 51, Beaufort Wes.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju, Beaufort Wes (023-415-1552) en by die ondergetekendes.

Die belangrikste voorwaardes daarin vervat is die volgende:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van die verkoping sal gelees word onmiddellik voor die verkoping en sal later ter insae lê by die kantoor van die Balju, Beaufort Wes.

Geteken te Beaufort Wes op 4 Desember 2002.

Van Niekerk Prokureurs, Birdstraat 100, Posbus 6, Beaufort Wes, 6970. (Verw: S Koch/VV0003.)

Saak No. 847/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK BREDASDORP GEHOU TE BREDASDORP

In die saak tussen KAAP AGULHAS MUNISIPALITEIT, Eiser, en L KAPTEIN & J PRINS, 2 Verweerders

Ingevolge 'n Vonnis gelewer op 11 September 2001, in die Bredasdorp Landdroshof en 'n Lasbrief van Eksekusie daarna uitgereik, word die goedere hieronder beskryf in eksekusie verkoop op 24 Januarie 2003 om 11:00 vm te Landdroskantoor, Langstraat, Bredasdorp aan die hoogste bieder:

Beskrywing: Erf 3985, Bredasdorp, geleë in die Munisipaliteit Kaap Agulhas, Afdeling Bredasdorp, Provinsie Wes-Kaap.

Erfnommer: 3985, grootte 209 vierkante meter.

Eiendomsadres: Riversidestraat 22, Bredasdorp.

Verbeterings: Die eiendom is verbeter met 'n woonhuis.

Soos gehou deur die skuldenaar kragtens Akte van Transport nommer T105155/98.

Vernaamste voorwaardes: Tien persent (10%) van die koopprys van die eiendom tesame met die Baljukommissie, moet onmiddellik na die veiling betaal word. Die balans-koopprys, tesame met rente bereken vanaf die datum van verkoping tot die datum van oordrag, is betaalbaar teen registrasie van oordrag en moet gesekureer word deur 'n goedgekeurde bank- of bougenootskapswaarborg wat binne veertien (14) dae na die verkoping, ingedien moet word by die Eiser se Prokureur.

Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Distrik van Bredasdorp, Kerkstraat, Bredasdorp.

Gedateer te Bredasdorp op 28/11/02.

L le Riche, vir Luttig & Seun, Eiser se Prokureur, Waterkantstraat, Bredasdorp, 7280. (Verwysing: Mev. Terhoeven/Z13215.)

Saak No. 354/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK BREDASDORP GEHOU TE BREDASDORP

In die saak tussen KAAP AGULHAS MUNISIPALITEIT, Eiser, en S & MC STRUIS, Verweerders

Ingevolge 'n Vonnis gelewer op 8 Junie 2001, in die Bredasdorp Landdroshof en 'n Lasbrief van Eksekusie daarna uitgereik, word die goedere hieronder beskryf in eksekusie verkoop op 24 Januarie 2003 om 11:00 vm te Landdroskantoor, Langstraat, Bredasdorp aan die hoogste bieder:

Beskrywing: Erf 2687, Bredasdorp, geleë in die Munisipaliteit Kaap Agulhas, Afdeling Bredasdorp, Provinsie Wes-Kaap.

Erfnommer: 2687, grootte 209 vierkante meter.

Eiendomsadres: Rivierstraat 18, Bredasdorp.

Verbeterings: Die eiendom is verbeter met 'n woning.

Soos gehou deur die skuldenaar kragtens Akte van Transport nommer T64538/96.

Vernaamste voorwaardes: Tien persent (10%) van die koopprys van die eiendom tesame met die Baljukommissie, moet onmiddellik na die veiling betaal word. Die balans-koopprys, tesame met rente bereken vanaf die datum van verkoping tot die datum van oordrag, is betaalbaar teen registrasie van oordrag en moet gesekureer word deur 'n goedgekeurde bank- of bougenootskapswaarborg wat binne veertien (14) dae na die verkoping, ingedien moet word by die Eiser se Prokureur.

Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Distrik van Bredasdorp, Kerkstraat, Bredasdorp.

Gedateer te Bredasdorp op 28/11/02.

L le Riche, vir Luttig & Seun, Eiser se Prokureur, Waterkantstraat, Bredasdorp, 7280. (Verwysing: Z12534.)

Saak No. 1197/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BREDASDORP GEHOU TE BREDASDORP

In die saak tussen BREDASDORP MUNISIPALITEIT, Eiser, en M J & S L JANUARY, Verweerder

Ingevolge 'n Vonnis gelewer op 3 Maart 2000, in die Bredasdorp Landdroshof en 'n Lasbrief van Eksekusie daarna uitgereik, word die goedere hieronder beskryf in eksekusie verkoop op 24 Januarie 2003 om 11:00 vm te Landdroskantoor, Langstraat, Bredasdorp aan die hoogste bieder:

Beskrywing: Erf 4024, Bredasdorp, geleë in die Munisipaliteit Kaap Agulhas, Afdeling Bredasdorp, Provinsie Wes-Kaap.

Erfnommer: 4024, grootte 209 vierkante meter.

Eiendomsadres: Sabatstraat 56, Bredasdorp.

Verbeterings: Die eiendom is verbeter met 'n woonhuis.

Soos gehou deur die skuldenaar kragtens Akte van Transport nommer T105154/98.

Vernaamste voorwaardes: Tien persent (10%) van die koopprys van die eiendom tesame met die Baljukommissie, moet onmiddellik na die veiling betaal word. Die balans-koopprys, tesame met rente bereken vanaf die datum van verkoping tot die datum van oordrag, is betaalbaar teen registrasie van oordrag en moet gesekureer word deur 'n goedgekeurde bank- of bougenootskapswaarborg wat binne veertien (14) dae na die verkoping, ingedien moet word by die Eiser se Prokureur.

Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Distrik van Bredasdorp, Kerkstraat, Bredasdorp.

Gedateer te Bredasdorp op 29/11/02.

L le Riche, vir Luttig & Seun, Eiser se Prokureur, Waterkantstraat, Bredasdorp, 7280. (Verwysing: Z10830.PT.)

Saak No. 1519/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK BREDASDORP GEHOU TE BREDASDORP

In die saak tussen KAAP AGULHAS MUNISIPALITEIT, Eiser, en J J BARENDSE & C J KOERT, 2 Verweerders

Ingevolge 'n vonnis gelewer op 1 November 2001, in die Bredasdorp Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die goedere hieronder beskryf in eksekusie verkoop op 24 Januarie 2003 om 11:00 vm te Landdroskantoor, Langstraat, Bredasdorp, aan die hoogste bieder:

Beskrywing: Erf 3733, Bredasdorp, geleë in die Munisipaliteit Kaap Agulhas, Afdeling Bredasdorp, provinsie Wes-Kaap.

Erfnommer 3733, grootte 209 vierkante meter.

Eiendomsadres: Walbrughstraat 5, Bredasdorp.

Verbeterings: Die eiendom is verbeter met 'n woonhuis.

Soos gehou deur die Skuldenaar kragtens Akte van Transport nommer T31999/98.

Vernaamste voorwaardes: Tien persent (10%) van die koopprys van die eiendom tesame met die Baljukommissie, moet onmiddellik na die veiling betaal word. Die balans-koopprys, tesame met rente bereken vanaf die datum van verkoping tot die datum van oordrag, is betaalbaar teen registrasie van oordrag en moet gesekureer word deur 'n goedgekeurde bank- of bougenootskapswaarborg wat binne veertien (14) dae na die verkoping, ingedien moet word by die Eiser se Prokureur.

Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Distrik van Bredasdorp, Kerkstraat, Bredasdorp.

Gedateer te Bredasdorp op 25/11/02.

L le Riche, Luttig & Seun, Eiser se Prokureur, Waterkantstraat, Bredasdorp, 7280. (Verwysing: Z13925/Mev. Terhoeven.)

Case No. 35326/01

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

In the matter between ABSA BANK LIMITED, MAITLAND, Plaintiff, and SHARON ELAINE ADAMS, First Defendant

The following property will be sold in execution at the site being 11 Frank Rob Street, Milnerton, on the 23 January 2003 at 11:00 am, to the highest bidder:

Erf 118239, Brooklyn, measuring three hundred and thirteen square metres, situate at 11 Frank Rob Street, Milnerton, 7405, held by Title Deed T7739/01.

Property description: A brick residential dwelling under a corrugated iron roof comprising of 2 bedrooms, lounge, kitchen, bathroom, toilet.

1. The following improvements are reported by not guaranteed:

2. **Payment:** A deposit of ten per centum of the purchase price must be paid in cash or by Deposit-taking Institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 17.00% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a Deposit-taking Institution to be delivered within 14 days of the sale.

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

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

Abrahams & Gross Inc., Attorneys for Plaintiff, 16th Floor, 2 Long Street, Cape Town, 8001; PO Box 1661, Cape Town, 8000. (Tel. 418-2020.) (Ref. COL/BBS/Z06245.)

Case No. 31135/2000

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

In the matter between NEDCOR BANK LIMITED versus NANIWE ZOE VUMAZONKE

The following property will be sold in execution by public auction held at Mitchell's Plain Court, to the highest bidder on Tuesday, 21 January 2003 at 10:00 am:

Erf 102, Guguletu, in extent 217 (two hundred and seventeen) square metres, held by Deed of Transfer TL63352/1989, situate at NY8 – No. 26 Malunga Park, Gugulethu.

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: Single brick dwelling, tiled roof, kitchen, lounge, 3 bedrooms, bathroom/toilet.

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 17,00% 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 or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 3rd day of December 2002.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 406-9100.) (Ref. Mrs D JARDINE/C45669.)

Case No. 32035/2002

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

In the matter between ABSA BANK LIMITED, Plaintiff, and TERESA DAPHNE LOURENS, Defendant

In pursuance of a judgment granted against the Defendant by the Honourable Court on 22 October 2002 and a warrant of execution issued thereto the undermentioned immovable property described as:

Erf 2434, Brackenfell, situate in the City of Cape Town, Cape Division, Province of the Western Cape and held by Deed of Transfer No. T97526/2001, being 13 Ravlee Street, Protea Heights, Brackenfell, in extent 750 (seven hundred & fifty) square metres.

The abovementioned property will be sold in execution at the Sheriff, on Friday, 24 January 2003 at 09h00.

The said property has the following improvements (but not guaranteed): House with tiled roof, 3 bedrooms, bathroom, swimming pool, single garage, outside toilet, open plan kitchen & lounge, surrounded by vibracrete.

The conditions of sale may be inspected at the offices of the Sheriff of Bellville.

Dated at Cape Town this 3rd day of December 2003.

Truter & Hurter Incorporated, A S Hurter, Attorneys for Judgment Creditor, 5th Floor, Dumbarton House, 1 Church Street, Cape Town. (Ref. ASH/Is/27250.)

Case No. 20460/01

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

In the matter between ABSA BANK LIMITED, Plaintiff, and SOLOMON RODNEY FEBRUARY, Defendant

In pursuance of a judgment in the Court of the Magistrate of Goodwood, the following will be sold in execution on 30 January 2003 at 10h00 at Goodwood Court to the highest bidder:

Erf 26496, Goodwood Cape, 412 square metres, held by Deed of Transfer T60330/93, situate at 5 Bertha Street, Elsies River.

Property description: Brick dwelling under asbestos roof consisting of 3 bedrooms, bathroom/wc, 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 12.75% 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, Goodwood.

Dated at Cape Town on this 4 December 2002.

C & A Friedlander Inc., Plaintiff's Attorneys, 3rd Floor, 42 Keerom Street, Cape Town. (Ref. C L SILVERWOOD/Z04145.)

Case No. 4913/02

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

**In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and ADRIAN PETER DE LUCCHI,
1st Judgement Debtor, and LOUISE DE LUCCHI, 2nd Judgment Debtor**

The undermentioned property will be sold in execution at 36 Hartenbos Street, Little Brak River on 28 January 2003 at 11h00:

Erf 1240, Little Brak River, situate in the Municipality and Division of Mossel Bay, Western Cape Province, in extent 581 (five hundred and eighty one) square metres, comprising vacant land.

The sale shall be by public auction without reserve to the highest bidder, subject to the High 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 High Court for Mossel Bay 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.] (KG KEMP/LvS/G1587.) (6127977900201.)

Case No. 1122/2002

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

In the matter between: NEDCOR BANK LIMITED, Judgment Creditor, and SYLVIA TOBIAS, Judgment Debtor

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse, Strand, on 30 January 2003 at 12h00:

Erf 14672, Strand in the City of Cape Town, Division Stellenbosch, Western Cape Province, also known as 32 Veronica Street, Strand, in extent 244 (two hundred and forty four) square metres, comprising 1 bedroom, lounge, kitchen and bathroom.

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 Strand 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.] (per KG Kemp/LvS/G1472.) (Acc. No. 8279140000101.)

Saak No. 7328/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK STRAND GEHOU TE STRAND

In die saak tussen SAAMBOU BANK BEPERK (onder Kuratorskap kragtens Art. 69 van Bankwet 94/1990), Eksekusie-skuldeiser, en KEITH CEDRAS, 1e Eksekusieskuldenaar, en YOLANDA CAROLINE CEDRAS, 2de Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op Donderdag, 23 Januarie 2002 om 11h00 op die perseel.

Erf 15117, Die Strand, in die Munisipaliteit van die Strand, Afdeling Stellenbosch, groot 491 vierkante meter, gehou kragtens Transportakte No. T9431/1994, ook bekend as Annika Slot 11, Sercor Park, Strand.

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 13,25% 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, oopplan kombuis/sitkamer, badkamer.

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

Gedateer te Kuilsrivier op hierdie 21ste dag van November 2002.

A. J. Marais (W42030), vir Marais Müller Ingelyf, Prokureur vir Vonnisiskuldeiser, Van Riebeeckweg 58, Kuilsrivier. (Tel. 903-5191.)

Saak No. 11927/2002

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen PETER SAMEUL RITTLES, 1e Eksekusieskuldeiser, GAIL ALLISON RITTLES, 2e Eksekusieskuldeiser, en MICHAEL DENZIL ADAMS, 1e Eksekusieskuldenaar, en SARA MARIA ADAMS, 2e Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op Donderdag, 22 Januarie 2003 om 09h00 by die BaljuKantore, Industriaweg 16, Kuilsrivier.

Erf 4444, Blue Downs, geleë in die Oostenberg Munisipaliteit, Afdeling Stellenboskch, provinsie Wes-Kaap, groot 354 vierkante meter, gehou kragtens Transportakte Nr. T61258/2000, ook bekend as Bulrushstraat 4, Electric City, Blue Downs.

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 koopprijs word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprijs met rente daarop teen 'n koers van 24% 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): Erf met bediende kwartiere omhein met vibrecrete.

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

Gedateer te Kuilsrivier op hierdie 21ste dag van November 2002.

A. J. Marais (W36146), per Marais Müller Ingelyf, Prokureur vir Vonnisiskuldeiser, Van Riebeeckweg 58, Kuilsrivier. (Tel. 903-5191.)

Case No. 18836/00

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

In the matter between: ABSA BANK LIMITED, Mitchells Plain, Plaintiff, and ERNEST BROWN, First Defendant, and IRMA INGRID RENE BROWN, Second Defendant

The following property will be sold in execution at the Mitchells Plain Court House on the 21 January 2003 at 10h00 am, to the highest bidder:

Erf 360, Weltevreden Valley Mitchells Plain, measuring 389 square metres, situate at 8 Parklane Street, Weltevreden Valley, Mitchells Plain, 7785 held by Title Deed T101595/1997.

Property description: A brick residential dwelling under a tiled roof consisting of 4 bedrooms, bathroom, toilet, kitchen, lounge.

1. The following improvements are reported but not guaranteed:

2. **Payment:** A deposit of ten per centum of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 14,50% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

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

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

Abrahams & Gross Inc., Attorneys for Plaintiff, 16th Floor, 2 Long Street, Cape Town, 8001; PO Box 1661, Cape Town, 8000. (Tel. No. 418-2020.) (Ref. Col/BBS/Z05706.)

Case No. 5007/02

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

**In the matter between: ABSA BANK LIMITED, Mitchells Plain, Plaintiff, and
THELMA ROSEMARY DOWRIES, First Defendant**

The following property will be sold in execution at the Mitchells Plain Court House on the 21 January 2003 at 10h00 am, to the highest bidder:

Erf 383, Mandalay, measuring one thousand, three hundred and fourteen square metres, situate at 13 Tennyson Street, Mandalay, Mitchells Plain (N) 7785, held by Title Deed T83082/01.

Property description: A vacant plot.

1. The following improvements are reported but not guaranteed:

2. *Payment:* A deposit of ten per centum of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 15,0% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

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

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

Abrahams & Gross Inc., Attorneys for Plaintiff, 16th Floor, 2 Long Street, Cape Town, 8001; PO Box 1661, Cape Town, 8000. (Tel. No. 418-2020.) (Ref. Col/BBS/Z06506.)

Saak No. 24753/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MITCHELLS PLAIN GEHOU TE MITCHELLS PLAIN

**In die saak tussen ABSA BANK BEPERK, Eiser, en GARRET CHRISTOPHER ISAACS, Eerste Verweerder, en
CAROL ADELAIDE ISAACS, Tweede Verweerder**

Die volgende onroerende eiendom word per openbare veiling verkoop op Dinsdag, 28 Januarie 2003 om 12h00 by Baljukantore, Mulberryweg 2, Strandfontein:

Erf 39726, Mitchells Plain, 300 vierkante meter groot en geleë te Borzoisingel 49, Strandfontein.

Verbeterings (nie gewaarborg inie): Sitkamer, kombuis, 4 slaapkamers, badkamer, toilet, garage, diefwering.

Die veilingsvoorwaardes wat van toepassing is sal voor die veiling uitgelees word en is ter insae by die Balju van die hof bomeeld en bepaal onder andere dat:

1. Die verkoping voetstoots is aan die hoogste bieder.

2. Een-tiende van die koopprijs 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 12 November 2002.

Sandenbergh Nel Haggard, Golden Isle, Durbanweg 281, Bellville.

Case No. 13439/01

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

In the matter between NEDCOR BANK LIMITED, versus GLEN ANTHONY DEMPERS and JULIE DEMPERS

The following property will be sold in execution by public auction held at Mitchell's Plain South Sheriff, 2 Mulberry Way, Strandfontein, to the highest bidder on Tuesday, 21 January 2003 at 12 noon:

Erf 37105, Mitchell's Plain, in extent 250 (Two Hundred and Fifty) Square metres, held by Deed of Transfer T40731/98, Situated at 15 Dunkirk Road, Strandfontein.

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: Brick building, tiled roof, fully vibre-crete fence, garage, cement floors, separate kitchen, lounge, bathroom & toilet.

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 17,00% 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 or Building Society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 22nd day of November 2002.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town.
(Tel. 406-9100.) (Ref. Mrs D Jardine/C48122.)

Saak No. 5438/98

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen: **SAAMBOU BANK BEPERK (in kuratorskap), Eiser, en WAYNE LOUIS CHARLES ENSLIN MORRIS, 1ste Verweerder, en NATALIE LORRAINE MORRIS, 2de Verweerder**

Ter uitvoering van 'n Vonnis van die bogemelde Agbare Hof gedateer 15 September 1998 sal die hiernabeskrewe vaste eiendom in Eksekusie verkoop word op Donderdag, 30 Januarie 2003 om 12h00 op die perseel te Erf 62943, Kaapstad te Lansdowne, Burwoodstraat 123, Rondebosch 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 62943, Kaapstad te Lansdowne, in die Stad Kaapstad Afdeling Kaap, Provinsie van die Wes-Kaap, groot 496 (Vier Honderd Ses en Negentig) vierkante meter, gehou kragtens Transportakte T69865/1995.

Eiendom geleë te Burwoodstraat 123, Rondebosch.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter met 'n woonhuis met baksteenmure, teëldak, 3 slaapkamers, sitkamer, eetkamer, kombuis, 1 1/2 badkamers/toilette en motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, C J Veldtman (Tel. 939-0040), en/of Die Balju vir die Landdroshof, E E Carelse, Mitchells Plain Oos [Tel. (021) 761-4165.]

Betaalvoorwaardes: Tien persent (10%) van die koopprijs moet onmiddellik na die veiling tesame met die Afslaaers- en/of Balju-kommissie betaal word. Die balanskooprijs 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, C J Veldtman (Tel. 939-0040) en/of Die Balju vir die Landdroshof, E E Carelse, Mitchells Plain Oos [Tel. (021) 761-4165.]

Datum: 20 November 2002.

Fourie Basson & Veldtman, Toplin Huis, Voortrekkerweg 219, Parow. (Verw.: CJV/RB/4165.)

Case No. 6065/00

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

In the matter between **NEDCOR BANK LIMITED versus ABDULLA SAMBOW, and FAGMIEDA SAMBOW**

The following property will be sold in execution by public auction held at Mitchell's Plain South Sheriff's Offices, 2 Mulberry Way, Strandfontein, to the highest bidder on Tuesday, 21 January 2003 at 12 noon:

Erf 14108, Mitchell's Plain, in extent 197 (One Hundred and Ninety Seven) Square metres, held by Deed of Transfer T45773/1999, Situated at 36 Beaufort Street, Rocklands, Mitchell's Plain.

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: Brick building, tiled roof, fully vibre-crete fence, burglar bars, 2 bedrooms, cement floors, separate kitchen, lounge, bathroom & toilet.

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 17,00% 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 or Building Society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 20th day of November 2002.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town.
(Tel. 406-9100.) (Ref. Mrs D Jardine/C46154.)

Case No. 3913/2001

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

In the matter between NEDCOR BANK LIMITED versus DESMOND DAVID BOOI, DIANE BOOI

The following property will be sold in execution by public auction held at Mitchells Plain South, Sheriff's Offices, 2 Mulberry Way, Strandfontein, to the highest bidder on Tuesday, 21 January 2003 at 12 noon:

Erf 43695, Mitchells Plain, in extent 196 (one hundred and ninety six) square metres, held by Deed of Transfer T69526/2000, situate at 25 Hunter Avenue, Strandfontein.

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: Brick walls, tiled roof, burglar bars, garage, 3 bedrooms, separate kitchen, cement floors, lounge, dining room, bathroom & toilet.

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 17,00% per annum calculated on the Judgment Creditor'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 Cape Town on this 19th day of November 2002.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeek Street, Cape Town.
(Tel. 406-9100.) (Ref. Mrs D Jardine/C36247.)

Case No. 22703/01

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

In the matter between NEDCOR BANK LIMITED versus ROGER JOHN WILSCOTT, VIRGINIA DAWN WILSCOTT

The following property will be sold in execution by public auction held at Mitchells Plain South, Sheriff's Offices, 2 Mulberry Way, Strandfontein, to the highest bidder on Tuesday, 21 January 2003 at 12 noon:

Erf 21820, Mitchells Plain, in extent 142 (one hundred and forty two) square metres, held by Deed of Transfer T63865/2000, situate at 45 Assegaaibos Street, Tafelsig, Mitchells Plain.

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: Brick building, tiled roof, fully brick fence, burglar bars, carport, 3 bedrooms, cement floors, separate kitchen, lounge, bathroom & toilet.

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 17,00% per annum calculated on the Judgment Creditor'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 Cape Town on this 19th day of November 2002.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeek Street, Cape Town.
(Tel. 406-9100.) (Ref. Mrs D Jardine/C35186.)

Case No. 39348/2001

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and BONGIWE LIESBET AARON, Defendant

Pursuant to the Judgment of the above Court granted on the 21st day of November 2001 and a writ of execution issued thereafter, the undermentioned property will be sold in execution at 10h00 on Tuesday, 21 January 2003 at Mitchells Plain Magistrate's Court to the highest bidder:

M16 NR10, Nyanga East, Guguletu.

Erf 2049, Nyanga, situate in the area of the Transitional Metropolitan Substructure Ikapa, Administrative District of the Cape, Western Cape Province, in extent 249 (two hundred and forty nine) square metres, held by Deed of Transfer No. TL74769/1995.

The following improvements are situated on the property, although in this respect nothing is guaranteed: A single brick dwelling with tiled roof consisting of 3 bedrooms, 1 lounge, 1 kitchen, 1 bathroom and toilet.

Conditions of sale: 10% of the purchase price and Sheriff of the Magistrate's Court charges in cash or by means of a bank guaranteed cheque immediately after the property is declared sold and the balance plus interest shall be paid against transfer and secured by bank, building society or other acceptable guarantee to be furnished within thirty (30) days from date of sale.

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

Signed at Cape Town this 14th day of November 2002.

Denis Lloyd, Walker Inc., Plaintiff's Attorneys, 15th Floor, Pleinpark Building, Plein Street, Cape Town.
(Ref. DJL/MP/P514/W05768.)

Saak No. 5284/00

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

**ABSA BANK BEPERK, Eksekusieskuldeiser, en MCB BED & BREAKFAST CC, 1ste Eksekusieskuldenaar, en
B J LAWSON, 2de Eksekusieskuldenaar**

Die volgende eiendom sal in eksekusie verkoop word op 29 Januarie 2003 om 10h00 te Broadway Woonstelle 48, Georgestraat, Strand aan die hoogste bieder:

Eiendomsbeskrywing:

(a) Deel No. 25 soos getoon en volledig beskryf op Deelplan No. SS 502/1995 in die skema bekend as SS Broadway, ten opsigte van die grond en die gebou of geboue geleë te Strand, in die Stad van Kaapstad, Afdeling Stellenbosch, Wes-Kaap Provinsie, van welke deel die vloeroppervlakte, volgens genoemde Deelplan, 43 (drie en veertig) 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 deel, soos op genoemde deelplan aangeteken, gehou kragtens Transportakte Nr. ST16567/1998, ook bekend as Broadway Woonstelle 48, Georgestraat, Strand.

1. Die volgende verbeteringe word gemeld, maar nie gewaarborg nie: 'n Eenheid bestaande uit 2 x slaapkamers, sitkamer, kombuis, badkamer.

2.1 Die koopprys moet soos volg betaal word:

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

2.1.2 Die balans teen registrasie van transport tesame met rente op die volle koopprys teen die heersende prima rentekoers (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, welke balans plus rente soos voormeld verseker moet word deur 'n bankwaarborg wat vir die Eiser se Aktebesorger aanvaarbaar is.

2.2 Die voormelde waarborg moet binne 14 (veertien) dae vanaf datum van verkoping deur die koper aan die Balju, of op instruksie van die Balju, aan die Eiser se prokureurs oorhandig word en moet voorsiening maak vir betaling van die genoemde volle balans-koopprys plus rente teen registrasie van transport, op voorwaarde dat indien die Eiser die koper is, geen deposito of waarborg nodig sal wees nie en dat die Eiser die volle koopprys plus rente aan die Balju sal betaal teen registrasie van transport.

3. Die Balju sal van enige bieder vereis om bevredigende bewys te lewer van sy vermoë om gemelde deposito te kan betaal.

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

Geteken te Somerset-Wes op die 15de dag van November 2002.

G J Smit, Miller Bosman Le Roux, Prokureur vir Vonnisskuldeiser, ABSA Gebou, Hoofstraat 140, Somerset-Wes.
(Verw. mnr G J Smit/ev/NA0258.)

Case No. 11045/01

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

**In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and
NICOLAS ANDREAS HANEKOM, Judgment Debtor**

The undermentioned property will be sold in execution at 48 Reitz Street, Paarl on 27 January 2003 at 10h00:

Erf 19762, Paarl, situate in the Drakenstein Municipality, Division of Paarl, Western Cape Province, in extent 520 (five hundred and twenty) square metres, comprising dwelling, nothing guaranteed.

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 Paarl 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. KG Kemp/LvS/G1396.)

Case No: 9523/01

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and
ABDUL KADER ALLIE ABDULLA, 1st Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on the 24 January 2002 and subsequent warrant of execution, the following property will be sold in execution at 10h00 on 21 January 2003 at Stellenbosch Road (Klapmuts), Paarl, namely:

Portion 4 of the farm Bronkhorst No. 748, Division of Paarl, Western Cape Province, in extent 5 248 square metres, held by Deed of Transfer No. T43015/85, also known as Stellenbosch Road, Paarl.

And take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, Auction Alliance Auctioneers, 294 Main Street, Paarl, and contain *inter alia* the following provisions:

1. Ten percent of purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed with 14 (fourteen) days of date of sale.
3. Possession subject to any Lease Agreement.
4. Reserve price to be read out at sale.

Dated at Paarl on the 26 November 2002.

Faure & Faure, Patriotpers Building, 227 Main Street, Paarl; PO Box 20, Paarl, 7622. (8711200.) (Ref: SV/DMK00001.)

Saak Nr. 4813/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN STELLENBOSCH GEHOU TE STELLENBOSCH

In die saak tussen: MUNISIPALITEIT STELLENBOSCH, Eiser, en M LOUW, Verweerder

Ter uitvoering van 'n uitspraak in die Landdroshof vir die Distrik van Stellenbosch en lasbrief tot uitwinning gedateer 14 Augustus 2002, sal die volgende eiendom per publieke veiling verkoop word, te die Landdroskantoor, Paarl, op 28 Januarie 2003 om 10:00, aan die hoogste bieder:

Erf 657, Stellenbosch, geleë in die gebied van die Munisipaliteit en Afdeling van Stellenbosch, Provinsie Wes-Kaap, groot 200 (tweehonderd) vierkante meter; gehou kragtens Transportakte Nr. T93204/2000, ook bekend as Mosesstraat 17, Klapmuts, Provinsie Wes-Kaap.

Verkoopsvoorwaardes:

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

2. Die volgende verbeteringe aan die eiendom word gemeld maar niks word gewaarborg nie: Asbesdak (sonder ceiling & krag), een vertrek, een badkamer (RDP woning).

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

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

Cluver Markotter, Prokureurs vir Eiser, Meulpleingebou, Meulstraat, Stellenbosch. (Verw: LER/Mev Ackerman/F67728.)

SALE IN EXECUTION

NEDBANK 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, bathroom, toilet, 2 bedrooms, asbestos roof.

Date of sale: 23rd January 2003 at 09:00 am.

Place of sale: Bellville Sheriff's Office.

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.

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

SALE IN EXECUTION**NEDCOR BANK LIMITED versus M J & M H CLAASSEN****Kuils River Case No. 15016/01**

The property: Erf 3064, Blue Downs, in extent 350 square metres, situate at 48 Washington Street, Malibu Village.

Improvements (not guaranteed): 2 bedrooms, open plan kitchen, lounge, bathroom, tiled roof.

Date of sale: 22nd January 2003 at 09:00 am.

Place of sale: Sheriff's Office, 16 Industria Road, Kuils River.

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, Kuils River.

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

SALE IN EXECUTION**NEDCOR BANK LIMITED versus F W NYAMENDE****Mitchells Plain Case No. 1874/97**

The property: Erf 2018, Khayelitsha, in extent 159 square metres, situate at B156 Siphwe Avenue, Khayelitsha.

Improvements (not guaranteed): Brick building, asbestos roof, 2 bedrooms, open plan kitchen, lounge, bathroom & toilet.

Date of sale: 21st January 2003 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 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, Khayelitsha.

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

Case No: 23030/2002

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

In the matter between FIRSTRAND BANK LIMITED, formerly known as FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED NO. 05/01225/06, Plaintiff, and MBULAHENI SIMON NEMUTANDANI, First Defendant, and VERONICA NEMUTANDANI, Second Defendant

In the above matter a sale will be held on Tuesday, 21st January 2003 at 10.00 am at the site being 9 Wright Street, Woodstock.

Erf 114680, Cape Town, at Woodstock, in the City of Cape Town, Cape Division, Province of the Western Cape, being 9 Wright Street, Woodstock, measuring one hundred and sixteen (116) square metres, held by Defendants under Deed of Transfer No. T80932/1994.

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 bank 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): Semi-detached house consisting of 2 bedrooms, lounge, kitchen and bathroom.
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, Cape Town, and at the offices of the undersigned.

Dated at Grassy Park this 29th day of November 2003.

E. W. Domingo & Associates, Plaintiff's Attorneys, 10 Market Street, Grassy Park. (Ref: E. W. Domingo/fm.) c/o J. L. Martinson & Company, 717 Grand Parade Centre, Adderley Street, Cape Town.

Case No. 17775/2001

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 HENDRIK WILLEM VENTER, 1st Judgment Debtor, and MARIA DOROTHEA VENTER, 2nd Judgment Debtor

The undermentioned property will be sold in execution at the Sheriff's Office, 16 Industrial Road, Kuils River on 24 January 2003 at 09h00:

Erf 917, Kraaifontein in the City of Cape Town, Division of Paarl, Western Cape Province also known as 186 Muller Street, Peerless Park East, Kraaifontein, in extent 496 (four hundred and ninety six) square metres, comprising 2 bedrooms, bathroom, open plan lounge, kitchen, swimming pool.

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. KG Kemp/LvS/G1316.) (Acc. No. 8142 4864 00101.)

Saak No. 1269/2001

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Provinsiale Afdeling Kaap die Goeie Hoop)

In die saak tussen ABSA BANK BEPERK, Eiser, en boedel wyle RONALD JAMES STELLENBERG, Verweerder

Kragtens 'n uitspraak van bogemelde Agbare Hof en Lasbrief tot Eksekusie, sal die ondervermelde onroerende eiendom deur die Balju van die Hooggeregshof vir die Distrik van Bellville per Openbare Veiling te koop aangebied word op Donderdag, 30 Januarie 2003 om 10h00 by die perseel te Goeie Hoopstraat 3, Bellville Suid:

Die onroerende eiendom verkoop te word, word soos volg omskryf:

Sekere Restant Erf 11956, Bellville, 1193 vierkante meter groot en geleë te Goeie Hoopstraat 3, Bellville Suid.

Verbeterings (nie gewaarborg nie):

1. Sitkamer, kombuis, 1 slaapkamer, badkamer, toilet.
2. Kombuis, 2 slaapkamers, badkamer, toilet.
3. Kombuis, 2 slaapkamers, badkamer, toilet.
4. Losstaande buitekamer—kombuis, 2 slaapkamers, badkamer, toilet.

Veilingsvoorwaardes:

1. Een-tiende (1/10) van die koopprys in kontant is betaalbaar onmiddellik nadat die eiendom as verkoop verklaar is en die balans tesame met rente is betaalbaar teen registrasie van oordrag.

2. 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 van die Hooggeregshof, Koraalboomstraat 13, Blommendal, Bellville.

Geteken te Bellville op die 4de dag van Desember 2002.

L Sandenbergh, Sandenbergh Nel Haggard, Golden Isle, Durbanweg 281, Bellville. (Verw. M Britz—9199570.)

Saak No. 1269/2001

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Provinsiale Afdeling Kaap die Goeie Hoop)

In die saak tussen ABSA BANK BEPERK, Eiser, en boedel wyle RONALD JAMES STELLENBERG, Verweerder

Kragtens 'n uitspraak van bogemelde Agbare Hof en Lasbrief tot Eksekusie, sal die ondervermelde onroerende eiendom deur die Balju van die Hooggeregshof vir die Distrik van Bellville per Openbare Veiling te koop aangebied word op Donderdag, 30 Januarie 2003 om 11h00 by die perseel te Gershonlaan 10, Glenhaven, Bellville:

Die onroerende eiendom verkoop te word, word soos volg omskryf:

Sekere Erf 14065, Bellville, 606 vierkante meter groot en geleë te Gershonlaan 10, Glenhaven, Bellville.

Verbeterings (nie gewaarborg nie): Die eiendom is verdeel in 3 eenhede:

1. Sitkamer, kombuis, 2 slaapkamers, 2 badkamers, 2 toilette.
2. Sitkamer, badkamer, toilet, 2 slaapkamers, kombuis.
3. Sitkamer, kombuis, 1 slaapkamer, halwe badkamer.

Veilingsvoorwaardes:

1. Een-tiende (1/10) van die koopprys in kontant is betaalbaar onmiddellik nadat die eiendom as verkoop verklaar is en die balans tesame met rente is betaalbaar teen registrasie van oordrag.

2. 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 van die Hooggeregshof, Koraalboomstraat 13, Blommendal, Bellville.

Geteken te Bellville op die 4de dag van Desember 2002.

L Sandenbergh, Sandenbergh Nel Haggard, Golden Isle, Durbanweg 281, Bellville. (Verw. M Britz—9199570.)

Case No. 20671/02

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

In the matter between: FIRSTRAND BANK LIMITED, Plaintiff, and GRANT THOMAS ABRAHAMS, First Defendant, and BERNADETTE SANTEONNE ABRAHAMS, Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on the 20 November 2002, the under-mentioned property will be sold in execution at 12h00 on Thursday, the 23rd January 2003 at the Mitchells Plain South Sheriff's Office, 2 Mulberry Way, Strandfontein:

Erf 11424, Mitchells Plain, situate in the City of Cape Town, Cape Division, Province Western Cape measuring 160 square and held by Deed of Transfer No. T94004/00 comprising of a brick building, tiled roof, vibre-crete fence, burglar bars consisting of 3 bedrooms, cement floors, open plan kitchen, lounge, bathroom & toilet, and known as 2 Cessna, Rocklands, 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 in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10 (ten) per cent 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 4th day of December 2002.

T.O. Price, Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Saak No. 23966/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLAIN GEHOU TE MITCHELLS PLAIN

In die saak tussen: ABSA BANK LIMITED, en ALFONSO QUINTON JACKSON, IONA JACKSON

Die volgende eiendom word per openbare veiling verkoop op Dinsdag, 21 Januarie 2003 om 12h00 by die Baljukantore, 2 Mulberryweg, Strandfontein:

Erf 28537, Mitchells Plain, in die stad Kaapstad, afdeling van die Kaap, provinsie Wes-Kaap, groot 122 (een honderd twee en twintig) vierkante meter en geleë te 20 Three First Street, Eastridge, Michells Plain.

Verbeterings (nie gewaarborg nie): Baksteengebou, asbes dak, ten volle omhein met vibre-crete, diefwering, 3 slaapkamers, sement vloere, kombuis, sitkamer, badkamer en toilet.

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 Bellville hierdie 28ste dag van November 2002.

Bornman & Hayward, High Street VIII, 2de Vloer, Rosenpark, Tygervallei. (Verw. DDT/T Doyle/AO204/0375.) [Tel. (021) 914-6400.]

SALE IN EXECUTION

NEDBANK LIMITED versus G E & W P SEALE

Goodwood, Case No. 4750/94

The property: Erf 8534, Grassy Park.

In extent: 624 square metres.

Situated at: 24 Privet Avenue, off 8th Avenue, Grassy Park.

Improvements (not guaranteed): Brick walls, tiled roof, 3 bedrooms, lounge, kitchen, bathroom & toilet, double garage.

Date of sale: 24th January 2003 at 10.00 am.

Place of sale: 24 Privet Avenue, off 8th Avenue, Grassy Park.

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, Wynberg (South).

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

Case No. 3706/02

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

In the matter between: ESKOM FINANCE COMPANY, Execution Creditor, and NOMALADY GCABA, Execution Debtor

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 14/11/2002, the following property will be sold on Tuesday, the 28th January 2003 at 10h00 or as soon as the matter may be called at the Sheriff's Office, 5 Eales Street, King Williams Town:

Erf 9136, King William's Town, being 51 Vanda Crescent, Clubview, King Williams Town, 5600, Division: King William's Town, Eastern Cape Province, extent 182 (one hundred and eighty two) square metres, held by Deed of Transfer No. T17233/1998.

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, prior to the date of sale.

Dated at King William's Town on this 2nd day of December 2002.

Smith Tabata Attorneys Inc., Plaintiff's Attorneys, 126 Alexandra Road, King William's Town, 5600. (14/E031/024.)

Saak No. 1924/02

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MALMESBURY GEHOU TE MALMESBURY

In die saak tussen: ABSA BANK BEPERK, Eiser, en DOUGLAS RICAARD COLLOP, AMANDA ISABEL COLLOP, Verweerders

Die onroerende eiendom hieronder beskryf word op Dinsdag, 28 Januarie 2003 om 09h00 by die Atlantis Landdroshof per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

Erf 2608, Wesfleur, in die stad Kaapstad, afdeling Kaap, provinsie Wes-Kaap, groot 735 vk. m geleë te Barleriastraat 26, Protea Park, Atlantis.

Verbeterings: 'n woonhuis met 3 slaapkamers, kombuis, sitkamer, badkamer/toilet, onder asbesdak.

Verkoopsvoorwaardes:

1. Die verkoping sal "voetstoots" geskied, onderworpe aan die voorwaardes van die Titellakte waaronder die eiendom gehou word.
2. Een tiende (1/10) van die koopprijs is betaalbaar in kontant onmiddellik na verkoping en die balans, met rente, teen registrasie van oordrag.

3. Verdere voorwaardes, wat ten tyde van die verkoping uitgelees sal word, lê ter insae by die kantoor van die Balju van die Landdroshof Malmesbury, St Johnstraat 11, Malmesbury.

Afslaer, Die Balju, Landdroshof, Malmesbury.

Gedateer te Goodwood hierdie 27ste dag van November 2002.

P F Vos, Visagie Vos & Vennote, Prokureurs vir Eiser, Vasco Boulevard 181, Goodwood. [Tel. (021) 591-9221.] (Verw. PFV/N Prins/PF.613.)

SALE IN EXECUTION**NEDBANK LIMITED versus C MNGQIBISA****Goodwood, Case No. 1005/93***The property:* Erf 3202, Langa.*In extent:* 824 square metres.*Situated at:* 17 Mafunga Crescent, Langa.*Improvements* (not guaranteed): Asbestos roof, brick walls, lounge, kitchen, 3 bedrooms, bathroom.*Date of sale:* 23rd January 2003 at 10.00 am.*Place of sale:* Goodwood 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 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, Goodwood.

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

Case No. 6187/02**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

**In the matter between: ABSA BANK LIMITED, Plaintiff, and TIMOTHY JACOB PETERSEN, 1st Defendant,
NOLEEN GAIL PETERSEN, 2nd Defendant**

In pursuance of a Judgment granted on the 18/06/2002, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 27/01/2003 at 09:00 at the offices of the Sheriff, 16 Industrie Street, Kuils River:

Property description: Erf 2649, Eerste River, in the Local Area of Blue Downs, Stellenbosch Division; in extent three hundred and seventy eight (378) square metres; Held by Deed of Transfer No. T54435/92; Situate at 4 Elf St, Silwood Heights, Eerste River.

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, Bellville.

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 17.5%, 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 4 December 2002.

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 Vallei, 7536. (021) 915-4900. Ref: A0482/500/WS/Irma Otto.

Case No. 24971/00**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

In the matter between: ABSA BANK LIMITED, Plaintiff, and GERTRUIDA DIRKS, Defendant

In pursuance of a Judgment granted on the 24/01/2001, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 27/01/2003 at 09:00 at the offices of the Sheriff, 16 Industrie Street, Kuils River:

Property description: Erf 2608, Kleinvlei in the Local Area of Blue Downs, Stellenbosch Division; in extent five hundred and eighty four (584) square metres; Held by Deed of Transfer No. T38318/94; Situate at 63 Smarag Street, Kleinvlei.

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, Bellville.

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 17,50%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The Purchaser must pay the Auctioneer's and/or Sheriff's commission to the Auctioneer immediately after the sale.

Dated at Bellville this 4 December 2002.

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 Vallei, 7536. (021) 915-4900. Ref: A0482/361/WS/Irma Otto.

Case No. 7684/02

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and ASHLEY ABRAHAMS, 1st Defendant,
DESIREE DAWN ABRAHAMS, 2nd Defendant**

In pursuance of a Judgment granted on the 26/07/2002, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 27/01/2003 at 09:00 at the offices of the Sheriff, 16 Industrie Street, Kuils River:

Property description: Erf 4046, Kleinvlei in the local area of Blue Downs, Division Stellenbosch; in extent two hundred and eighty two (282) square metres; Held by Deed of Transfer No. T6633/1993; Situate at 47 Sering Crescent, Kleinvlei, Kuils River.

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, Bellville.

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 17,50%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The Purchaser must pay the Auctioneer's and/or Sheriff's commission to the Auctioneer immediately after the sale.

Dated at Bellville this 4 December 2002.

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 Vallei, 7536. (021) 915-4900. Ref: A0482/489/WS/Irma Otto.

Case No. 1107/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

**In the matter between: ABSA BANK LIMITED t/a UNITED BANK LTD, Plaintiff, and
G L SMITH, 1st Defendant, and K E SMITH, 2nd Defendant**

The following property will be sold in execution at the premises of the Defendants on the 21st January 2003 at 11h00 to the highest bidder:

Erf 3115, Somerset West, in the City of Cape Town, Stellenbosch Division, Western Cape Province, in extent 1 004 (one thousand and four) square metres, held by Deed of Transfer No. 53751/1988.

Street address: 2 Goldman Road, Somerset West.

1. The following improvements are reported, but not guaranteed: A brick wall & tiled roof dwelling consisting of: Lounge & dining-room, 4 bedrooms, 1 kitchen, 2 bathrooms/toilet and 1 shower/toilet.

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 claim 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 Somerset West - Tel (021) 852-4345.

Dated at Cape Town on this 28th day of November 2002.

H Ferreira, De Klerk & Van Gend, Plaintiff's Attorneys, ABSA Bank Building, 132 Adderley Street, Cape Town. (Ref. HF/rt/ C50029.)

Saak No. 30785/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BELLVILLE GEHOU TE BELLVILLE

In die saak tussen: NEDBANK PROPERTY FINANCE 'n divisie van NEDCOR BANK BEPERK, Eiser, en MNR A HOOSAIN in sy hoedanigheid as trustee van NIZAMIA FAMILIETRUST (T517/95), Verweerder

Ter uitvoering van 'n vonnis verkry in die Landdroshof Bellville gedateer 24 Desember 2001 en 'n Lasbrief vir Eksekusie sal die hiernabeskrewe vaste eiendom op Donderdag, 30 Januarie 2003 om 09h00 by die Baljukantore, Northumberlandweg 29, Bellville per publieke veiling in eksekusie verkoop word aan die hoogste bieder sonder reserve.

Erf 12023, Bellville, geleë in die Stad Kaapstad, Afdeling Kaap, Provinsie Wes-Kaap, groot 666 vierkante meter, gehou kragtens Transportakte Nr. T43469/1995.

Liggingsadres: Kasselsvleiweg 26, Bellville-Suid.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied onderworpe aan die bepalinge van die Wet op Landdroshofe en Reëls asook die voorwaardes van die Titellakte waaronder die eiendom gehou word.

2. Een tiende (1/10) van die koopprijs moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprijs 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 Bellville en/of die kantore van Smit Kruger Ingelyf, Wellingtonweg 32, Durbanville.

Die verbetering is die volgende: Winkel grondvloer: winkel aan voorkant, kombuis, 2 x toilets, stoorkamer, kantoor. *1ste vloer met 5 woonstelle:* 1. 2 x slaapkamers, badkamer, toilet, kombuis. 2. 3 x slaapkamers, kombuis, badkamer, toilet. 3. 2 x slaapkamers, kombuis, badkamer, 2 toilette. 4. slaapkamer, badkamer, toilet. 5. 3 x slaapkamers, kombuis, badkamer, toilet. *2de vloer met 2 woonstelle:* 1. 3 x slaapkamers, kombuis, badkamer, toilet. 2. 3 x slaapkamers, kombuis, badkamer, toilet.

Gedateer te Durbanville hierdie 17de dag van Desember 2002.

Smit Kruger Ingelyf, Wellingtonweg 32; Posbus 33, Durbanville, 7550. (Verw. ADK/CC/B02108.)

Saak No. 7865/02

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Provinsiale Afdeling Kaap Die Goeie Hoop)

In die saak tussen: PEOPLES BANK BEPERK, Eiser, en ASHLEY MARK PETERSEN, Eerste Verweerder, CINDY JOSEPHINE PETERSEN, Tweede Verweerder, DEON JOHN PETERSEN, Derde Verweerder, SAMANTHA PETRONELLA PETERSEN, Vierde Verweerder

Ter uitvoering van 'n vonnis verkry in die Hooggeregshof Kaapstad gedateer 11 November 2002 en 'n Lasbrief vir uitwinning sal die hiernabeskrewe vaste eiendom op Vrydag, 31 Januarie 2003 om 09h00 by die Baljukantore, Industrieweg 16, Kuilsrivier per publieke veiling in eksekusie verkoop word aan die hoogste bieder sonder reserve.

Erf 4032, Kleinvlei, geleë in die Stad Kaapstad, Afdeling Stellenbosch, Provinsie Wes-Kaap, groot 262 vierkante meter, gehou kragtens Transportakte Nr. T93880/2001.

Liggingsadres: Seringsingel 15, Kleinvlei Anneks.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied onderworpe aan die bepalinge van die Wet op Landdroshofe en Reëls asook die voorwaardes van die Titellakte waaronder die eiendom gehou word.

2. Een tiende (1/10) van die koopprijs moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprijs 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 Kuilsrivier en/of die kantore van Smit Kruger Ingelyf, Wellingtonweg 32, Durbanville.

Die verbetering is die volgende: Woning met 3 slaapkamers, sitkamer, kombuis, badkamer, toilet, teëldak.

Gedateer te Durbanville hierdie 20ste dag van Desember 2002.

Smit Kruger Ingelyf, Wellingtonweg 32; Posbus 33, Durbanville, 7550. (Verw. ADK/CC/B02384.)

Saaknommer: 1562/2002

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HERMANUS GEHOU TE HERMANUS

In die saak tussen: ABSA BANK BEPERK, Eiser, en FANTIQUE TRADE 69 BK, 1ste Verweerder, en FRANCOIS BEKKER, 2de Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Hermanus op 20 September 2002 sal die onderstaande eiendom om 11h00 op 24 Januarie 2003 te Manie Theronslot 17, Erf 4065, Onrus, Hermanus geregteelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word beskryf as: Erf 4065, Onrustvriër, in die Overstrand Munisipaliteit, Afdeling Caledon, Wes-Kaap Provinsie.

Groot: 746 vierkante meter, gehou kragtens Transportakte T24254/1998.

Die belangrikste voorwaardes daarin vervat is die volgende:

1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landroshoue, Nr 32 van 1944, soos gewysig, en die eiendom sal, onderhewig aan die voorgaande, verkoop word aan die hoogste bieder.

2. Die Balju en/of Afslaer sal in oorleg met die Eiser geregtig wees om die veiling voor die aanvang daarvan te kanselleer. Indien geen verteenwoordiger van Eiser of sy prokureurs by die aanvang van die veiling teenwoordig is nie, sal die veiling geag word gekanselleer te wees deur Balju of die Afslaer.

3.1. Indien enige geskil ontstaan aangaande 'n bod, mag die eiendom in die diskresie van die Balju of Afslaer weer opgeveil word en sy oordeel oor die finale bod sal in elk geval finaal wees.

Geteken te Hermanus op hede die dag van 2002.

Guthrie & Theron, per: J P van Rooyen, Prokureur vir Eiser, Hoofweg 77, Hermanus, 7200. (Verw: JPVR/BR/VA0073.)

Saak Nr 8480/02

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen: DENNIS IVAN GEYER, Eiser, en P W ANDERSON, Eerste Verweerder, en S ANDERSON, Tweede Verweerder

In die gemelde saak sal 'n veiling gehou word op 22 Januarie 2003 om 09:00 by die balju kantore te Industriestraat 16, Kuilsrivier van die volgende eiendom:

Eiendomsbeskrywing:

Erf: 2272, Kleinvlei, geleë te Stad Kaapstad, Afdeling Stellenbosch, Provinsie Wes-Kaap;

Groot: 400 (vierhonderd) vierkante meter;

Gehou kragtens Transportakte Nr T4033/2001.

Geleë te Karnioolstraat 1, Kleinvlei, Eersterivier.

Verkoopsvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshoue no 32 van 1944 en die eiendom word voertoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

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

3. Die volgende verbeterings is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): 3 x Slaapkamers, 1 x Sitkamer, 1 x Badkamer, 1 x Toilet, Geteelde dak.

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 Strand en in die kantoor van die ondergetekende.

Gedateer te Bellville hierdie 10de dag van Desember 2002.

Kruger Slabber Esterhuyse Ing., per: P Van der Merwe, Prokureur vir Vonnisskuldeiser, Bellfour Kantoorpark 7 & 8, h/v Edmar & Rogerstraat, Tygervallei. Verw: OMG/TLR/G233.

Saak Nr 2104/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK ROBERTSON GEHOU TE ROBERTSON

In die saak tussen: BoE BANK BEPERK (Eiser), en PIETER JACOBUS PAGE (Eerste Verweerder), en GRUEZELDA FRANCIS JACQUELINE PAGE (Tweede Verweerder)

Ter uitvoering van 'n vonnis van die bovermelde agbare hof gedateer 13 September 2002, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 23 Januarie 2003 om 11h00 op die perseel te Gladiolialaan 10, Ashton 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 892, Ashton, Groot 258 vierkante meter; Gehou kragtens Transportakte Nr T 24629/1994.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is 'n semi woonhuis met 'n Sit/Eetkamer, kombuis, 3 Slaapkamers en 1 Bad en toilet. Die woonhuis beskik ook oor 'n stoor wat aan die huis grens.

Die eiendom kan geïnspekteer word in ooreenstemming met die Afslaer/Balju, Bonnievale (Tel 023-6162220).

Betaalvoorwaardes: Tien persent (10%) van die koopprijs van die eiendom moet onmiddellik na die veiling tesame met die Afslaaers- en/of Balju-kommissie betaal word. Die balans-koopprijs is betaalbaar teen registrasie van transport tesame met rente op die volle koopprijs teen 15,50% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het vo 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, Bonnievale (Tel 023-6162220).

Gedateer te Paarl hierdie 29ste dag van November 2002.

BoE Bank Beperk, Hoofstraat 333, Paarl. (Verw: SP Erasmus/mr/1178111402V.)

Case No. 4517/96

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

**In the matter between BOE BANK LIMITED (formerly BOLAND BANK PKS LIMITED), Plaintiff, and
IVOR ROOS, married in community of property to NATASHA ASTRON ROOS, Defendants**

In terms of a Judgment given in the Magistrate's Court at Strand on the 21st June 1999 and under a Warrant of Execution issued thereafter, the following immovable property known as:

Erf 7018, Strand, situate in the City of Cape Town, Division of Stellenbosch, Western Cape Province, measuring 496 square metres, held by Deed of Transfer No. T65468/1990, also known as 70 Third Street, Strand, will be sold in execution on the 29th day of January 2003 at 12h00 at 70 Third Street, Strand, in terms of the Conditions of sale, which will be read out immediately before the sale is held and which may be inspected at the offices of the Sheriff of the Court, Strand and the undersigned.

The material terms of the sale are as follows:

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 immediately after the sale and will provide a Bank or Building Society guarantee acceptable to the Judgment Creditor's Attorneys providing for payment within fourteen days of the balance of the purchase price and interest.
3. The Purchaser shall be liable for payment of all arrear rates and penalties and other charges (inclusive of collection commission) in respect of the immovable property as also payment of interest to the Execution Creditor and to the Bondholder.
4. Without guaranteeing anything, it is alleged that the property is improved in the following manner: 2 bedrooms, 1 bathroom, 1 lounge, 1 kitchen, double garage, diningroom, pantry, TV room, carport.

Dated at Somerset West this 15th day of November 2002.

P du Toit, Morkel & De Villiers Inc., The Forum, 13 Drama Street, Somerset West. [Tel. (021) 851-2928.] PO Box 112, Somerset West, 7129.

Case No. 20145/01

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and FADEEL SMITH, First Defendant, and
NARRIMAN SMITH, Second Defendant**

In terms of a judgment granted against Defendant by the Magistrate's Court for the district of Mitchells Plain dated 25 October 2001 and a Warrant of Execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by Public Auction held at the Court House, Mitchells Plain Court, to the highest bidder on 28 January 2003 at 10h00:

Erf 7099, Weltevreden Valley in the City of Cape Town, Cape Division, in the Province of the Western Cape, in extent 287 (two hundred and eighty seven) square metres.

Street address: 13 Sussex Road, Weltevreden Valley, Mitchells Plain.

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: Single brick dwelling, tiled roof, 2 bedrooms, lounge, kitchen, bathroom and toilet.

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, Mitchells Plain.

4. The payment shall be effected as follows: Ten percent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 17,3% from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved Bank or Building Society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 3rd day of December 2002.

I. Solomons, Kritzing & Co., Plaintiff's Attorneys, 5th Floor, Wale Street Chambers, 33 Church Street, Cape Town.

Saaknr. 11559/2002

IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD

**In die saak tussen ABSA BANK BEPERK, Eiser, en KELVIN WAYNE KATZ, Eerste Verweerder, en
AVRIL THERESA KATZ, Tweede Verweerderes**

Ten uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 5 September 2002 sal die hierna beskrewe vaste eiendom in eksekusie verkoop word op Donderdag, 30 Januarie 2003 om 11h00 op die perseel te Crassula Way 30, Pinelands, 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 2721, Pinelands, in die Stad Kaapstad, Afdeling Kaap, Provinsie van die Wes-Kaap, groot 1 111 vierkante meter, gehou kragtens Transportakte Nr. T73439/1997.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met teëldak, gepleisterde mure, drie slaapkamers, sitkamer, kombuis en badkamer.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, Johnathan Smiedt, Claremart Afslaers, Paardeneilandweg 21, Paardeneiland [Tel. (021) 511-8802] en/of die Balju, mnr I Jacobs, Eppinglaan, Elsiesrivier [Tel. (021) 932-7126.]

Betaalvoorwaardes:

Tien persent (10%) van die koopprijs van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprijs is betaalbaar teen registrasie van transport tesame met rente op die volle koopprijs teen 15,5% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo die van 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, Johnathan Smiedt, Claremart Afslaers, Paardeneilandweg 21, Paardeneiland [Tel. (021) 511-8802.] en/of die Balju, mnr I Jacobs, Eppinglaan, Elsiesrivier [Tel. (021) 932-7126.]

Datum: 11 Desember 2002.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/LA/A978.)

Case No.: 4713/02

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
AANWA PAULSE, First Defendant, and NADEEMA PAULSE, 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 Sheriff's Office, 16 Industrie Street, Kuils River at 9.00 am on the 24th day of January 2003 of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the High Court.

Erf 4496, Blue Downs, in the City of Cape Town, Cape Division, Province of the Western Cape, in extent 324 square metres and situate at 144 Blue Downs Way, Blue Downs, Eerste River.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A dwelling with 3 bedrooms, 1 bathroom, toilet, kitchen, lounge, office, tiled roof and starter garage.

Terms:

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

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

Dated at Cape Town this December 13, 2002.

William Inglis, Plaintiff's Attorneys, 2nd Floor, 101 St. George's Mall, Cape Town, 8001; P.O. Box 67, Cape Town, 8000. (Docex 230, Cape Town.) [Tel.: (021) 423-0554.] [Fax: (021) 423-0510.] (Ref: S4904/9164.)

Case No. 4578/98

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

In the matter between: ABSA BANK LIMITED, Plaintiff, and J T VAN NIEKERK, Defendant

The following immovable property will be sold in execution at the premises of the Defendant on the 23rd January 2003 at 10h00 to the highest bidder:

Erf 203, Rawsonville, in the Rawsonville Municipality, Worcester Division, Western Cape Province, in extent 991 (nine hundred and ninety one) square metres, held by Deed of Transfer No. T.79216/96.

Street address: 11 Small Street, Rawsonville.

1. The following improvements are reported, but not guaranteed: A dwelling consisting of: 1 Lounge, 1 diningroom, 1 livingroom, 3 bedrooms, 1 kitchen, 1 bathroom, 1 study, 1 storeroom, separate laundry, servant's quarters & workshop.

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 claim 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 Worcester, Tel.: (023) 347-0708.

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

H. Ferreira, for De Klerk & Van Gend, Plaintiff's Attorneys, ABSA Bank Building, 132 Adderley Street, Cape Town. (Ref.: HF/rt/F80080.)

SALE IN EXECUTION

NEDCOR BANK LIMITED versus R B JOOSTE**Cape Town, Case No. 17613/02.**

The property: Erf 25342, Milnerton, in extent 112 square metres, situate at 19 Capricorn Way, Phoenix Village, Milnerton.

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

Date of sale: 23rd January 2003 at 12.00 pm.

Place of sale: 19 Capricorn Way, Phoenix Village, Milnerton.

Material conditions: The sale will be voetstoets, 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, Cape Town.

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

Case No: 5324/02

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between: NEDCOR BANK LIMITED, Plaintiff, and VUSUMZI BRYCE BOMELA, 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 the Mitchells Plain Magistrate's Court at 10.00 am on the 21st day of January 2003 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff of the High Court.

Erf 13204, Phillipi, in extent 199 square metres, held under Deed of Transfer T82169/00 and situate at 28 Umyezo Drive, Phillipi.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Tile roof, 2 bedrooms, kitchen, toilet & bathroom, lounge.

Terms:

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

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

Dated at Claremont on this 6th day of December 2002.

Matz Watermeyer, Plaintiff's Attorneys, 5th Floor, Fedsure Terrace, Protea Road, Claremont; P.O. Box 23304, Claremont, 7735. (Docex 1, Claremont.) (Tel: 674-3175.) (Fax: 674-4694.) (Ref. M T SCHÄFER/ts/Z07109.)

SALE IN EXECUTION

NEDCOR BANK LIMITED versus I N RAMBA**Wynberg, Case No. 28573/91.**

The property: Erf 8030, Guguletu, in extent 261 square metres, situate at NY 75 — No. 17 Guguletu.

Improvements (not guaranteed): 3 bedrooms, lounge, kitchen, bathroom/toilet, garage extension.

Date of sale: 21st January 2003 at 10.00 am.

Place of sale: Mitchells Plain Magistrate's Court.

Material conditions: The sale will be voetstoets, 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, Cape Town.

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

Case No. 2515/2002

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

In the matter between SHELL SOUTH AFRICA (PTY) LIMITED, Judgment Creditor, and ESMAIL MAKDA, First Judgment Debtor, and ESMAIL MAKDA, Second Judgment Debtor

In pursuance of a judgment granted on the 07/03/02 in the Cape Town Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on the 16/01/03, 29 Northumberland Street at 09h0, to the highest bidder:

Description: 1 bedroomed flat, lounge, kitchen, and bathroom/toilet.

Erf No.: 103/72.

Division: Cape.

Extent: 44,0000 sq m.

Property address: Unit 72, 9 Arnold Wilhelm Street, Parow.

Improvements:—.

Held by the Judgment Debtor in his name under Deed of Transfer No. ST111818/2001.

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

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

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

4. Transfer shall be affected by the 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.

The full conditions may be inspected at the offices of the Sheriff of the Bellville Magistrate's Court.

Dated at Tygervalley this 3 December 2002.

Honey & Partners Inc., Judgment Creditor's Attorneys, Tuscan Office Park, Block B, 1st Floor, c/o Old Oak & Twist Ways, Tygervalley.

SALE IN EXECUTION

WITKOWSKY PLUMBING & DRAINAGE versus E M MCCARTHY**CAPE TOWN, Case No. 7144/01.**

The property: Section 18, Chepstowe Place, as shown and more fully described on Sectional Plan No. SS233/93 in the scheme known as Chepstowe Place, in respect of the land and building or buildings situate at Cape Town, in the City of Cape Town, Cape Division, Western Cape Province, in extent 85 square metres, situate at 8A Chepstowe Place, Tygerhof.

Improvements (not guaranteed): 1 x 2 piece wall unit; 1 x 4 piece lounge suite; 1 x Diamond microwave oven; 1 x Fridge Master washing machine; 1 x Defy washing machine; 2 x wheel barrows.

Date of sale: 30 January 2003 at 10h00.

Place of sale: 8A Chepstowe Place, Tygerhof.

Material conditions: The sale will be voetstoets, 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, Cape Town, Mandatum Building, Barrack Street, Cape Town.

Foxcroft & Associates, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

Saak Nr. 34860/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN RANDBURG GEHOU TE RANDBURG

In die saak tussen VAN DER SPUY & VENNOTE, Eiser, en MELKBOSSTRAND ERF 549 BK, Verweerder

Die volgende eiendom sal in eksekusie per openbare veiling verkoop word op 29 Januarie 2003 om 10h00 te 20ste Laan 7, Melkbosstrand:

Erf Nr. 549, Melkbosstrand, geleë in die Stad Kaapstad, Afdeling Kaap, Provinsie Wes-Kaap, grootte 496 (vierhonderd ses en negentig) vierkante meter, gehou kragtens Transportakte Nr. T43132/1995.

Alhoewel geen waarborge gegee word nie, word die volgende inligting verskaf: Die eiendom bestaan uit 'n dubbelverdiepingwoonhuis, met drie motorhuise. Die koopprys sal betaal word by wyse van 'n deposito van 10% (tien persent) daarvan in kontant ten tyde van die verkoping en die volle saldo daarvan is teen registrasie van oordrag betaalbaar.

Die verkoopsvoorwaardes lê ter insae by die kantore van die Balju vir die Landdroshof, Malmesbury en Van der Spuy & Vennote, Boland Bank Gebou, Laer Burgstraat 18, Kaapstad. Die aanwysigings om by die perseel waarop die verkoping gaan plaasvind uit te kom, is verkrygbaar vanaf die Balju.

Gedateer te Kaapstad op hierdie 19de dag van Desember 2002.

Van der Spuy & Vennote, Prokureurs vir Eiser, Boland Bank Gebou, Laer Burgstraat 18, Kaapstad. (Tel. 419-3622.) (Fax 418-1329.) (Dx 53: Kaapstad.) (Verw. mnr Van Breda/S3049/Me Greyling.)

Saak Nr. 569/02

IN DIE LANDDROSHOF VIR DIE DISTRIK MOORREESBURG GEHOU TE MOORREESBURG

**In die saak tussen BoE BANK BEPERK (Eiser) / JAN CEASER (Eerste Verweerder) en
MAGDALENA CEASER (Tweede Verweerder)**

Ter uitvoering van 'n vonnis van die bovermelde agbare hof gedateer 22 Oktober 2002, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 24 Januarie 2003 om 12h00 te Petuniastraat 51, Moorreesburg 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 2987, Moorreesburg, ook bekend as Petuniastraat 51, Moorreesburg, groot 280 vierkante meter, gehou kragtens Transportakte Nr. T40443/1997.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is 'n losstaande woonhuis met 1 sitkamer, 1 kombuis, 2 slaapkamers, 1 bad en toilet en omheining. Die eiendom kan geïnspekteer word in oorleg met die Afslaer/Balju, Moorreesburg [Tel. (022) 433-1132].

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 18,00% 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 prokureurs 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, Moorreesburg [Tel. (022) 433-1132].

Gedateer te Paarl hierdie 10de dag van Desember 2002.

BoE Bank Beperk, Hoofstraat 333, Paarl. (Verw. VKD/cv/1449449302V.)

Saak Nr. 360/01

IN DIE LANDDROSHOF VIR DIE DISTRIK MOORREESBURG GEHOU TE MOORREESBURG

In die saak tussen BoE BANK BEPERK (Eiser) / WALTER AUGUSTUS KOCK (Tweede Verweerder)

Ter uitvoering van 'n vonnis van die bovermelde agbare hof gedateer 4 Maart 2002, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 24 Januarie 2003 om 11h00 te Hoopstraat 7, Moorreesburg 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 467, Moorreesburg, ook bekend as Hoopstraat 7, Moorreesburg, groot 1 363 vierkante meter, gehou kragtens Transportakte Nr. T88099/1995.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is 'n losstaande woonhuis met 'n geteelde dak en baksteenmure, 1 sitkamer, 1 kombuis, 3 slaapkamers, 1 vol badkamer, 1 sonkamer, 1 motorhuis en 1 motorafdak. Die eiendom kan geïnspekteer word in oorleg met die Afslaer/Balju, Moorreesburg [Tel. (022) 433-1132].

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 19,50% 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, Moorreesburg [Tel. (022) 433-1132.]

Gedateer te Paarl hierdie 10de dag van Desember 2002.

BoE Bank Beperk, Hoofstraat 333, Paarl. (Verw. VKD/cv/1597917201T.)

Saak Nr. 1272/2002

IN DIE LANDDROSHOF VIR DIE DISTRIK STRAND GEHOU TE STRAND

In die saak tussen BoE BANK BEPERK (Eiser) / CHRISTO STEYN (Verweerder)

Ter uitvoering van 'n vonnis van die bovermelde agbare hof gedateer 6 Maart 2002, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 23 Januarie 2003 om 10:00 op die perseel te De Kockstraat 60, Georges 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 23162, Strand, groot 600 vierkante meter, gehou kragtens Transportakte Nr. T100648/96.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is 'n staalraam stoor met asbesdak. Die stoor het ongepleisterde, maar gevefde sementblok mure. Die eiendom kan geïnspekteer word in oorleg met die Afslaer/Balju, Strand [Tel. (021) 853-7436].

Betaalvoorwaardes: Tien persent (10%) van die koopprijs van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprijs is betaalbaar teen registrasie van transport tesame met rente op die volle koopprijs teen 17,00% 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 Rrokureurs 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 10de dag van Desember 2002.

BoE Bank Beperk, Hoofstraat 333, Paarl. (Verw. A H Bezuidenhout/mr/Krek no 11496819.)

Case No. 3224/2002

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

**In the matter between FBC FIDELITY BANK LIMITED, Plaintiff, and KORTBROEK BELEGGERS BK,
Bond Account Number 8316741600101, Defendant**

A sale in execution of the undermentioned property is to be held by the Sheriff, Vredenburg, at the Magistrate's Court, Main Road, Vredenburg, on Tuesday, 21 January 2003 at 10h00.

Full conditions of sale can be inspected at the Sheriff, Vredenburg, No. 6 Main Street, Vredenburg, 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 1192, Vredenburg, situated in the area of the West Coast Peninsula Transitional Council, Administrative District Malmesbury, Western Cape Province, measuring 297 square metres, also known as 16 Kootjieskloof Street, Vredenburg.

Improvements: Main building: 2 bedrooms, 1 bathroom, 1 kitchen, 1 lounge.

Zoned: Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. No. 342-9164.) (Ref. Mr Croucamp/Adri/W284.)

Case No. 5262/2002

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and EDITH ANN WATSON, ID 4608310053083,
Bond Account Number 8197802500101, Defendant**

A sale in execution of the undermentioned property is to be held by the Sheriff of Knysna, at the Magistrate's Court, Main Road, Knysna, on Wednesday, 22 January 2003 at 11h00.

Full conditions of sale can be inspected at the offices of the Sheriff, Knysna, 11 Owl Street, Industrial Area, Knysna, who can be contacted on (044) 382-3829, 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: The Remainder of Erf 2153, Knysna, Municipality and Division of Knysna, Western Cape Province, measuring 1 664 square metres, also known as 45 Fraser Street, Knysna.

Improvements: Main building: 4 bedrooms, 2 bathrooms, 1 lounge, 1 dining-room, 1 kitchen.

Zoned: Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. No. 342-9164.) (Ref. Mr Croucamp/Dalene/E10063.)

Case No. 5855/02

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

**In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and
BRISCOE BILIZA MLOTYWA, Judgment Debtor**

The undermentioned property will be sold in execution at the Magistrate's Courthouse, Mitchell's Plain, on 4 February 2003 at 10h00:

Erf 24455, Khayelitsha, in the City of Cape Town, Cape Division, Western Cape Province, also known as 51 Morningstar Drive, Ikwezi Park, Khayelitsha, in extent 329 (three hundred and twenty nine) square metres. Comprising brick building, tiled roof, 3 bedrooms, cement/carpet floors, kitchen, lounge, bathroom, toilet.

The Sale shall be by Public Auction without reserve to the highest bidder, subject to the High 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 Khayelitsha 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. KG Kemp/LvS/V44.) (Acc. No. 0274205900101.)

SALE IN EXECUTION

WITKOWSKY PLUMBING & DRAINAGE vs E M MCCARTHY.

Cape Town, Case No. 7144/01

The property: Section 18, Chepstowe Place, as shown and more fully described on Sectional Plan No. SS233/93, in the scheme known as Chepstowe Place, in respect of the land and building or buildings situated at Cape Town, in the City of Cape Town, Cape Division, Western Cape Province, in extent 85 square metres, situated at 8A Chepstowe Place, Tygerhof.

Improvements (not guaranteed): 2 x bedrooms; lounge; kitchen; bathroom and balcony.

Date of sale: 30 January 2003 at 10h00.

Place of sale: 8A Chepstowe Place, Tygerhof.

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, Cape Town, Mandatum Building, Barrack Street, Cape Town.

Foxcroft & Associates, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

Saak No. 678/2002

IN DIE LANDDROSHOF VIR DIE DISTRIK LADISMITH GEHOU TE LADISMITH

**In die saak tussen LAND- EN LANDBOU ONTWIKKELINGSBANK VAN SUID-AFRIKA, Eksekusieskuldeiser, en
RUDOLF VOLMINK, Eksekusieskuldenaar**

Ingevolge 'n vonnis toegestaan in die Landdroshof te Ladismith en 'n Lasbrief vir Eksekusie gedateer 26 September 2002, sal die volgende eiendomme verkoop word deur die Balju aan die hoogste bieder op Vrydag, 31 Januarie 2003 om 10:00 te die Landdroskantoor te Koninginstraat 57, Ladismith, Wes-Kaapprovinsie:

1. Gedeelte 116 ('n gedeelte van Gedeelte 39) van die plaas Opzoek No. 73, in die Afdeling Ladismith, Wes-Kaapprovinsie, groot 388 vierkante meter.

2. Gedeelte 8 van die plaas Opzoek No. 73, in die Afdeling Ladismith, Wes-Kaapprovinsie, groot 6,0243 hektaar.

3. Gedeelte 40 (gedeelte van Gedeelte 3) van die plaas Opzoek No. 73, in die Afdeling Ladismith, Wes-Kaapprovinsie, groot 354 vierkante meter.

Eiendomme 1 tot 3 gehou kragtens Akte van Transport T41635/1999.

Verbeterings: 1 woonhuis bestaande uit 3 slaapkamers, 1 sitkamer, 1 eetkamer, 1 kombuis, 2 badkamers, 1 motorhuis, 1 arbeiderswoonhuis, kraal met afdak, ongeveer 1 hektaar Appelkoosbome, ongeveer 4 hektaar weidings (4 x kampe ongeveer 1 hektaar groot), 1 gronddam, 1 boorgat (6 uur water beurt elke 14 dae).

Eiendom is geleë ongeveer 25 km op die Ladismith-/Calitzdorppad.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder en sal onderworpe wees aan die terme en voorwaardes van die Landdroshoewet 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 of Afslaer en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 19% per jaar sal binne 30 dae aan die Balju betaal word of gedek word deur 'n goedgekeurde Bank- of Bougenootskapswaarborg.

3. *Voorwaardes:* Die volle voorwaardes van verkoping lê vir insae by die kantore van die Balju van Ladismith te Koningstraat 43, Ladismith, Wes-Kaapprovinsie.

Gedateer te George op hierdie 17de dag van Desember 2002.

Millers Ingelyf, Eiser se Prokureurs, Beaconhuis, Meadestraat 123, George. (Verw. SVW/RC/L2835/ML1055/Z06973.)

Case No. 26962/01

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

In the matter between PEPPINO CEMENT PRECAST DECKING SYSTEMS, Plaintiff, and CHARLTON FORTUIN, First Defendant, and YOLANDA MARGARET FORTUIN, Second Defendant

In execution of a default judgment granted by the above Honourable Court against the above Defendants on 16 August 2001, the hereinafter-mentioned fixed property will be auctioned by the Sheriff of the Court, Kuils River, at the premises of the Sheriff, Kuils River Offices, at No. 16 Industry, Kuils River, on Friday, the 17th day of January 2003 at 09h00, subject to the hereinafter-mentioned conditions and the further conditions which will be read out at the sale:

Property: Erf 14315, Kuils River, measuring 500 square metres, held by Deed of Transport No. T67115/2000.

Street address: 117 Gladiola Street, Soneike, Kuils River.

Description: The following information concerning the property is provided but nothing is guaranteed: Building is not completed. *Ground floor:* 6 (six) rooms. *First floor:* 5 (five) rooms. Part of the roof is covered in steel sheets, the rest is left open.

Conditions of payment: Ten per cent (10%) of the purchase price is payable in cash immediately after the sale and payment of the balance, together with interest thereon at nineteen per cent (19%) per annum calculated from a date one month after the sale must be guaranteed by means of a guarantee approved by the Plaintiff's attorneys and which must be handed to the Sheriff of the Court, Kuils River, within one (1) month after the sale.

Conditions of sale: The property is sold voetstoots and the purchaser is liable for all arrear rates, taxes, levies and sewerage charges raised in respect of the property. The full Conditions of Sale lie for inspection at the Sheriff's offices, the Sheriff, Kuils River.

Dated at Cape Town this 17th day of December 2002.

N Kapp, for Jan S de Villiers, Attorneys for Plaintiff, 17th Floor, 1 Thibault Square, Cape Town. (Ref. NK/sj/mk/K 8491.)

To: The Clerk of the Court, Magistrate's Court, Bellville.

Saak No. 7865/02

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Provinsiale Afdeling Kaap die Goeie Hoop)

In die saak tussen PEOPLES BANK BEPERK, Eiser, en ASHLEY MARK PETERSEN, Eerste Verweerder, CINDY JOSEPHINE PETERSEN, Tweede Verweerder, DEON JOHN PETERSEN, Derde Verweerder, en SAMANTHA PETRONELLA PETERSEN, Vierde Verweerder

Ter uitvoering van 'n vonnis verkry in die Hooggeregshof, Kaapstad, gedateer 11 November 2002, en 'n Lasbrief vir Uitwinning, sal die hiernabeskrewe vaste eiendom op Vrydag, 31 Januarie 2003 om 09h00, by die Baljukantore, Industrieweg 16, Kuilsrivier, per publieke veiling in eksekusie verkoop word aan die hoogste bieder sonder reserwe:

Erf 4032, Kleinvlei, geleë in die Stad Kaapstad, Afdeling Stellenbosch, Provinsie Wes-Kaap, groot 262 vierkante meter, gehou kragtens Transportakte No. T93880/2001.

Liggingsadres: Seringsingel 15, Kleinvlei Anneks.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied onderworpe aan die bepalinge van die Wet op Landdroshoe 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, Kuilsrivier, en/of die kantore van Smit Kruger Ingelyf, Wellingtonweg 32, Durbanville.

Die verbeteringe is die volgende: Woning met 3 slaapkamers, sitkamer, kombuis, badkamer, toilet, teëldak.

Gedateer te Durbanville hierdie 20ste dag van Desember 2002.

Smit Kruger Ingelyf, Wellingtonweg 32, Posbus 33, Durbanville, 7550. (Verw. ADK/CC/B02384.)

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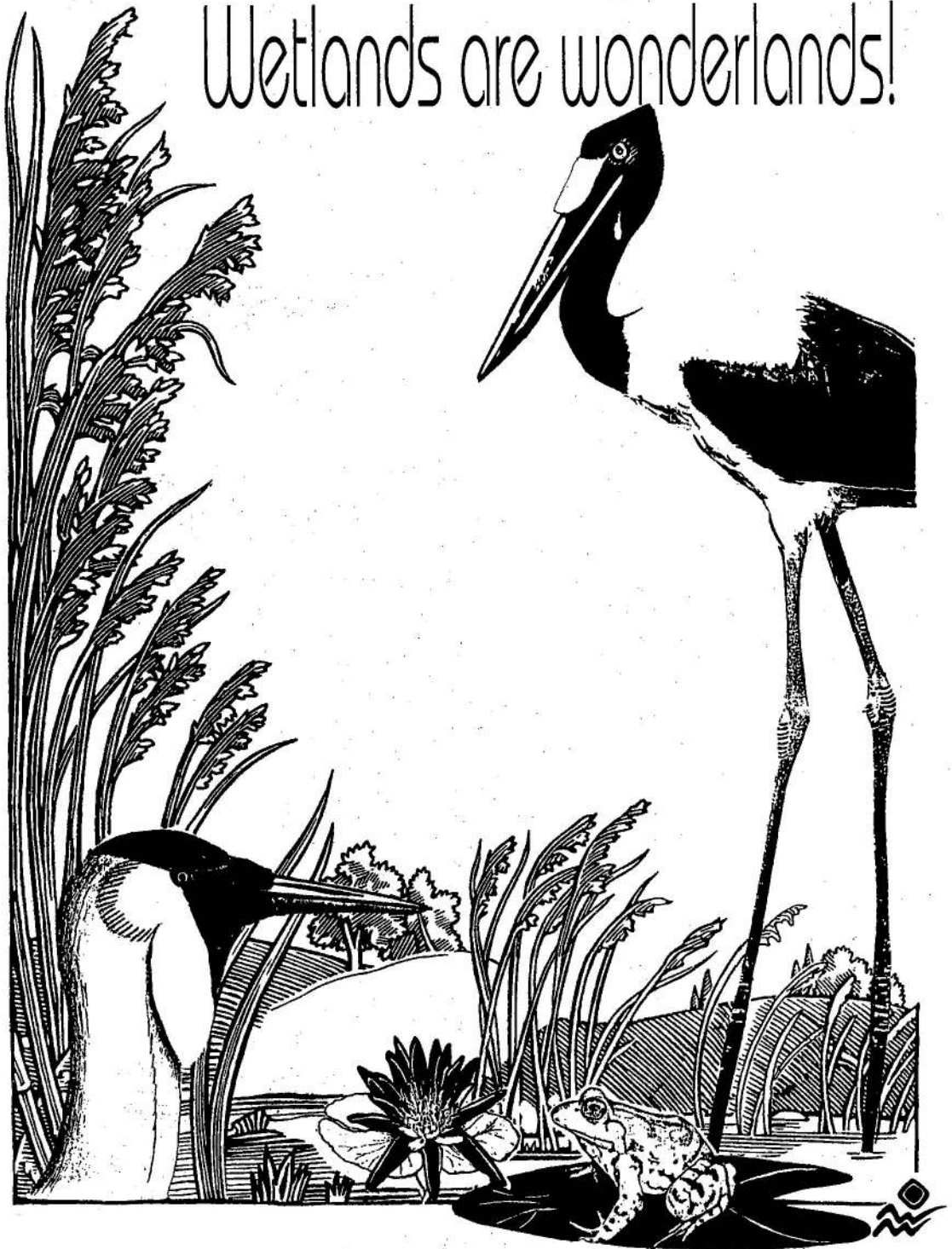
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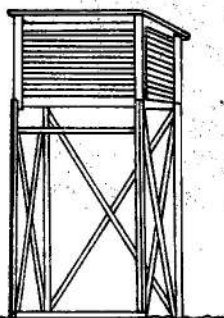
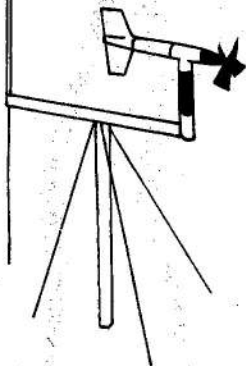
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Wetlands are wonderlands!

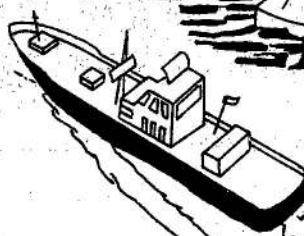
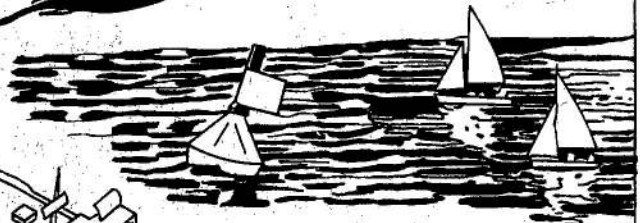
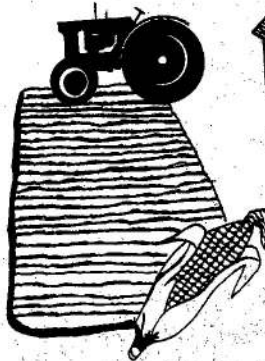
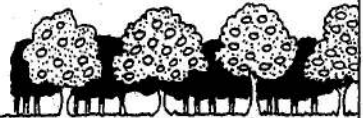
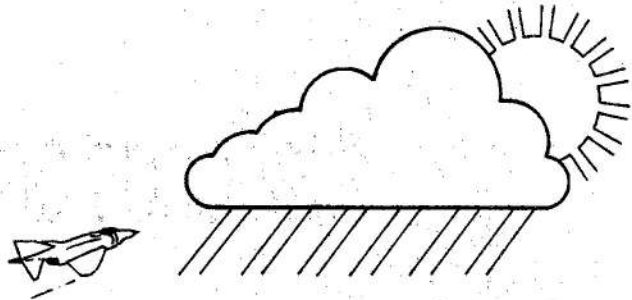


Department of Environmental Affairs and Tourism

SA WEATHER BUREAU SA WEERBURO



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