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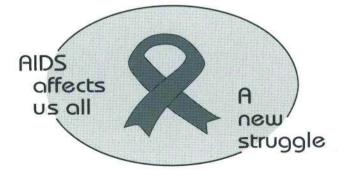
PART 2 • DEEL 2

Legal Notices

WETLIKE KENNISGEWINGS

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

We all have the power to prevent AIDS



Prevention is the cure

AIDS HEWUNE

0800 012 322

DEPARTMENT OF HEALTH

Terme:

Die koopprys sal betaaltaar wees as volg:

- 1.1 Deposito van 10% van die koopprys daarvan by verkoping; en
- 1.2 Die balans betaalbaar binne 30 (dertig) dae by wyse van goedgekeurde bank- of bouverenigingwaarborg.
- 2. Voorwaardes van verkoping: Die volle voorwaardes van die verkoping kan bevestig word by die Balju, Pretoria-Suid, Edenparkgebou, Gerhardstraat 82, Lyttelton-landbouhoewes, Centurion. (Tel. 663-4762.)

Geteken te Pretoria hierdie 6de dag van Januarie 2000.

J. J. Lombard, vir Snyman De Jager & Breytenbach, Sesde Verdieping, Bureau Forum Gebou, Bureaulaan, Pretoria. (Verw. mnr. Lombard/MvdM/CS151.)

Aan: Die Balju, Pretoria-Suid.

En aan: Eerste Nasionale Bank (per geregistreerde pos), FNB Properties, Sanlamplaza Oos-gebou, Eerste Verdieping, Schoemanstraat 285, Pretoria, 0002.

Saak No. 84291/98

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen STADSRAAD VAN CENTURION, Eiser, en CGA DEVELOPERS BK, Verweerder

Ten uitvoerlegging van 'n vonnis in bogemelde Agbare Hof gedateer 9 Desember 1998 en 'n lasbrief tot eksekusie, word die volgende eiendom in eksekusie verkoop op 27 Januarie 2000 om 11:00, by 'n verkoping gehou te word te Gloverlaan 195–205, Lyttelton Landbouhoewes, aan die hoogste bieder:

Gedeelte 22 van Erf 367, Die Hoewes-uitbreiding 95, Centurion, groot 407 vierkante meter, gehou kragtens Akte van Transport T58255/1997, ook bekend as Gloverlaan 195–205, Die Hoewes-uitbreiding 95, Centurion.

Die eiendom bestaan uit: Onverbeterde eiendom.

Terme:

Die koopprys sal betaaltaar wees as volg:

- 1.1 Deposito van 10% van die koopprys daarvan by verkoping; en
- 1.2 Die balans betaalbaar binne 30 (dertig) dae by wyse van goedgekeurde bank- of bouverenigingwaarborg.
- 2. Voorwaardes van verkoping: Die volle voorwaardes van die verkoping kan bevestig word by die Balju, Pretoria-Suid, Edenparkgebou, Gerhardstraat 82, Lyttelton-landbouhoewes, Centurion. (Tel. 663-4762.)

Geteken te Pretoria hierdie 6de dag van Januarie 2000.

J. J. Lombard, vir Snyman De Jager & Breytenbach, Sesde Verdieping, Bureau Forum Gebou, Bureaulaan, Pretoria. (Verw. mnr. Lombard/MvdM/CS150.)

Aan: Die Balju, Pretoria-Suid.

En aan: Eerste Nasionale Bank (per geregistreerde pos), FNB Properties, Sanlamplaza Oos-gebou, Eerste Verdieping, Schoemanstraat 285, Pretoria, 0002.

Saak No. 84294/98

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen STADSRAAD VAN CENTURION, Eiser, en CGA DEVELOPERS BK, Verweerder

Ten uitvoerlegging van 'n vonnis in bogemelde Agbare Hof gedateer 9 Februarie 1999 en 'n lasbrief tot eksekusie, word die volgende eiendom in eksekusie verkoop op 27 Januarie 2000 om 11:00, by 'n verkoping gehou te word te Gloverlaan 195–205, Lyttelton Landbouhoewes, aan die hoogste bieder:

Gedeelte 20 van Erf 367, Die Hoewes-uitbreiding 95, Centurion, groot 353 vierkante meter, gehou kragtens Akte van Transport T58255/1997, ook bekend as Gloverlaan 195–205, Die Hoewes-Uitbreiding 95, Centurion.

Terme:

Die koopprys sal betaaltaar wees as volg:

- 1.1 Deposito van 10% van die koopprys daarvan by verkoping; en
- 1.2 Die balans betaalbaar binne 30 (dertig) dae by wyse van goedgekeurde bank- of bouverenigingwaarborg.
- 2. Voorwaardes van verkoping: Die volle voorwaardes van die verkoping kan bevestig word by die Balju, Pretoria-Suid, Edenparkgebou, Gerhardstraat 82, Lyttelton-landbouhoewes, Centurion. (Tel. 663-4762.)

Geteken te Pretoria hierdie 6de dag van Januarie 2000.

J. J. Lombard, vir Snyman De Jager & Breytenbach, Sesde Verdieping, Bureau Forum Gebou, Bureaulaan, Pretoria. (Verw. mnr. Lombard/MvdM/CS148.)

Aan: Die Balju, Pretoria-Suid.

En aan: Eerste Nasionale Bank (per geregistreerde pos), FNB Properties, Sanlamplaza Oos-gebou, Eerste Verdieping, Schoemanstraat 285, Pretoria, 0002.

Saak No. 75142/98

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen STADSRAAD VAN CENTURION, Eiser, en CGA DEVELOPERS BK, Verweerder

Ten uitvoerlegging van 'n vonnis in bogemelde Agbare Hof gedateer 10 Desember 1998 en 'n lasbrief tot eksekusie, word die volgende eiendom in eksekusie verkoop op 27 Januarie 2000 om 11:00, by 'n verkoping gehou te word te Gloverlaan 195-205, Lyttelton-landbouhoewes, aan die hoogste bieder:

Erf: Gedeelte 35 van Erf 367, Die Hoewes-uitbreiding 95, Centurion, groot 358 vierkante meter, gehou kragtens Akte van Transport T58255/1997, ook bekend as Gloverlaan 195-205, Die Hoewes-uitbreiding 95, Centurion.

Die eiendom bestaan uit onverbeterde eiendom.

- 1. Terme: Die koopprys sal betaalbaar wees as volg:
- 1.1 Deposito van 10% van die koopprys daarvan by verkoping; en
- 1.2 die balans betaalbaar binne 30 (dertig) dae by wyse van goedgekeurde bank- of bouverenigingwaarborg.
- 2. Voorwaardes van verkoping: Die volle voorwaardes van die verkoping kan bevestig word by die Balju, Pretoria-Suid, Edenparkgebou, Gerhardstraat 82, Lyttelton-landbouhoewes, Centurion, telefoonnommer 663-4762.

Geteken te Pretoria op hierdie 6de dag van Januarie 2000.

J. J. Lombard, vir Snyman De Jager en Breytenbach, Sesde Verdieping, Bureau Forum-gebou, Bureaulaan, Pretoria. (Verw. mnr. Lombard/MvdM/CS159.)

Aan: Die Balju, Pretoria-Suid.

En aan: Eerste Nasionale Bank (per geregistreerde pos), FNB Properties, Sanlamplaza Oos-gebou, Eerste Verdieping, Schoemanstraat 285, Pretoria, 0002.

Saak No. 93088/98

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen STADSRAAD VAN CENTURION, Eiser, en CGA DEVELOPERS BK, Verweerder

Ten uitvoerlegging van 'n vonnis in bogemelde Agbare Hof gedateer 22 Januarie 1999 en 'n lasbrief tot eksekusie, word die volgende eiendom in eksekusie verkoop op 27 Januarie 2000 om 11:00, by 'n verkoping gehou te word te Gloverlaan 195-205, Lyttelton-landbouhoewes, aan die hoogste bieder:

Erf: Gedeelte 32 van Erf 367, Die Hoewes-uitbreiding 95, Centurion, groot 345 vierkante meter, gehou kragtes Akte van Transport T58255/1997, ook bekend as Gloverlaan 195-205, Die Hoewes-uitbreiding 95, Centurion.

- 1. Terme: Die koopprys sal betaalbaar wees as volg:
- 1.1 Deposito van 10% van die koopprys daarvan by verkoping; en
- 1.2 die balans betaalbaar binne 30 (dertig) dae by wyse van goedgekeurde bank- of bouverenigingwaarborg.
- Voorwaardes van verkoping: Die volle voorwaardes van die verkoping kan bevestig word by die Balju, Pretoria-Suid, Edenpark-gebou, Gerhardstraat 82, Lyttelton-landbouhoewes, Centurion, telefoonnommer 663-4762.

J. J. Lombard, vir Snyman De Jager en Breytenbach, Sesde Verdieping, Bureau Forumgebou, Bureaulaan, Pretoria. (Verw. mnr. Lombard/MvdM/CS157.)

Aan: Die Balju, Pretoria-Suid.

En aan: Eerste Nasionale Bank (per geregistreerde pos), FNB Properties, Sanlamplaza Oos-gebou, Eerste Verdieping, Schoemanstraat 285, Pretoria, 0002.

Saak No. 75146/98

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen STADSRAAD VAN CENTURION, Eiser, en CGA DEVELOPERS BK, Verweerder

Ten uitvoerlegging van 'n vonnis in bogemelde Agbare Hof gedateer 27 November 1998 en 'n lasbrief tot eksekusie, word die volgende eiendom in eksekusie verkoop op 27 Januarie 2000 om 11:00, by 'n verkoping gehou te word te Gloverlaan 195-205, Lyttelton-landbouhoewes, aan die hoogste bieder:

Erf: Gedeelte 31 van Erf 367, Die Hoewes-uitbreiding 95, Centurion, groot 337 vierkante meter, gehou kragtens Akte van Transport T58255/1997, ook bekend as Gloverlaan 195-205, Die Hoewes-uitbreiding 95, Centurion.

Die eiendom bestaan uit onverbeterde eiendom.

- 1. Terme: Die koopprys sal betaalbaar wees as volg:
- 1.1 Deposito van 10% van die koopprys daarvan by verkoping; en
- 1.2 die balans betaalbaar binne 30 (dertig) dae by wyse van goedgekeurde bank- of bouverenigingwaarborg.
- 2. Voorwaardes van verkoping: Die volle voorwaardes van die verkoping kan bevestig word by die Balju, Pretoria-Suid, Edenpark-gebou, Gerhardstraat 82, Lyttelton-landbouhoewes, Centurion, telefoonnommer. 663-4762.

Geteken te Pretoria op hierdie 6de dag van Januarie 2000.

J. J. Lombard, vir Snyman De Jager & Breytenbach, Sesde Verdieping, Bureau Forum-gebou, Bureaulaan, Pretoria. (Verw. mnr. Lombard/MvdM/CS156.)

Aan: Die Balju, Pretoria-Suid.

En aan: Eerste Nasionale Bank (per geregistreerde pos), FNB Properties, Sanlamplaza Oos-gebou, Eerste Verdieping, Schoemanstraat 285, Pretoria, 0002.

Saak No. 93087/98

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen STADSRAAD VAN CENTURION, Eiser, en CGA DEVELOPERS BK, Verweerder

Ten uitvoerlegging van 'n vonnis in bogemelde Agbare Hof gedateer 11 Maart 1999 en 'n lasbrief tot eksekusie, word die volgende eiendom in eksekusie verkoop op 27 Januarie 2000 om 11:00, by 'n verkoping gehou te word te Gloverlaan 195-205, Lyttelton-landbouhoewes, aan die hoogste bieder:

Erf: Gedeelte 30 van Erf 367, Die Hoewes-uitbreiding 95, Centurion, groot 337 vierkante meter, gehou kragtens Akte van Transport T58255/1997, ook bekend as Gloverlaan 195-205, Die Hoewes-uitbreiding 95, Centurion.

- 1. Terme: Die koopprys sal betaalbaar wees as volg:
- 1.1 Deposito van 10% van die koopprys daarvan by verkoping; en
- 1.2 die balans betaalbaar binne 30 (dertig) dae by wyse van goedgekeurde bank- of bouverenigingwaarborg.
- 2. Voorwaardes van verkoping: Die volle voorwaardes van die verkoping kan bevestig word by die Balju, Pretoria-Suid, Edenpark-gebou, Gerhardstraat 82, Lyttelton-landbouhoewes, Centurion, telefoonnommer 663-4762.

J. J. Lombard, vir Snyman De Jager & Breytenbach, Sesde Verdieping, Bureau Forum-gebou, Bureaulaan, Pretoria. (Verw. mnr. Lombard/MvdM/CS155.)

Aan: Die Balju, Pretoria-Suid.

En aan: Eerste Nasionale Bank (per geregistreerde pos), FNB Properties, Sanlamplaza Oos-gebou, Eerste Verdieping, Schoemanstraat 285, Pretoria, 0002.

Saak No. 93100/98

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen STADSRAAD VAN CENTURION, Eiser, en CGA DEVELOPERS BK, Verweerder

Ten uitvoerlegging van 'n vonnis in bogemelde Agbare Hof gedateer 27 Januarie 1999 en 'n lasbrief tot eksekusie, word die volgende eiendom in eksekusie verkoop op 27 Januarie 2000 om 11:00, by 'n verkoping gehou te word te Gloverlaan 195-205, Lyttelton-landbouhoewes, aan die hoogste bieder:

Erf: Gedeelte 29 van Erf 367, Die Hoewes-uitbreiding 95, Centurion, groot 337 vierkante meter, gehou kragtens Akte van Transport T58255/1997, ook bekend as Gloverlaan 195-205, Die Hoewes-uitbreiding 95, Centurion.

Die eiendom bestaan uit onverbeterde eiendom.

- 1. Terme: Die koopprys sal betaalbaar wees as volg:
- 1.1 Deposito van 10% van die koopprys daarvan by verkoping; en
- 1.2 die balans betaalbaar binne 30 (dertig) dae by wyse van goedgekeurde bank- of bouverenigingwaarborg.
- 2. Voorwaardes van verkoping: Die volle voorwaardes van die verkoping kan bevestig word by die Balju, Pretoria-Suid, Edenpark-gebou, Gerhardstraat 82, Lyttelton-landbouhoewes, Centurion, telefoonnommer 663-4762.

Geteken te Pretoria op hierdie 6de dag van Januarie 2000.

J. J. Lombard, vir Snyman De Jager & Breytenbach, Sesde Verdieping, Bureau Forum-gebou, Bureaulaan, Pretoria. (Verw. mnr. Lombard/MvdM/CS154.)

Aan: Die Balju, Pretoria-Suid.

En aan: Eerste Nasionale Bank (per geregistreerde pos), FNB Properties, Sanlamplaza Oos-gebou, Eerste Verdieping, Schoemanstraat 285, Pretoria, 0002.

Saak No. 77398/98

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen STADSRAAD VAN CENTURION, Eiser, en CGA DEVELOPERS BK, Verweerder

Ten uitvoerlegging van 'n vonnis in bogemelde Agbare Hof gedateer 27 November 1998 en 'n lasbrief tot eksekusie, word die volgende eiendom in eksekusie verkoop op 27 Januarie 2000 om 11:00, by 'n verkoping gehou te word te Gloverlaan 195-205, Die Hoewes-uitbreiding 95, Lyttelton-landbouhoewes, aan die hoogste bieder:

Erf: Gedeelte 38 van Erf 367, Die Hoewes-uitbreiding 95, Centurion, groot 342 vierkante meter, gehou kragtens Akte van Transport T58255/1997, ook bekend as Gloverlaan 195-205, Die Hoewes-uitbreiding 95, Centurion.

- 1. Terme: Die koopprys sal betaalbaar wees as volg:
- 1.1 Deposito van 10% van die koopprys daarvan by verkoping; en
- 1.2 die balans betaalbaar binne 30 (dertig) dae by wyse van goedgekeurde bank- of bouverenigingwaarborg.
- 2. Voorwaardes van verkoping: Die volle voorwaardes van die verkoping kan bevestig word by die Balju, Pretoria-Suid, Edenpark-gebou, Gerhardstraat 82, Lyttelton-landbouhoewes, Centurion, telefoonnommer 663-4762.

J. J. Lombard, vir Snyman De Jager & Breytenbach, Sesde Verdieping, Bureau Forum-gebou, Bureaulaan, Pretoria. (Verw. mnr. Lombard/MvdM/CS162.)

Aan: Die Balju, Pretoria-Suid.

En aan: Eerste Nasionale Bank (per geregistreerde pos), FNB Properties, Sanlamplaza Oos-gebou, Eerste Verdieping, Schoemanstraat 285, Pretoria, 0002.

Saak No. 75156/98

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen STADSRAAD VAN CENTURION, Eiser, en CGA DEVELOPERS BK, Verweerder

Ten uitvoerlegging van 'n vonnis in bogemelde Agbare Hof gedateer 3 Desember 1998 en 'n lasbrief tot eksekusie, word die volgende eiendom in eksekusie verkoop op 27 Januarie 2000 om 11:00, by 'n verkoping gehou te word te Gloverlaan 195-205, Lyttelton-landbouhoewes, aan die hoogste bieder:

Erf: Gedeelte 37 van Erf 367, Die Hoewes-uitbreiding 95, Centurion, groot 357 vierkante meter, gehou kragtens Akte van Transport T58255/1997, ook bekend as Gloverlaan 195-205, Die Hoewes-uitbreiding 95, Centurion.

Die eiendom bestaan uit onverbeterde eiendom.

- 1. Terme: Die koopprys sal betaalbaar wees as volg:
- 1.1 Deposito van 10% van die koopprys daarvan by verkoping; en
- 1.2 die balans betaalbaar binne 30 (dertig) dae by wyse van goedgekeurde bank- of bouverenigingwaarborg.
- 2. Voorwaardes van verkoping: Die volle voorwaardes van die verkoping kan bevestig word by die Balju, Pretoria-Suid, Edenpark-gebou, Gerhardstraat 82, Lyttelton-landbouhoewes, Centurion, telefoonnommer 663-4762.

Geteken te Pretoria op hierdie 6de dag van Januarie 2000.

J. J. Lombard, vir Snyman De Jager & Breytenbach, Sesde Verdieping, Bureau Forum-gebou, Bureaulaan, Pretoria. (Verw. mnr. Lombard/MvdM/CS161.)

Aan: Die Balju, Pretoria-Suid.

En aan: Eerste Nasionale Bank (per geregistreerde pos), FNB Properties, Sanlamplaza Oos-gebou, Eerste Verdieping, Schoemanstraat 285, Pretoria, 0002.

Saak No. 75144/98

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen STADSRAAD VAN CENTURION, Eiser, en CGA DEVELOPERS BK, Verweerder

Ten uitvoerlegging van 'n vonnis in bogemelde Agbare Hof gedateer 9 Desember 1998 en 'n lasbrief tot eksekusie, word die volgende eiendom in eksekusie verkoop op 27 Januarie 2000 om 11:00, by 'n verkoping gehou te word te Gloverlaan 195-205, Lyttelton-landbouhoewes, aan die hoogste bieder:

Erf: Gedeelte 36 van Erf 367, Die Hoewes-uitbreiding 95, Centurion, groot 361 vierkante meter, gehou kragtens Akte van Transport T58255/1997, ook bekend as Gloverlaan 195-205, Die Hoewes-uitbreiding 95, Centurion.

- 1. Terme: Die koopprys sal betaalbaar wees as volg:
- 1.1 Deposito van 10% van die koopprys daarvan by verkoping; en
- 1.2 die balans betaalbaar binne 30 (dertig) dae by wyse van goedgekeurde bank- of bouverenigingwaarborg.
- Voorwaardes van verkoping: Die volle voorwaardes van die verkoping kan bevestig word by die Balju, Pretoria-Suid, Edenpark-gebou, Gerhardstraat 82, Lyttelton-landbouhoewes, Centurion, telefoonnommer 663-4762.

J. J. Lombard, vir Snyman De Jager & Breytenbach, Sesde Verdieping, Bureau Forum-gebou, Bureaulaan, Pretoria. (Verw. mnr. Lombard/MvdM/CS160.)

Aan: Die Balju, Pretoria-Suid.

En aan: Eerste Nasionale Bank (per geregistreerde pos), FNB Properties, Sanlamplaza Oos-gebou, Eerste Verdieping, Schoemanstraat 285, Pretoria, 0002.

Saak No. 92845/98

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen STADSRAAD VAN CENTURION, Eiser, en RANJIT PARMAR, Eerste Verweerder, en TARABHEN PARMAR, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in bogemelde Agbare Hof gedateer 7 Mei 1999 en 'n lasbrief tot eksekusie, word die volgende eiendom in eksekusie verkoop op 26 Januarie 2000 om 10:00, by 'n verkoping gehou te word te Fehrslaan-Sentrum, Strubenstraat 130A, Pretoria, aan die hoogste bieder:

Erf: Gedeelte 1 van Erf 57, Erasmia, groot 1 104 vierkante meter, gehou kragtens Akte van Transport T45672/1995, ook bekend as Barbara Coetzerstraat 491, Erasmia, Centurion.

Die eiendom bestaan uit 'n gedeelte gepleisterde en gedeelte siersteenhuis met 'n plat sinkdak, bestaande uit drie slaapkamers, twee badkamers, sitkamer en eetkamer, studeerkamer en kombuis. Die vloere van die slaapkamers en studeerkamer is volvloer matte en die res is geteël. Buitegeboue bestaan uit twee motorhuise, toilet en stoorkamer. Die eiendom is omhein met voorafvervaardigde sementmure.

- 1. Terme: Die koopprys sal betaalbaar wees as volg:
- 1.1 Deposito van 10% van die koopprys daarvan by verkoping; en
- 1.2 die balans betaalbaar binne 30 (dertig) dae by wyse van goedgekeurde bank- of bouverenigingwaarborg.
- Voorwaardes van verkoping: Die volle voorwaardes van die verkoping kan bevestig word by die Balju, Pretoria-Suid, Edenpark-gebou, Gerhardstraat 82, Lyttelton-landbouhoewes, Centurion, telefoonnommer 663-4762.

Geteken te Pretoria op hierdie 5de dag van Januarie 2000.

J. J. Lombard, vir Snyman De Jager & Breytenbach, Sesde Verdieping, Bureau Forum-gebou, Bureaulaan, Pretoria. (Verw. mnr. Lombard/MvdM/CS269.)

Aan: Die Balju, Pretoria-Suid.

En aan: Nedcor Bank, Winkel A, Zone 1E, Laer Vlak, Centurion-winkelsentrum (per geregistreerde pos).

Saak No. 33651/99

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldelser, en MAKHUBU, P. R., Eksekusieskuldenaar

Ter tenuitvoerlegging 'n vonnis van bovermelde Agbare Hof, sal die volgende onroerende eiendom in eksekusie verkoop word deur die Balju van die Hooggeregshof, Soweto-Wes, op 27 Januarie 2000 om 10:00, te Jutastraat 69, Braamfontein, naamlik:

Erf 1570, Protea Glen Uitbreiding 1 dorpsgebied, Registrasie Afdeling I.Q., provinsie van Gauteng, groot 216 (tweehonderd en sestien) vierkante meter, ook bekend as Erf 1570, Currybushstraat, Protea Glen Uitbreiding 1, Soweto.

Verbeterings: 'n Woonhuis bestaande uit: 1 sitkamer, 2 slaapkamers, 1 badkamer en 1 kombuis.

Die verkoopvoorwaardes lê ter insae by die kantoor van die bovermelde Balju.

Geteken te Kempton Park op die 10de dag van Desember 1999.

N. Boshoff, vir Maritz, Boshoff & Du Preez, Schoemanslaan 4, Kempton Park. (Tel. 394-7140/1/2.) (Verw. Boshoff/SB100 312HH.)

Saak No. 33649/99

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en BOSWELL, R. V., Eerste Eksekusieskuldenaar, en BOSWELL, E. B., Tweede Eksekusieskuldenaar

Ter tenuitvoerlegging 'n vonnis van bovermelde Agbare Hof, sal die volgende onroerende eiendom in eksekusie verkoop word deur die Balju van die Hooggeregshof, Boksburg, op 28 Januarie 2000 om 11:15, te Leeuwpoortstraat 182, Boksburg, naamlik:

Erf 69, Groeneweide dorpsgebied, Registrasie Afdeling I.R., provinsie van Gauteng, groot 909 (negehonderd en nege) vierkante meter, ook bekend as Daeraadstraat 46, Groeneweide, Boksburg.

Verbeterings: Woonhuis bestaande uit: 1 sitkamer, 1 eetkamer, 3 slaapkamers, 1 badkamer, 1 kombuis en 1 motorhuis.

Die verkoopvoorwaardes lê ter insae by die kantoor van die bovermelde Balju.

Geteken te Kempton Park op die 10de dag van Desember 1999.

Maritz, Boshoff & Du Preez, Schoemanslaan 4, Kempton Park. (Tel. 394-7140/1/2.) (Verw. Boshoff/SB100 313HH.)

Saak No. 33648/99

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en NDLOVU, N. N., Eerste Eksekusieskuldenaar, en NDLOVU, R. R., Tweede Eksekusieskuldenaar

Ter tenuitvoerlegging 'n vonnis van bovermelde Agbare Hof, sal die volgende onroerende eiendom in eksekusie verkoop word deur die Balju van die Hooggeregshof, Boksburg, op 28 Januarie 2000 om 11:15, te Leeuwpoortstraat 182, Boksburg, naamlik:

Erf 1813, Dawn Park Uitbreiding 26 dorpsgebied, Registrasie Afdeling I.R., provinsie van Gauteng, groot 867 (agthonderd sewe en sestig) vierkante meter, ook bekend as Dagbreekstraat 8, Dawn Park Uitbreiding 26, Boksburg.

Verbeterings: Woonhuis bestaande uit: 1 sitkamer, 1 eetkamer, 2 slaapkamers, 1 badkamer, 1 kombuis en 1 afdak.

Die verkoopvoorwaardes lê ter insae by die kantoor van die bovermelde Balju.

Geteken te Kempton Park op die 10de dag van Desember 1999.

Maritz, Boshoff & Du Preez, Schoemanslaan 4, Kempton Park. (Tel. 394-7140/1/2.) (Verw. Boshoff/SB100 314HH.)

Saak No. 92284/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen ABSA BANK BEPERK, Eiser, en THOMAS CEHILL PIENAAR, Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria Sentraal, te NG Sinodale Sentrum, Visagiestraat 234 (Andriesstraat Ingang), Pretoria, op 25 Januarie 2000 om 10:00, van:

'n Eenheid bestaande uit-

- (a) Deel 25, soos getoon en vollediger beskryf op Deelplan No. SS33/82 in die skema bekend as Jacqmar ten opsigte van die grond en gebou of geboue geleë te Erf 746, Muckleneuk Dorpsgebied, Plaaslike Bestuur: Stadsraad van Pretoria, van welke deel die vloeroppervlakte volgens genoemde deelplan 87 (sewe en tagtig) vierkante meter groot is; en
- (b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST55577/98 (beter bekend as Jacqmar Woonstelle 304, Walkerstraat 245, Muckleneuk, Pretoria).

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

Verbeterings: 'n Deeltitel wooneenheid met houtblokkiesvloere, bestaande uit 'n sit/eetkamer, kombuis, 1 en 'n halwe slaapkamer, badkamer en 'n aparte toilet. Buitegeboue: Onderdak parkering.

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

W. H. Kriel, vir Tim du Toit & Kie Ingelyf. (Tel. 320-6753.) (Verw. mej. Kriel.)

Saak No. 11123/99

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen ABSA BANK BEPERK, Eiser, en WRIGHT, GAVIN WILLIAM, Verweerder

- 'n Eksekusieverkoping word gehou deur die Balju, Pretoria Sentraal te NG Sinodale Sentrum, Visagiestraat 234 (Andriesstraat Ingang), Pretoria, op 25 Januarie 2000 om 10:00, van:
 - 1. 'n Eenheid bestaande uit-
- (a) Deel 16, soos getoon en vollediger beskryf op Deelplan No. SS214/97 in die skema bekend as Chosen House ten opsigte van die grond en gebou of geboue geleë te Gedeelte 5 van Erf 136, Sunnyside (Pta) Dorpsgebied, Plaaslike Owerheid: Stadsraad van Pretoria, van welke deel die vloeroppervlakte volgens genoemde deelplan 69 (nege en sestig) 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 Akte van Transport ST70149/97.
- 2. 'n Uitsluitlike Gebruiksgebied beskryf as Parkeerplek No. P20, groot 11 (elf) vierkante meter, synde 'n gedeelte van die gemeenskaplike eiendom bevattende die grond en die skema bekend as Chosen Place ten opsigte van die grond en gebou of geboue geleë te Gedeelte 5 van Erf 136, Sunnyside (Pta) Dorpsgebied, Plaaslike Bestuur: Stadsraad van Pretoria, soos getoon en vollediger beskryf op Deelplan No. SS214/97, gehou kragtens Sertifikaat van Saaklike Regte No. SK4214/97S (beter bekend as Chosen House No. 401, Rissikstraat 214, Sunnyside).

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

Verbeterings: 'n Baksteen deeltitel woonstel met PVC-vloere, bestaande uit 'n sitkamer, kombuis, 2 slaapkamers en badkamer. Buitegeboue: Motorafdak.

Besigtig voorwaardes by die Balju, Pretoria Sentraal te Messcorhuis, Margarethastraat 30, Pretoria.

W. H. Kriel, vir Tim du Toit & Kie. Ingelyf. [Tel. (012) 320-6753.] (Verw. mej. Kriel.)

Saak No. 20058/97

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen ABSA BANK BEPERK, Eiser, en VAN ZYL, CLAUDIA SALOME, 1ste Verweerder, en VAN ZYL, OMRI, 2de Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria Sentraal te NG Sinodale Sentrum, Visagiestraat 234 (Andriesstraat Ingang), Pretoria, op 25 Januarie 2000 om 10:00, van:

Erf 326, Colbyn Dorpsgebied, Registrasie Afdeling JR, Provinsie van Gauteng, groot 2 038 vierkante meter, gehou kragtens Akte van Transport T30241/80 (beter bekend as Manningstraat 19, Colbyn, Pretoria).

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

Verbeterings: 'n Baksteen woonhuis met sinkdak, volvloermatte en houtblokkiesvloere, bestaande uit 'n ingangsportaal, sitkamer, gesinskamer, eetkamer, studeerkamer, kombuis, 5 slaapkamers en 2 badkamers. Buitegeboue: Dubbel motorhuis, 4 motorafdakke en stoorkamer. Ander: Swembad en boorgat.

Besigtig voorwaardes by die Balju, Pretoria Sentraal te Messcorhuis, Margarethastraat 30, Pretoria.

W. H. Kriel, vir Tim Du Toit & Kie. Ingelyf. [Tel. (012) 320-6753.] (Verw. mei. Kriel.)

Saak No. 29333/99

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen ABSA BANK BEPERK, Eiser, en STEPHEN MARK PETERSEN (5808175152017), Verweerder, en JULIANA CHRISTINE PETERSEN (5307210159012), 2de Verweerder

'n Verkoping in eksekusie sal gehou word te NG Sinodale Sentrum, Visagiestraat 234, Pretoria, op 25 Januarie 2000 om 10:00:

Die eiendom staan bekend as 59 Amberlaan, Eersterust X6, en word omskryf as: Erf 5558, Eersterust, Uitbreiding 6, groot 372 (driehonderd twee en sewentig) vierkante meter.

Die eiendom word uitsluitlik vir woondoeleindes gebruik en bestaan na bewering uit sitkamer, eetkamer, kombuis, 3 slaapkamers, 2 badkamers en enkel motorhuis.

Die verkoopvoorwaardes kan nagegaan word by die kantore van die Balju, Pretoria Noord-Oos, Pretoriusstraat 1210, Hatfield, Tel. (012) 342-1340.

Couzyn Hertzog & Horak Ing. (Tel. 322-8780.) (Verw. R. de Villiers/T3167.)

Saak No. 3583/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HOËVELDRIF GEHOU TE EVANDER

In die saak tussen ABSA BANK BEPERK, Eiser, en JOSEPH LOMKWANA NTLATI, Eerste Verweerder, en NTOMBEBHONGO LETTICIA NTLATI, Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 19 Julie 1999 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 26 Januarie 2000 om 12:00, te Baljukantoor, Rotterdamstraat 5, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 5095, Uitbreiding 9, geleë in die dorp Embalenhle, Registrasie Afdeling IS, Mpumalanga.

Beskrywing van eiendom: 3 Slaapkamers, badkamer, kombuis, sitkamer en draadomheining, groot 400 (vierhonderd) vierkante meter.

Geteken te Secunda op hede hierdie 4de dag van Januarie 2000.

A. J. G. Viljoen, vir Vos Viljoen & Becker Prokureurs, Vos Viljoen & Becker Gebou, Horwoodstraat, Secunda. [Tel. (017) 631-2550.]

Saak No. 1223/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN ERMELO GEHOU TE ERMELO

In die saak tussen NEDCOR BANK BEPERK, Eiser, en BOEDEL WYLE REBACCA NELLY ZWANE, Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 10 Mei 1999 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 28 Januarie 2000 om 10:00, te Landdroskantoor, Ermelo, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die Afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 3474, Uitbreiding 2, geleë in die dorp Wesselton, Registrasie Afdeling IS, Mpumalanga.

Beskrywing van eiendom: 2 Slaapkamers, badkamer, kombuis en sitkamer, groot 288 (tweehonderd agt en tagtig) vierkante meter.

Geteken te Secunda op hede hierdie 5de dag van Januarie 2000.

A. J. G. Viljoen, vir Vos, Viljoen & Becker Prokureurs, p.a. Nedbank-Ermelo. [Tel. (017) 631-2550.] (Verw. mnr. Viljoen/nm.)

Case No. 10057/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MOLOPO HELD AT MMABATHO

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and Mr THOMAS BASMOR SOLOMONS, Defendant

Be pleased to take notice that the Sheriff, Molopo, intends to offer for sale, pursuant to a judgment dated 30 July 1998 and attachment dated 8 November 1999, the immovable property listed hereunder to the highest bidder by public auction on 2 February 2000 at 10:00, at 46E Carrington Street, Mafikeng, subject to the conditions mentioned hereunder:

Certain Site 298, situated in the Township Montshiwa, Unit 1, situated in the District of Molopo, measuring 464 m² (four hundred and sixty-four) square metres, held under Deed of Grant T2844/90.

Improvements: No description.

The premier conditions are the following:

- (a) The property/grant of leasehold shall be sold voetstoots and without reserve to the highest bidder and the sale shall be subject to the conditions of section 66 of the Magistrates' Courts Act, to the approval of the First Mortgagor, Standard Bank of South Africa Limited, and to the conditions of sale in execution.
- (b) 10% (ten per centum) of the purchase price will be paid in cash to the Judgment Creditor directly after the sale and the balance of the purchase price plus interest thereon on date of transfer, secured by an approval bank or 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) Imediately on acceptance of the purchaser's offer, the purchaser shall be obliged to sign the conditions of sale.
- (e) The purchaser will be responsible for payment of transfer costs, transfer duty, fees, stamps (if any), any arrear rates, levies, water and electricity charges and tax, as well as any other charges necessary to effect transfer.
- (f) The conditions of sale in execution may be inspected during office hours at the office of the Sheriff, 46E Carrington Street, Mafikeng. [Tel. (018) 381-0030.]

Dated at Mafikeng on this 10th day of December 1999.

Smit Stanton Motlhabani Inc., Attorneys for Plaintiff, 29 Warren Street, Mafikeng. (Ref. Mr Smit/S0141/97/ws.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MOLOPO HELD AT MMABATHO

The Judgment Creditor in the undermentioned is: NEDCOR BANK LIMITED

Be pleased to take notice that the Sheriff, Molopo, intends to offer for sale, pursuant to a judgment and an attachment, the following properties listed hereunder to the highest bidder by public auction on Wednesday, 2 February 2000 at 10:00, at 46E Carrington Street, Mafikeng, subject to the following conditions:

- (a) The property/grant of leasehold shall be sold voetstoots and without reserve to the highest bidder and the sale shall be subject to the conditions of section 66 of the Magistrates' Courts Act, to the approval of the First Mortgagor, Nedcor Bank Limited, and to the conditions of sale in execution.
- (b) 10% (ten per centum) of the purchase price will be paid in cash to the Judgment Creditor directly after the sale and the balance of the purchase price plus interest thereon on date of transfer, secured by an approval bank or building society guarantee within 21 (twenty-one) days from the date of sale.
 - (c) The improvements alledged to be affixed to the property are not guaranteed.
 - (d) Immediately on acceptance of the purchaser's offer, the purchaser shall be obliged to sign to condition of sale.
- (e) The purchaser will be responsible for payment of transfer costs, transfer duty, fees, stamps (if any), any arrears rates, levies, water and electricity charges and tax, as well as any other charges necessary to effect transfer.
- (f) The conditions of sale in execution may be inspected during office hours at the office of the Sheriff, 46E Carrington Street, Mafikeng, Tel. (014) 381-0030.

Property description.

Case No. 2997/1999.

Judgment Debtor: TUELO VINCENT MOSALA.

Property: Erf 7250, Unit 15, Mmabatho, District Molopo.

Judgment date: 21 October 1999.

Date of attachment: 9 November 1999.

Measuring: 400 square metres.

Held by: Deed of Transfer 2277/95.

Bond No.: B709/1995.

Improvements: Residential home (three bedrooms, kitchen, lounge, dining-room and bathroom.)

Case No. 115/1997

Judgment Debtor: DAVID THEBEYAKGOTLA MOTHIBI.

Property: Site 6977, Unit 15, Mmabatho, District of Molopo.

Judgment date: 17 July 1997.

Date of attachment: 22 September 1999.

Measuring: 400 square metres. Held by: Deed of Grant 3046/95.

Bond No.: B1772/95.

Improvements: Residential home (thre bedrooms, kitchen, lounge and bathroom).

Case No. 116/1997.

Judgment Debtors: MOAGI VICTOR PHAKEDI and BOICHOKO MARY PHAKEDI.

Property: Site 6724, Unit 15, Mmabatho, District of Molopo.

Judgment date: 19 May 1997.

Date of attachment: 2 September 1999.

Measuring: 438 square metres. Held by: Deed of Grant 2011/95.

Bond No.: B676/95.

Improvements: Residential home (three bedrooms, kitchen, lounge and bathroom).

Dated at Mafikeng on this 5th day of January 2000.

Smit Stanton Motlabani Inc., Attorneys for Plaintiff, 29 Warren Street (P.O. Box 397), Mafikeng, 2745. (Ref. Mr Smit/ws/ NED.)

Saak No. 8297/99

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen ABSA BANK BPK., Eksekusieskuldeiser, en JACOBUS CHRISTIAAN en DEDRE BARNARD, Eksekusieskuldenaars

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief tot uitwinning gedateer 7 Oktober 1999, sal die reg, titel en belang van die Eksekusieskuldenaars se eiendom verkoop word deur Jaap van Deventer Afslaers in eksekusie op 21 Januarie 2000 om 11:30, te Ferrostraat 3, Middelburg, aan die hoogste bieër:

Erf 2595, Middelburg-uitbreiding 9, Registrasieafdeling JS, provinsie Mpumalanga, groot 1 062 vierkante meter, gehou kragtens Akte van Transport T89191/93, Verband B79627/98, bestaande uit sitkamer, kombuis, drie slaapkamers, badkamer, toilet, motorhuis, stoorkamer en toilet.

- 1. Die eiendom sal voetstoots verkoop word en sonder reserwe aan die hoogste bieër, en sal die verkoping onderhewig wees aan die bepalings van artikel 66 van die Wet op Landdroshowe, 1944, soos gewysig.
 - 2. Die verkoopprys sal betaalbaar wees soos volg:
 - 2.1 10% (tien persent) van die koopprys op die dag van die verkoping.
- 2.2 Die onbetaalde balans tesame met rente op die balanskoopsom gereken teen 'n koers van 16,50% per jaar, gereken vanaf datum van verkoping tot datum van registrasie van die eiendom in die naam van die koper sal betaal word of verseker word by wyse van 'n bank- of bougenootskapwaarborg binne 21 (een-en-twintig) dae van datum van verkoping.
- 3. Vendusiekoste sal betaalbaar wees op die dag van die verkoping en sal as volg bereken word: 4% (vier persent) van die opbrengs van die verkoping met 'n minimum van R10 (tien rand).
- 4. Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word, en lê ter insae by die kantoor van die Landdros te Middelburg, asook die kantore van Van Deventer & Campher, President Krugerstraat 21A, Middelburg.

Aldus gedaan en geteken te Middelburg, Mpumalanga op hierdie 3de dag van Desember 1999.

C. J. Alberts, vir Van Deventer & Campher, President Krugerstraat 21A, Middelburg. [Tel. (013) 282-4675.] (Verw. mnr. Alberts/ED/AA263/99.)

CAPE • KAAP

Case No. 7381/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between EAST LONDON TRANSITIONAL LOCAL COUNCIL, Execution Creditor, and T. GABELANA, Execution Debtor

In pursuance of a judgment granted on 21 April 1999 in East London, Magistrate's Court, and under writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 27 January 2000 at 09:00, to the highest bidder:

Place of sale: Magistrate's Court, Buffalo Street, East London.

Description: Erf 21119, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape (22 Bunberry Crescent, East London), in extent 962 (nine six two) square metres.

Improvements: Dwelling, garage, swimming-pool, servants' quarters, stoep and patio, held by Deed of Transfer T6530/1995.

Conditions of sale:

- 1. The properties are sold voetstoots in terms and conditions of the Magistrates' Courts Act and subject to the provisions of the title deeds.
- 2. The purchaser, other than the Plaintiff, shall pay a deposit of 10 (ten) per centum of the purchase price in cash at the time of the sale and the balance, together with interest at the current rate referred to in the warrant of execution on the amount of the Plaintiff's claim (and in the event of there being any other preferent creditor, then also the interest payable upon such preferent creditor's claim) in cash on registration of transfer into the name of the purchaser, and which shall be secured by an approved bank or recognised Financial Institution guarantee. Such guarantee shall be irrevocable and not subject to withdrawal by the Bank or the Financial Institution which issued it. The guarantee shall be furnished to the Plaintiff's Attorneys within 14 (fourteen) days of the date of the sale, or within such extended period as may be agreed upon between the Sheriff and the Plaintiff's attorneys. In the event of the Plaintiff being the purchaser, no guarantee shall be required.
- 3. Transfer shall be affected by the Plaintiff or its attorneys and the purchasers shall pay all transfer costs, current and arrear rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.
- 4. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London, and will be read out by the auctioneer at the sale.
 - 5. The above information is furnished but not guaranteed.

Dated at East London this 9th day of December 1999.

Bax Incorporated, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (043) 743-3700.] (Ref. Mr Oswald/ab/ELTLC/Z22163.)

Case No. 7347/99

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

In the matter between ABSA BANK LIMITED (Messrs), Plaintiff, and WILLIAM PIETER VAN VUUREN (Mr), Identity Number 7109105395085, First Defendant, and ESTELLE JOHANNA VAN VUUREN (Mrs), Identity Number 7510240075086, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Uitenhage, dated 21 July 1999 the following property will be sold in execution on 3 February 2000 at 11:00, in the front of the Magistrate's Court, Durban Street, Uitenhage, to the highest bidder, without reserve, subject to the terms and the title deed, in so far as applicable, which conditions of the sale will be read by the Sheriff of the Magistrate's Court, Uitenhage South, immediately prior to the sale and which may be inspected at the offices of the Magistrate's Court, Uitenhage:

Erf 691, Despatch, in the area of the Despatch Transitional Council, Division of Uitenhage, Province of East Cape, also known as I Orsmond Street, Despatch, measuring 1 014 (one thousand and fourteen) square metres, more fully described in the Deed of Transfer made in favour of the Mortgagor T47260/98.

In terms of the Despatch Municipal Zoning scheme, the property is zoned for Residential purposes.

Terms:

- 1. The sale is voetstoots.
- 2. Purchase price payable in cash or suitable guarantee.
- 3. Occupation by arrangements.
- 4. Full conditions of the sale are for inspection at the offices of the Sheriff, 48 Magennis Street, Uitenhage.

Dated at Despatch on this 7th day of December 1999.

Conradie Campher & Kemp, Attorneys for Plaintiff, 20 Main Street (P.O. Box 12), Despatch, 6220. (Ref. CD/I00119.)

Case No. 30007/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between BOE BANK LIMITED, Plaintiff, and ZAMEKILE DONDOLO, Defendant

In pursuance of a judgment of the Magistrate's Court for the District of East London held at East London, and a writ of execution dated 8 November 1999, the following property, listed hereunder, will be sold in execution on Friday, 28 January 2000 at 09:00, or so soon thereafter as the matter may be called at 5 Joan Street, Amalinda, East London:

Erf 26522 (Portion of Erf 26517), East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 951 square metres, held under Deed of Transfer T4558/1991.

The following information is furnished *re* the improvements, though in this respect, nothing is guaranteed, a single-storey dwelling constructed of brick and tile roof, consisting of a lounge, dining-room, kitchen, four bedrooms, two bathrooms, shower, two separate toilets, two garages, brick paving drive, patio and verandah.

Conditions of sale:

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
- 2. The purchaser shall pay 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 14 (fourteen) days after the date of 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 arrear 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 by the time of the sale and may be inspected at the Sheriff's Office, 4 Lower Oxford Street, East London, prior to the date of sale.

Dated at East London on this 29th day of November 1999.

Gravett Schoeman, for Van Rensburg & Moodley Inc., Plaintiff's Attorneys, 29 St Peters Road, Southernwood, East London. (Ref. Mr Moodley/rm/F274.)

Case No. 13112/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between FIRST NATIONAL BANK OF SA LTD, Plaintiff, and SIMPIWE MAQUBELA, First Defendant, and NOMBONISO PATRICIA MAQUBELA, Second Defendant

In pursuance of a judgment of the Magistrate's Court for the District of East London held at East London, and a writ of execution dated 21 October 1999, the following property, listed hereunder, will be sold in execution on Thursday, 27 January 2000 at 11:30, or so soon thereafter as the matter may be called at 17 Beamish Crescent, Amalinda, East London:

Erf 2144, East London, East London Transitional Local Council, Division of East London, Eastern Cape Province; in extent 1 606 square metres, held under Deed of Transfer T6328/1997.

The following information is furnished *re* the improvements, though in this respect, nothing is guaranteed, a single-storey dwelling constructed of brick with tile/iron roof, consisting of a lounge, kitchen, four bedrooms, bathroom, shower, two toilets and two garages.

Conditions of sale:

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
- 2. The purchaser shall pay 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 14 (fourteen) 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 arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.
- 4. The full conditions of sale will be read out at the time of the sale and may be inspected at the Sheriff's Office, 4 Lower Oxford Street, East London, prior to the date of sale.

Dated at East London on this 14th day of December 1999.

Gravett Schoeman, for Van Rensburg & Moodley Inc., Plaintiff's Attorneys, 29 St Peters Road, Southernwood, East London. (Ref. Mr Moodley/rm/F334.)

Case No. 13113/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between FIRST NATIONAL BANK OF SA LTD, Plaintiff, and GARTH GRAHAM SINNOTT, First Defendant, and DIANN ELIZABETH VIVIERS, Second Defendant

In pursuance of a judgment of the Magistrate's Court for the District of East London, held at East London, and a writ of execution dated 3 August 1999, the following property, listed hereunder, will sold in execution on Thursday, 27 January 2000 at 10:00, or so soon thereafter as the matter may be called at 15 Burnett Street, Eastwood Ho, Gonubie, East London:

Erf 454, Gonubie, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 1 069 square metres, held under Deed of Transfer T1951/1997.

The following information is furnished *re* the improvements, though in this respect, nothing is guaranteed, a single part double storey dwelling constructed of brick with melkhout/asbestos roof, consisting of an entrance hall, lounge/dining-room, kitchen/breakfast nook, scullery/laundry, two bathrooms with shower and toilet and separate toilet. Burglar alarm. Swimming-pool. Outbuildings consist of a double garage, servants' quarters with shower and toilet, and storeroom.

Conditions of sale:

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
- 2. The purchaser shall pay 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 14 (fourteen) days after the date of 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 duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.
- 4. The full conditions of sale will be read out at the time of the sale and may be inspected at the Sheriff's Office, 4 Lower Oxford Street, East London, prior to the date of sale.

Dated at East London on this 14th day of December 1999.

Gravett Schoeman, for Van Rensburg & Moodley Inc., Plaintiff's Attorneys, 29 St Peters Road, Southernwood, East London. (Ref. Mr Moodley/rm/F335.)

Case No. 5143/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between FIRST NATIONAL BANK OF SA LTD, Plaintiff, and BEVERLY STRYDOM, Defendant

In pursuance of a judgment of the Magistrate's Court for the District of East London held at East London, and a writ of execution dated 21 October 1999, the following property, listed hereunder, will be sold in execution on Thursday, 27 January 2000 at 10:15, or so soon thereafter as the matter may be called at 5 First Street, Gonubie, East London:

Erf 2233, Gonubie, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 947 square metres, held under Deed of Transfer T2284/1997.

The following information is furnished *re* the improvements, though in this respect, nothing is guaranteed, a single-storey dwelling constructed of brick with tile roof, consisting of a lounge/dining-room, family room, kitchen, scullery, three bedrooms and two bathrooms with toilets. Burglar alarm. Swimming-pool. Outbuildings consist of a double garage and store-room.

Conditions of sale:

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
- 2. The purchaser shall pay a deposit of 10% (ten percent) of the purchase price and the auctioneers commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) 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 arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.
- 4. The full conditions of sale will be read out at the time of the sale and may be inspected at the Sheriff's Office, 4 Lower Oxford Street, East London, prior to the date of sale.

Dated at East London on this 14th day of December 1999.

Gravett Schoeman, for Van Rensburg & Moodley Inc., Plaintiff's Attorneys, 29 St Peters Road, Southernwood, East London. (Ref. Mr Moodely/rm/F296.)

Case No. 288/99

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

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and P. P. FUNDE, 1st Execution Debtor, and D. S. FUNDE, 2nd Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Bathurst dated 21 May 1999 and in pursuance of an attachment in execution dated 31 May 1999, a sale by public auction will be held by the Sheriff for the Magistrate's Court, Port Alfred, in front of the Magistrate's Court Port Alfred, on Friday, 28 January 2000 at 11:30, of the following immovable property situate at 28 Muisvogel Street, Port Alfred:

Zoned: Vacant land.

Being Erf 1144, Port Alfred, in the area of Port Alfred Transitional Local Council, Division of Bathurst, Eastern Cape Province, in extent 714 square metres, held by Phakamisa Patrick Funde and Daniswa Sylvia Funde, under Deed of Transfer No. T89548/97, and subject to the conditions referred to therein.

The following improvements are situate on the property although nothing in this respect is guaranteed: Vacant land.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Port Alfred.

Terms: 10% of the purchase price and 5% Sheriff's (auctioneer's) charges up to R30 000,00 and thereafter 3% to a maximum of R7 000,00 with a minimum of R260,00 in cash at the time of the sale; the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within fourteen (14) days from date of the sale.

Dated at Uitenhage this 10th day of December 1999.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 Aloe Centre, Caledon Street, Uitenhage. (Ref. L. Butlion/ls.)

Case No. 22707/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between FIRST NATIONAL BANK OF SA LTD, Plaintiff, and MODUKAYI RICHARD DOKODA, First Defendant, and NOBATEMBU LLYLICIA DOKODA, Second Defendant

In pursuance of a judgment of the Magistrate's Court for the District of East London held at East London, and a writ of execution dated 8 November 1999, the following property, listed hereunder, will be sold in execution on Thursday, 27 January 2000 at 12:30, or so soon thereafter as the matter may be called at 27 Coronation Road, Sunnyridge, East London:

Erf 18369, East London, Municipality and Division of East London, in extent 978 square metres, held under Deed of Transfer No. T5471/1993.

The following information is furnished *re:* the improvements, though in this respect nothing is guaranteed, a single part double storey dwelling constructed of brick with slate roof, consisting of an entrance hall, lounge, diningroom, kitchen, scullery/laundry, 4 bedrooms, 1 bathroom with shower and toilet, 1 shower and toilet, 1 bathroom and toilet. Burglar alarm. Patio and swimming pool.

Outbuildings consists of a double garage and 2 servants quarters with toilets.

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 percent) of the purchase price and the Auctioneers Commission in cash immediately after the sale and the balance against transfer to be secured by a bank, or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) 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 arrear levies/rates and/or value added tax and other necessary charges to effect transfer upon request by the sale attorneys.
- 4. The full conditions of sale will be read out at the time of the sale and may be inspected at the Sheriff's Office, 4 Lower Oxford Street, East London, prior to the date of sale.

Dated at East London on this 14th day of December 1999.

Gravett Schoeman, for Van Rensburg & Moodley Inc., Plaintiff's Attorneys, 29 St Peters Road, Southernwood, East London. (Ref. Mr Moodley/rm/F370.)

Case No. 18740/98

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between FIRST NATIONAL BANK OF SA LTD, Plaintiff, and LESLIE DONALD SKHALANGAYE XINWA, First Defendant, and PUMLA NOKUZOLA XINWA, Second Defendant

In pursuance of a judgment of the Magistrate's Court for the District of East London held at East London, and a writ of execution dated 4 March 1999, the following property, listed hereunder, will be sold in execution on Thursday, 27 January 2000 at 12:00, or so soon thereafter as the matter may be called, at the premises.

Remaining extent of Erf 1097, East London, Municipality and Division of East London, in extent 1 658 square metres, held under Deed of Transfer No. T3579/1993, situate at 4 Innes Road, Amalinda, East London.

The following information is furnished *re:* the improvements, though in this respect nothing is guaranteed, a single storey dwelling constructed of brick with tile roof, consisting of entrance hall, lounge, family room/bar, TV room, diningroom, study, kitchen and ELO/Hob, 3 bedrooms, 2 bathrooms, storeroom, with carpets and novilon flooring. Outbuildings consists of double garage, servants room with w.c. and laundry. Security bars and swimming-pool.

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 percent) of the purchase price and the Auctioneers Commission in cash immediately after the sale and the balance against transfer to be secured by a bank, or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) 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 arrear levies/rates and/or value added tax and other necessary charges to effect transfer upon request by the sale attorneys.
- 4. The full conditions of sale will be read out at the time of the sale and may be inspected at the Sheriff's Office, 4 Lower Oxford Street, East London, prior to the date of sale.

Dated at East London on this 14th day of December 1999.

Gravett Schoeman, for Van Rensburg & Moodley Inc., Plaintiff's Attorneys, 29 St Peters Road, Southernwood, East London. (Ref. Mr Moodley/rm/F207.)

Case No. 11455/99

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

In the matter between FIRSTRAND BANK LIMITED, Plaintiff (Execution Creditor), and FREDERICK WILLIAM SMITH, First Defendant (Execution Debtor), and INGRID VERONA SMITH, Second Defendant (Execution Debtor)

In pursuance of a judgment by the Court granted in the above suit the following immovable property will on 2 February 2000 at 09:00, be sold in execution. The auction will take place at Kuils River Magistrate's Court, and the property to be sold is:

Erf 4189, Kuils River, in the Oostenberg Municipality, Division of Cape, Western Cape Province, in the extent 988 (nine hundred and eighty-eight) square metres, situated at 45 Keurboom Street, Kuils River.

The following information is furnished as to the improvements though in this respect nothing is guaranteed: Three bedrooms, lounge/dining-room, kitchen, one and a half bathrooms and double garage.

Terms.

- 1. The sale will be voetstoots without reserve and to the highest bidder but subject to the Magistrates' Courts Act and Rules and all conditions contained in the title deed under which the property is held.
- 2. Auctioneer's charges and 10% of the purchase price payable on the day of the sale and the balance to be secured within fourteen (14) days of the sale.
- 3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff of the above Court.

Signed at Cape Town this 7th day of December 1999.

G. C. Cooper, for Mostert & Bosman, Attorney for Plaintiff, Third Floor, Leadership House, 40 Shortmarket Street, Greenmarket Square (P.O. Box 1456), Cape Town. (Ref. G. C. Cooper/TVE/W10945.)

Saak No. 1993/99

IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

In die saak tussen ABSA BANK, Eksekusieskuldeiser, en NICOLAAS GROOTBOOM, Eerste Eksekusieskuldenaar, en ANNIE GROOTBOOM, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof op 20 September 1999 in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, Malmesbury, op 31 Januarie 2000 om 10:00, te Atlantis Hof, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 5774, Wesfleur, in die gebied van die Blaauwberg-munisipaliteit, afdeling Kaap, provinsie Wes-Kaap, groot 553 (vyfhonderd drie-en-vyftig) vierkante meter, ook bekend as Highgatesingel 13, Beacon Hill, Atlantis.

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

Terme:

10% (tien persent) van die koopprys en 5% (vyf persent) afslaersgelde tot en met R30 000,00 en daarna 3% (drie persent) met 'n maksimum van R7 000,00 en 'n minimum van R260,00 in kontant op die veilingsdag; die balans teen oordrag wat verseker moet word deur 'n bank, bougenootskap of ander aanvaarbare waarborg wat aan die Balju gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 15,5% per jaar, vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik ABSA Bank, in wie se guns verbande oor die eiendom geregistreer is.

Geteken te Malmesbury op die 13de dag van Desember 1999.

Pierre Du Plessis & Mostert, Prokureur vir Eksekusieskuldeiser, Veritasgebou, Piet Retiefstraat 13 (Posbus 5), Malmesbury, 7299. [Tel. (022) 482-1101.]

Saak No. 6009/99

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen ABSA BANK BEPERK, Eiser, en JACQUES LE ROUX, Eerste Verweerder, en NATASHA STEMMET LE ROUX, Tweede Verweerder

Kragtens 'n vonnis gedateer 2 September 1999, en 'n lasbrief vir eksekusie van bogemelde Agbare Hof gedateer 2 September 1999, sal die ondergemelde eiendom per publieke veiling verkoop word op Donderdag, 3 Februarie 2000 om 10:00, voor die Landdroskantore, Kimberley, onderhewig aan die verkoopvoorwaardes wat deur die Balju, Kimberley, voorgelees sal word voordat die veiling 'n aanvang neem, welke verkoopvoorwaardes inspekteer kan word by die kantore van die Balju, Kimberley, en by die kantoor van die prokureurs wat namens die Eiser optree, die eiendom synde:

Sekere Erf 31315, Kimberley, geleë in die stad en distrik Kimberley, provinsie Noord-Kaap, groot 403 (vier nul drie) vierkante meter.

Geregistreer in naam van die Verweerder en bekend as MacDougallstraat 33, Royldene, Kimberley.

Voorwaardes:

- 1. Betaling van 10% van die koopprys 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 bouverenigingswaarborg en elke waarborg binne 10 (tien) dae na die datum van die veiling verskaf moet word.
- 2. Afslaerskommissie teen 5% van die bruto verkoopprys is betaalbaar op die datum van die veiling, tesame met alle agterstallige en uitstaande belastings.

Gedateer te Kimberley op hierdie 10de dag van Desember 1999.

M. L. van Niekerk, vir Engelsman, Benade & Van der Walt Ing., Prokureurs vir Eiser, Du Toitspanweg 80, Kimberley, 8301. (Verw. mnr. Van Niekerk/ev/A509/Z16127.)

Saak No. 1320/99

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen ABSA BANK BEPERK, Eiser, en JURIE JOHANNES SWART, Verweerder

Kragtens 'n vonnis en lasbrief vir eksekusie van bogemelde Agbare Hof gedateer 24 Mei 1999, sal die ondergemelde eiendom per publieke veiling verkoop word op Donderdag, 3 Februarie 2000 om 10:00, voor die Landdroskantore, Kimberley, onderhewig aan die verkoopvoorwaardes wat deur die Balju, Kimberley, voorgelees sal word voordat die veiling 'n aanvang neem, welke verkoopvoorwaardes geïnspekteer kan word by die kantore van die Balju, Kimberley, en by die kantoor van die prokureurs wat namens die Eiser optree, die eiendom synde:

Erf 24662, Kimberley, geleë in die stad en distrik Kimberley, groot 325 (driehonderd vyf-en-twintig) vierkante meter, geregistreer in naam van die Verweerder, en ook bekend as Debonair Park 29, Jamesonlaan, Kimberley.

Voorwaardes:

- 1. Betaling van 10% van die koopprys 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 bouverenigingwaarborg, en welke waarborg binne 10 (tien) dae na die datum van die veiling verskaf moet word.
- 2. Afslaerskommissie teen 5% van die bruto verkoopprys is betaalbaar op die datum van die veiling, tesame met alle agterstallige en uitstaande belastings.

Geteken te Kimberley op hierdie 9de dag van Desember 1999.

Engelsman, Benade & Van der Walt Ing., Prokureurs vir Eiser, Du Toitspanweg 80, Kimberley, 8310. (Verw. Van Niekerk/ AU356/Z13481.)

Saak No. 1507/99

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen ABSA BANK BEPERK, Eiser, en J. B. MANS, Verweerder

Kragtens 'n vonnis en lasbrief vir eksekusie van bogemelde Agbare Hof gedateer 18 Maart 1999, sal die ondergemelde eiendom per publieke veiling verkoop word op Donderdag, 3 Februarie 2000 om 10:00, voor die Landdroskantore, Kimberley, onderhewig aan die verkoopvoorwaardes wat deur die Balju, Kimberley, voorgelees sal word voordat die veiling 'n aanvang neem, welke verkoopvoorwaardes geïnspekteer kan word by die kantore van die Balju, Kimberley, en by die kantoor van die prokureurs wat namens die Eiser optree, die eiendom synde:

Erf 18497, Kimberley, geleë in die stad en distrik Kimberley, groot 998 (negehonderd agt-en-negentig) vierkante meter, geregistreer in naam van die Verweerder, en ook bekend as Greenstraat 110, Wes-Einde, Kimberley.

Voorwaardes:

- 1. Betaling van 10% van die koopprys 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 bouverenigingwaarborg, en welke waarborg binne 10 (tien) dae na die datum van die veiling verskaf moet word.
- 2. Afslaerskommissie teen 5% van die bruto verkoopprys is betaalbaar op die datum van die veiling, tesame met alle agterstallige en uitstaande belastings.

Geteken te Kimberley op hierdie 9de dag van Desember 1999.

Engelsman, Benade & Van der Walt Ing., Prokureurs vir Eiser, Du Toitspanweg 80, Kimberley, 8310. (Verw. Van Niekerk/ A396/Z14010.)

Saak No. 9812/98

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen ABSA BANK BEPERK, Eiser, en K. C. E. RYLAND, Eerste Verweerder, en M. E. RYLAND, Tweede Verweerder

Kragtens 'n vonnis gedateer 18 Januarie 1999 en lasbrief vir eksekusie van bogemelde Agbare Hof gedateer 18 Januarie 1999, sal die ondergemelde eiendom per publieke veiling verkoop word op Donderdag, 3 Februarie 2000 om 10:00, voor die Landdroskantore, Kimberley, onderhewig aan die verkoopvoorwaardes wat deur die Balju, Kimberley, voorgelees sal word voordat die veiling 'n aanvang neem, welke verkoopvoorwaardes inspekteer kan word by die kantore van die Balju, Kimberley, en by die kantoor van die prokureurs wat namens die Eiser optree, die eiendom synde:

Erf 16027, gedeelte van Erf 16023, Kimberley, geleë in die stad en distrik Kimberley, groot 628 (ses twee agt) vierkante meter, geregistreer in naam van die Verweerders, en bekend as Studystraat 9, Kimberley.

Voorwaardes:

- 1. Betaling van 10% van die koopprys 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 bouverenigingwaarborg, en welke waarborg binne 10 (tien) dae na die datum van die veiling verskaf moet word.
- 2. Afslaerskommissie teen 5% van die bruto verkoopprys is betaalbaar op die datum van die veiling, tesame met alle agterstallige en uitstaande belastings.

Geteken te Kimberley op hierdie 13de dag van Desember 1999.

M. L. van Niekerk, vir Engelsman, Benade & Van der Walt Ing., Prokureurs vir Eiser, Du Toitspanweg 80, Kimberley, 8310. (Verw. mnr. Van Niekerk/ev/AU120/Z11218.)

Saak No. 1318/99

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen ABSA BANK BEPERK, Eiser, en VALERIA MARGARET ROSE PILLAY, Verweerder

Kragtens 'n vonnis gedateer 27 September 1999 en 'n lasbrief vir eksekusie van bogemelde Agbare Hof gedateer 27 September 1999, sal die ondergemelde eiendom per publieke veiling verkoop word op Donderdag, 3 Februarie 2000 om 10:00, voor die Landdroskantore, Kimberley, onderhewig aan die verkoopvoorwaardes wat deur die Balju van Kimberley voorgelees sal word voordat die veiling 'n aanvang neem, welke verkoopvoorwaardes 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 synde:

Sekere Erf 9247, Kimberley, geleë in die stad en distrik Kimberley, groot 668 (ses ses agt) vierkante meter.

Geregistreer in naam van die Verweerder en bekend as Michaustraat 6, Diamant Park, Kimberley.

Voorwaardes:

- 1. Betaling van 10% van die koopprys 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 bouverenigingwaarborg en elke waarborg binne 10 (tien) dae na die datum van die veiling verskaf moet word.
- 2. Afslaerskommissie teen 5% van die brutoverkoopprys is betaalbaar op die datum van die veiling, tesame met alle agterstallige en uitstaande belastings.

Gedateer te Kimberley op hierdie 13de dag van Desember 1999.

M. L. van Niekerk, vir Engelsman, Benade & Van der Walt Ing., Prokureurs vir Eiser, Du Toitspanweg 80, Kimberley, 8301. (Verw. mnr. Van Niekerk/ev/AU378/Z14008.)

Case No. 5640/98

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

In the matter between NEDCOR BANK LIMITED (formerly NEDPERM BANK LTD) (formerly SA PERMANENT BUILDING SOCIETY), Execution Creditor, and P. F. MITI, First Execution Debtor, and D. J. MITI, Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 3 June 1998 and in pursuance of an attachment in execution dated 15 September 1999 a sale by public auction will be held by the Sheriff for the Magistrate's Court, in front of the Magistrate's Court, Uitenhage, on Thursday, 27 January 2000 at 11:00, of the following immovable property situated at 172 Ponana Tini Road, kwaNobuhle:

Zoned: Residential.

Being Erf 902 (now Erf 2817), kwaNobhule, in the Area of Uitenhage, Transitional Local Council, Division of Uitenhage, Eastern Cape Province, in extent 286 square metres, held by Pinnie Freddie Miti and Dideka Joyce Miti, under Certificate of Registered Grant of Leasehold 902/1 and subject to the conditions referred to therein.

The following improvements are situated on the property (although nothing in this respect is guaranteed): Single-storey detached conventional dwelling under asbestos with lounge, three bedrooms, kitchen and bathroom.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage (South).

Terms: 10% of the purchase price and 5% Sheriff's (auctioneer's) charges up to R30 000 and thereafter 3% to a maximum of R7 000 with a minimum of R260 in cash at the time of the sale; the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within fourteen (14) days from date of the sale.

Dated at Uitenhage this 10th day of December 1999.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 Aloe Centre, Caledon Street, Uitenhage. (Ref. L. Butlion/ls.)

Case No. 308/96

HIGH COURT OF BISHO

In the matter between EDWARD GORDON ALEXANDER, Plaintiff, and ZENZILE NGQOLO, Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 26 September 1996 the following property will be sold on Wednesday, 26 January 2000 at 10:00, or so soon thereafter as the matter may be called at the Magistrate's Office, Alice to the highest bidder:

Erf 332, KU Ntselamanzi, Alice, Alice Transitional Local Council, Division of Victoria East, Province of the Eastern Cape, measuring 696 (six hundred and ninety-six) square metres, situated at 332 Ku Ntselamanzi, Alice.

The following information is supplied but not guaranteed: Conventional house.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the sale.

- 2. The property is sold voetstoots in terms of the Magistrates' Courts Act and subject to the provisions of the title deed.
- The full conditions of sale may be inspected at Plaintiff's attorneys offices and will be read out by the auctioneer at the sale.

Dated at King William's Town this 13th day of December 1999.

Squire Smith & Laurie Inc., Plaintiff's Attorneys, 44 Taylor Street, King William's Town. (Ref. Ms Schlesinger/DK.)

Case No. 4597/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between NEDCOR BANK LIMITED, Plaintiff, and Mr K. G. WILSON, First Defendant, and Miss D. JANSE VAN RENSBURG, Second Defendant

In terms of a judgment of the above Honourable Court dated 25 March 1999, and a warrant of execution issued, the following property will be sold at the Magistrate's Court, Lower Buffalo Street, East London, on 26 January 2000 at 09:00, to the highest bidder, subject to the provisions of the conditions of sale:

- 1.1 A unit consisting of-
- (a) Section 7 (seven), as shown and more fully described on Sectional Plan SS11/1992, in the scheme known as Three St Patricks Court, in respect of the land and building or buildings situated at East London, Municipality of East London, of which section the floor area, according to the said sectional plan is 72 (seventy-two) square metres in extent; and
- (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST852/1994.
 - 1.2 A unit consisting of—
- (a) Section 13 (thirteen), as shown and more fully described on Sectional Plan SS11/1992, in the scheme known as Three St Patricks Court, in respect of the and land and building or buildings situated at East London, Municipality of East London, of which section the floor area, according to the said sectional plan is 15 (fifteen) square metres in extent; and
- (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST1355/1995.

Known as 7 and 13 Per Ardua, 3 St Patricks Road, Southernwood, East London.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London, and these will be read out by the auctioneer immediately before the sale.

The following information is furnished, but not guaranteed: A flat comprising bedroom, bathroom, lounge, kitchen and garage.

Dated at East London on this 17th day of December 1999.

J. A. M. Warren, for Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. Mr Warren/FC/W13036.)

Case No. 9638/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between NEDCOR BANK LIMITED, Plaintiff, and Miss N. TANDA, Defendant

In terms of a judgment of the above Honourable Court dated 5 May 1999, and a warrant of execution issued, the following property will be sold at the Magistrate's Court, Lower Buffalo Street, East London, on 26 January 2000 at 09:00, to the highest bidder, subject to the provisions of the conditions of sale:

- 1.1 A unit consisting of-
- (a) Section 1 (one), as shown and more fully described on Sectional Plan SS11/1992, in the scheme known as Three St Patricks Court, in respect of the and land and building or buildings situated at East London, Municipality of East London, of which section the floor area, according to the said sectional plan is 148 (one hundred and forty-eight) 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.

1.2 A unit consisting of-

- (a) Section 11 (eleven), as shown and more fully described on Sectional Plan SS11/1992, in the scheme known as Three St Patricks Court, in respect of the and land and building or buildings situated at East London, Municipality of East London, of which section the floor area, according to the said sectional plan is 20 (twenty) 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.

Known as 1 and 11 Per Ardua, 3 St Patricks Road, Southernwood, East London.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London, and these will be read out by the auctioneer immediately before the sale.

The following information is furnished, but not guaranteed: A flat comprising three bedrooms, bathroom, lounge, family-room, dining-room, kitchen and garage.

Dated at East London on this 17th day of December 1999.

J. A. M. Warren, for Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. Mr Warren/FC/W13078.)

Case No. 6022/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between NEDCOR BANK LIMITED, Plaintiff, and Miss S. W. MSIWA, Defendant

In terms of a judgment of the above Honourable Court dated 12 April 1999, and a warrant of execution issued, the following property will be sold at the Magistrate's Court, Lower Buffalo Street, East London, on 26 January 2000 at 09:00, to the highest bidder, subject to the provisions of the conditions of sale:

A unit consisting of-

(a) Section 9 (nine), as shown and more fully described on Sectional Plan SS18/1995, in the scheme known as Brenthurst, in respect of the land and building or buildings situated at East London Transitional Local Council, Division of East London, Province of Eastern Cape, of which section the floor area, according to the said sectional plan is 79 (seventy-nine) square metres, held by ST3626/1998.

Known as 9 Brenthurst Flats, corner of 241 Oxford Street and 26 St James Road, Southernwood, East London.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London, and these will be read out by the auctioneer immediately before the sale.

The following information is furnished, but not guaranteed: A flat comprising two bedrooms, bathroom, dining-room, lounge, family-room and kitchen.

Dated at East London on this 15th day of December 1999.

J. A. M. Warren, for Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. Mr Warren/FC/W13307.)

Case No. 14776/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between NEDCOR BANK LIMITED, Plaintiff, and Mr L. G. CHATBURN, 1st Defendant, and Mrs L. CHATBURN, 2nd Defendant

In terms of a judgment of the above Honourable Court dated 10 November 1997 and a warrant of execution issued, the following property will be sold on 26 January 2000 at 09:00, to the highest bidder subject to the provisions of the conditions of sale:

Erf 44201 (Portion of Erf 44194), East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 811 square metres, held under T5877/1996, known as 7 Dawn Village, 23 Wilson Street, Dawn, East London.

The sale aforesaid will take place at the Magistrate's Court, East London.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London and these will be read out by the auctioneer immediately before the sale.

The following information is furnished, but not guaranteed: A conventional dwelling under tiled roof, comprising 3 bedrooms, bathroom, lounge and kitchen.

Dated at East London on this 14th day of December 1999.

J. A. M. Warren, for Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. Mr Warren/FC/W08995.)

Case No. 3646/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between NEDCOR BANK LIMITED, Plaintiff, and Miss N. GQADA, Defendant

In terms of a judgment of the above Honourable Court dated 17 May 1999 and a warrant of execution issued, the following property will be sold at the Magistrate's Court, East London, on 26 January 2000 at 09:00, to the highest bidder subject to the provisions of the conditions of sale:

A unit consisting of Section No. 7, of which the floor area is 38 (thirty eight) square metres in extent, as shown and more fully described on Sectional Plan No. SS4/1992 in the scheme known as Drakensburg Court in respect of the land and building or buildings situate at East London Transitional Local Council, Division of East London, Province of the Eastern Cape, held under Title Deed No. TS5121/1995, known as 7 Drakensburg Court, 67 St Georges Road, Southernwood, East London.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London and these will be read out by the auctioneer immediately before the sale.

The following information is furnished, but not guaranteed: A flat comprising of a bedroom, bathroom, lounge and kitchen. Dated at East London on this 15th day of December 1999.

J. A. M. Warren, for Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. Mr Warren/FC/W13013.)

Case No. 6282/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between NEDCOR BANK LIMITED, Plaintiff, and Miss Z. A. STAMELA, Defendant

In terms of a judgment of the above Honourable Court dated 9 April 1999 and a warrant of execution issued, the following property will be sold at the Magistrate's Court, Lower Buffalo Street, East London, on 26 January 2000 at 09:00, to the highest bidder subject to the provisions of the conditions of sale:

- 1.1 A unit consisting of:
- (a) Section No. 16 (sixteen) as shown and more fully described on Sectional Plan No. SS9/1994 in the scheme known as Juliana Court in respect of the land and building or buildings situate at East London, East London Transitional Local Council, Province of the Eastern Cape, of which section the floor area, according to the said sectional plan is 55 (fifty-five) square metres in extent;
- (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under ST1209/1995, known as 16 Juliana Court, 19 St Mark's Road, Southernwood, East London.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London and these will be read out by the auctioneer immediately before the sale.

The following information is furnished, but not guaranteed: A flat comprising of a bedroom, bathroom, lounge, diningroom and kitchen.

Dated at East London on this 17th day of December 1999.

J. A. M. Warren, for Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. Mr Warren/FC/W13311.)

Case No. 9637/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between NEDCOR BANK LIMITED, Plaintiff, and Mr A. JANSEN VAN RENSBURG, 1st Defendant, and Mrs Y. C. JANSEN VAN RENSBURG, 2nd Defendant

In terms of a judgment of the above Honourable Court dated 10 May 1999 and a warrant of execution issued, the following property will be sold at the Magistrate's Court, Lower Buffalo Street, East London, on 26 January 2000 at 09:00, to the highest bidder subject to the provisions of the conditions of sale:

Erf 439, Cintsa, Amatola Coastal Local Council Area, Division of East London, Province of the Eastern Cape, in extent 899 square metres, held under T6842/1992, known as 439 Penquin Place, Cintsa, Division of East London.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London and these will be read out by the auctioneer immediately before the sale.

The following information is furnished, but not guaranteed: A conventional dwelling comprising 3 bedrooms, 2 bathrooms, lounge, family room, dining room and kitchen.

Dated at East London on this 17th day of December 1999.

J. A. M. Warren, for Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. Mr Warren/FC/W13079.)

Saak No. 3848/99

IN DIE LANDDROSHOF VIR DIE DISTRIK MOSSELBAAI GEHOU TE MOSSELBAAI

In die saak tussen ABSA BANK BEPERK, Eiser, en JOHN WILLIAM FOURIE, Eerste Verweerder, en PETRONELLA CATHARINA FOURIE, Tweede Verweerder

Ter uitvoering van die vonnis van die Landdroshof te Mosselbaai sal die volgende onroerende eiendom hieronder beskryf op Woensdag, 26 Januarie 2000 om 11:00, by Essenhoutstraat 88, Hartenbosheuwels, Hartenbos, per publieke veiling in eksekusie verkoop word, naamlik:

Erf 2271, Hartenbos, in die munisipaliteit en afdeling van Mosselbaai, provinsie Wes-Kaap, groot 822 (agthonderd twee en twintig) vierkante meter.

Verbeterd.

Verkoopvoorwaardes:

- 1. Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die bepalings van die Wet op Landdroshowe No. 32 van 1944, soos gewysig, en die voorwaardes van die titelakte waaronder dit gehou word.
- 2. Een-tiende van die koopprys moet in kontant of deur middel van 'n bank gewaarborgde tjek betaal word nadat die eiendom verkoop verklaar is en die balans van die koopprys, tesame met rente daarop teen die heersende bankkoers vanaf datum van verkoping teen registrasie van oordrag en moet verseker word deur die lewering van 'n bank- of bouverenigingwaarborg binne (14) veertien dae na die veilingsdatum.
- 3. Die koper is aanspreeklik vir betaling van alle transportkoste, hereregte, agterstallige belastings en diensgelde en enige bykomende onkoste.
 - 4. Die verkoping geskied volgens die verdere voorwaardes wat ter insae lê by die kantoor van die Balju, Mosselbaai. Mnre. Erasmus & Moolman, Prokureurs vir Vonnisskuldeiser, Posbus 1580, Hoogstraat 118, Mosselbaai, 6500.

Saak No. 3870/99

IN DIE LANDDROSHOF VIR DIE DISTRIK MOSSELBAAI GEHOU TE MOSSELBAAI

In die saak tussen ABSA BANK BEPERK, Eiser, en HENDRIK WILLEM BOTES, Eerste Verweerder, en ELIZABETH BOTES, Tweede Verweerder

Ter uitvoering van die vonnis van die Landdroshof te Mosselbaai sal die volgende onroerende eiendom hieronder beskryf op Dinsdag, 25 Januarie 2000 om 11:00, by P Speciostraat 8, Danabaai, Mosselbaai, per publieke veiling in eksekusie verkoop word, naamlik:

Erf 8258, Mosselbaai, in die munisipaliteit en afdeling van Mosselbaai, provinsie Wes-Kaap, groot 634 (ses honderd vier en dertig) vierkante meter.

Onverbeterd.

Verkoopvoorwaardes:

- 1. Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die bepalings van die Wet op Landdroshowe No. 32 van 1944, soos gewysig, en die voorwaardes van die titelakte waaronder dit gehou word.
- 2. Een-tiende van die koopprys moet in kontant of deur middel van 'n bank gewaarborgde tjek betaal word nadat die eiendom verkoop verklaar is en die balans van die koopprys, tesame met rente daarop teen die heersende bankkoers vanaf datum van verkoping teen registrasie van oordrag en moet verseker word deur die lewering van 'n bank- of bouvereniging-waarborg binne (14) veertien dae na die veilingsdatum.
- 3. Die koper is aanspreeklik vir betaling van alle transportkoste, hereregte, agterstallige belastings en diensgelde en enige bykomende onkoste.
 - 4. Die verkoping geskied volgens die verdere voorwaardes wat ter insae lê by die kantoor van die Balju, Mosselbaai.

Mnre. Erasmus & Moolman, Prokureurs vir Vonnisskuldeiser, Posbus 1580, Hoogstraat 118, Mosselbaai, 6500.

Saak No. 4653/99

IN DIE LANDDROSHOF VIR DIE DISTRIK MOSSELBAAI GEHOU TE MOSSELBAAI

In die saak tussen ABSA BANK BEPERK, Eiser, en ERNEST FRANCISCO ANTHONY, Eerste Verweerder, en MARIA MAGDALENA ANTHONY, Tweede Verweerder

Ter uitvoering van die vonnis van die Landdroshof te Mosselbaai sal die volgende onroerende eiendom hieronder beskryf op Donderdag, 27 Januarie 2000 om 11:00, by Snoekstraat 37, Mosselbaai, per publieke veiling in eksekusie verkoop word, naamlik:

Erf 11089, Mosselbaai, in die munisipaliteit en afdeling van Mosselbaai, provinsie Wes-Kaap, groot 500 (vyf honderd) vierkante meter.

Verbeterd.

Verkoopvoorwaardes:

- 1. Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die bepalings van die Wet op Landdroshowe No. 32 van 1944, soos gewysig, en die voorwaardes van die titelakte waaronder dit gehou word.
- 2. Een-tiende van die koopprys moet in kontant of deur middel van 'n bank gewaarborgde tjek betaal word nadat die eiendom verkoop verklaar is en die balans van die koopprys, tesame met rente daarop teen die heersende bankkoers vanaf datum van verkoping teen registrasie van oordrag en moet verseker word deur die lewering van 'n bank- of bouvereniging-waarborg binne (14) veertien dae na die veilingsdatum.
- 3. Die koper is aanspreeklik vir betaling van alle transportkoste, hereregte, agterstallige belastings en diensgelde en enige bykomende onkoste.
 - 4. Die verkoping geskied volgens die verdere voorwaardes wat ter insae lê by die kantoor van die Balju, Mosselbaai.

Mnre. Erasmus & Moolman, Prokureurs vir Vonnisskuldeiser, Posbus 1580, Hoogstraat 118, Mosselbaai, 6500.

Saak No. 8107/99

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen ABSA BANK BEPERK, Eiser, en JONATHAN JACOBUS HEINRICH KIEWITZ, Eerste Verweerder, en MERINDA KIEWITZ, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof te George en 'n lasbrief vir eksekusie gedateer 21 September 1999, sal die volgende eiendom verkoop word deur die Balju van die Hof, George aan die hoogste bieër op Vrydag, 28 Januarie 2000 om 11:00, te die Landdroshof, Yorkstraat, George:

Erf 3778, Pacaltsdorp, geleë in die munisipaliteit en afdeling van George, administratiewe distrik van George, in die provinsie Wes-Kaap, groot 633 (ses honderd drie en dertig) vierkante meter, gehou kragtens Transportakte Nr. T8016/91 (ook bekend as Beukesstraat 82, Pacaltsdorp).

Die volgende verbeteringe is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie: Enkel woonhuis, sitkamer, eetkamer, kombuis, 2 slaapkamers, badkamer met w.c. en stort met w.c.

Voorwaardes van verkoping:

- 1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieër en sal onderworpe wees aan die terme en voorwaardes van die Landdroshowewet en Reëls daaronder geproklameer en van die terme van die titelakte in sover dit van toepassing mag wees.
- 2. Terme: Die koopprys sal betaalbaar wees synde 10% daarvan op die dag van verkoping aan die Balju en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 17,50% per jaar sal binne 30 dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.
- 3. Voorwaardes: Die volle voorwaardes van verkoping lê vir insae by die kantore van Mnre. Millers Ingelyf, Beaconhuis, Meadestraat 123, George asook die Balju van die Hof, Wellingtonstraat 38, George.

Gedateer te George op hierdie 20 dag van Desember 1999.

Millers Ingelyf, Eiser se Prokureurs, Meadestraat 123, George. (Verw. SVW/sl/A1692/MA0465/Z02097.)

Case No. 10192/99 PH 255

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and CONDONG INVESTMENTS (PTY) LIMITED, 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 4 Montrose Avenue, Constantia at 12:00 on 26 January 2000, 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, NBS House, Church Street, Wynberg:

Erf 88, Constantia, situate in the South Peninsula Municipality, Cape Division, in the Province of the Western Cape, in extent 1,1859 hectares, and situate at 4 Montrose Avenue, Constantia.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 385 square metre main dwelling consisting of a lounge, dining room, kitchen, 4 bedrooms, 3 bathrooms with water closets and a 150 square metre outbuilding consisting of 3 garages, bathroom, 2 servants quarters and a studio.

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 maximum fee of R7 000,00 (seven thousand rand), minimum charges R260,00 (two hundred and sixty rand).

Dated at Cape Town on this 20th day of December 1999.

William Inglis, Plaintiff's Attorneys, 2nd Floor, 101 St George's Mall, Cape Town, 8001; P.O. Box 67, Cape Town, 8000. (Docex 230, Cape Town.) [Tel. (021) 423-0554.] [Fax (021) 423-0510.] (Ref. W. D. Inglis/cs/R347/7647.)

Case No. 10311/99 PH 255

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MOTTI KAUFMAN CC, 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 7 Geelbek Street, Sedgefield at 11:00 on 26 January 2000, 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, 11 Uil Street, Industrial Area, Knysna:

Erf 2917, Sedgefield, situate in the area of the Transitional Substructure of Sedgefield, Division Knysna, Province of the Western Cape, in extent 720 square metres, and situate at 7 Geelbek Street, Sedgefield.

The following information is furnished re the improvements though in this respect nothing is guaranteed: A 95 square metre main dwelling consisting of a living room, lounge, kitchen, 3 bedrooms, bathroom and a 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 maximum fee of R7 000,00 (seven thousand rand), minimum charges R260,00 (two hundred and sixty rand).

Dated at Cape Town on this 17th day of December 1999.

William Inglis, Plaintiff's Attorneys, 2nd Floor, 101 St George's Mall, Cape Town, 8001; P.O. Box 67, Cape Town, 8000. (Docex 230, Cape Town.) [Tel. (021) 423-0554.] [Fax (021) 423-0510.] (Ref. W. D. Inglis/cs/S3766/7649.)

Case No. 4569/99 PH 255

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and BERNADETTE THERESA HUTCHINS, 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 17 Laurier Road, Claremont at 10:00 on 26 January 2000, 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, NBS House, Church Street, Wynberg:

Remainder Erf 51580, Cape Town at Claremont, in the City of Cape Town, Cape Division, in extent 482 square metres, and situate at 17 Laurier Road, Claremont.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 152 square metre main dwelling consisting of a living room, lounge, kitchen, 3 bedrooms, 2 bathrooms with water closets and a shower.

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 maximum fee of R7 000,00 (seven thousand rand), minimum charges R260,00 (two hundred and sixty rand).

Dated at Cape Town on this 17th day of December 1999.

William Inglis, Plaintiff's Attorneys, 2nd Floor, 101 St George's Mall, Cape Town, 8001; P.O. Box 67, Cape Town, 8000. (Docex 230, Cape Town.) [Tel. (021) 423-0554.] [Fax (021) 423-0510.] (Ref. W. D. Inglis/cs/S3567/7355.)

Case No. 10436/99 PH 255

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MICHAEL PETERSEN, First Defendant, and LOUISA KATHLEEN PETERSEN, 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 60 Groenall Walk, Hanover Park at 11:00 on 26 January 2000, 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, NBS House, Barrack Street, Cape Town:

Erf 137423, Cape Town at Athlone, situate in the area of the Transitional Metropolitan Substructure of Cape Town, Division Cape, Province of the Western Cape, in extent 123 square metres, and situate at 60 Groenall Walk, Hanover Park.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 38 square metre main dwelling consisting of a living room, lounge, kitchen, 1 bedroom 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 maximum fee of R7 000,00 (seven thousand rand), minimum charges R260,00 (two hundred and sixty rand).

Dated at Cape Town on this 17th day of December 1999.

William Inglis, Plaintiff's Attorneys, 2nd Floor, 101 St George's Mall, Cape Town, 8001; P.O. Box 67, Cape Town, 8000. (Docex 230, Cape Town.) [Tel. (021) 423-0554.] [Fax (021) 423-0510.] (Ref. W. D. Inglis/cs/S3779/7666.)

Case No. 2127/97

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

In the matter between STANDARD BANK OF SA LIMITED, Plaintiff, and CONSTI ALFRED MODI, First Defendant, and MEIT EVELYN MODI, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 19 December 1997 and a writ of execution dated 23 March 1999 the property listed hereunder will be sold in execution on Friday, 4 February 2000 at 14:15, at the Magistrate's Court, North End, Port Elizabeth:

Certain Erf 13460, Motherwell, situated in the area of the Town Council of Motherwell, Administrative District of Uitenhage, measuring 222 (two hundred and twenty-two) square metres, situated at 361 Ngwevana Street, Swartkopsvalley NU 9, Port Elizabeth.

Improvements: Although not guaranteed, the main building consists of living-room, three bedrooms, kitchen and bathroom. Material conditions of sale:

- 1. The property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act and the Rules made thereunder and of the title deeds, in so far as these are applicable.
- 2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 20% (twenty per cent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth on this 13th day of December 1999.

Joubert Galpin & Searle, Plaintiff's Attorneys, 173 Cape Road, P.O. Box 59, Port Elizabeth.

Saak No. 991/99

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen DIE STANDARD BANK VAN SA BEPERK, Eiser, en PETRONELLA HERMIENA FLETCHER, Verweerder

In navolging van 'n vonnis van bogemelde agbare Hof gedateer 21 September 1999 en 'n lasbrief tot beslaglegging onroerende eiendom, gedateer 1 November 1999 sal die ondergemelde onroerende eiendom deur die Balju van die Hooggeregshof, vir die Distrik Douglas, per publieke veiling in eksekusie verkoop word aan die hoogste bieër voor die Landdroskantore te Douglas op Vrydag, 28 Januarie 2000 om 10:00:

Die eiendom wat verkoop word, is die volgende: Een halwe aandeel in Erf 75, geleë in die plaaslike gebied, die Erwe, distrik Herbert, provinsie Noord-Kaap, groot 2,1414 hektaar, gehou kragtens Akte van Transport T5700/95 (geen straatnommer).

Informasie: Die volgende informasie ten opsigte van die eiendom word verskaf, maar nie gewaarborg nie: Die verbeterings op die eiendom is 'n gedeeltelik geboude huis.

Voorwaardes: Tien persent van die koopprys is betaalbaar, onmiddellik na die verkoping, tesame met afslaers kommissie en die balans teen registrasie van die eiendom in die naam van die koper, welke balans verseker moet word deur 'n goedgekeurde bank of bouvereniging of ander waarborg. Die eiendom word verkoop voetstoots aan d ie hoogste bieër sonder reserwe. Verdere verkoopvoorwaardes kan geïnspekteer word ten kantore van die Balju van die Hooggeregshof te Douglas.

Gedateer te Kimberley op hierdie 16de dag van November 1999.

Balju van die Hooggeregshof, Douglas.

Elliott, Maris, Wilmans & Hay, Prokureurs vir Eiser, Grondvloer, Cheapside, Posbus 179, Kimberley. (Ref. VWH/LP/H1047.)

Case No. 26905/99

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

In the matter between FIRSTRAND BANK LTD, formerly FIRST NATIONAL BANK OF SOUTH AFRICA LIMITED, Plaintiff, and ANDRIES NICOLAAS EVERHARDUS NIEUWOUDT, Defendant

The following property will be sold in execution by public auction held at 26 Sterrezicht Avenue, Vredenburg, to the highest bidder on Thursday, 3 February 2000 at 12:00:

Erf 8540, Vredenburg, in extent 330 square metres, held by Deed of Transfer T80994/1995, situated at 26 Sterrezicht Avenue, Vredenburg.

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, Vredenburg's address.
- 2. The following information is furnished but not guaranteed: Corrugated iron roof, two bedrooms, kitchen, lounge, dining-room, bathroom, garage and inside barbeque.
- 3. Payment: Ten per centum of the purchase price on the day of the sale and the balance together with interest at the current rate of 16,50% per annum, or prevailing rate applicable 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 21st day of December 1999.

Buchanan Boyes Attorneys, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, 8 Riebeeck Street, Cape Town. (Ref. Mrs D. Jardine/63058.)

Case No. 10737/99

IN THE HIGH COURT OF SOUTH AFRICA

(The Cape of Good Hope Provincial Division)

In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and VALERIE AGNES BAXTER, Defendant

The following property will be sold in execution by public auction held at 1136 Frederick Avenue, Wilderness East, George, to the highest bidder on 26 January 2000 at 10:00:

Erf 1136, Wilderness, in extent 889 square metres, held by Deed of Transfer T23094/1998, situated at 1136 Frederick Avenue, Wilderness East, George.

- 1. The following improvements on the property are reported, but nothing guaranteed, namely fourth bedrooms, entrance hall, dining-room, kitchen, two toilets, two bathrooms, lounge, study, two showers, two garages and double storey dwelling.
- 2. Conditions: The full conditions of sale which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the High Court, George.

Dated at Cape Town on this 22nd day of December 1999.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Soutern Life Centre, Riebeeck Street, Cape Town. (Ref. T. M. Chase/BL/63209.)

Case No. 1719/98

IN THE HIGH COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

In the matter between FIRST NATIONAL BANK OF SA LTD, Plaintiff, and JOHN GEORGE PETERSEN, First Defendant, and MAGDELINE MAREEN PETERSEN, Second Defendant

In pursuance of a judgment in the High Court of South Africa (South Eastern Cape Local Division) dated 27 November 1998, the property listed hereunder will be sold in execution on Friday, 28 January 2000 at 15:00, at the Ground Floor, 15 Rink Street, Central, Port Elizabeth, to the highest bidder and for cash:

All the Defendant's right, title and interest in respect of Erf 114, Mangold Park, measuring 1 091 square metres, situated at 13 Patricia Street, Mangold Park, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Single-storey brick dwelling under tile surrounded by walling consisting of an entrance hall, lounge, dining-room, kitchen, study, three bedrooms, bathroom, shower and two w.c.'s. Attached outbuildings: Garage, servant's room and laundry. Other improvements: Swimming-pool and paving.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer. The full conditions of sale will be read immediately prior to the sale and may be inspected at the office of the Sheriff of the High Court, Fifth Floor, 15 Rink Street, Central, Port Elizabeth. A substantial loan from a financial institution can be arranged for an approved purchaser.

Dated at Port Elizabeth on this 14th day of December 1999.

Rushmere Noach Inc., Plaintiff's Attorneys, Second Floor, 21 Chapel Street, Port Elizabeth. (Ref. S. K. Gough/W10739.)

Case No. 2106/99

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

In the matter between FNB PROPERTIES, Plaintiff, and DANIEL BRAMLEY BOOYSEN, Defendant

In pursuance of a judgment in the High Court of South Africa (South Eastern Cape Local Division) dated 4 October 1999, the property listed hereunder will be sold in execution on Friday, 28 January 2000 at 15:00, at the Ground Floor, 15 Rink Street, Central, Port Elizabeth, to the highest bidder and for cash:

All the Defendant's right, title and interest in the freehold respect of Erf 2387, North End, measuring 214 square metres, situated at 53 Kent Road, North End, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Double storey brick dwelling under iron consisting of an entrance hall, lounge, kitchen, pantry, three bedrooms, bathroom and w.c. Attached/detached outbuildings: Garage and w.c.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer. The full conditions of sale will be read immediately prior to the sale and may be inspected at the office of the Sheriff of the High Court, Fifth Floor, 15 Rink Street, Central, Port Elizabeth. A substantial loan from a financial institution can be arranged for an approved purchaser.

Dated at Port Elizabeth on this 10th day of December 1999.

Rushmere Noach Inc., Plaintiff's Attorneys, Second Floor, 21 Chapel Street, Port Elizabeth. (Ref. S. K. Gough/W13377.)

Case No. 2681/97

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

In the matter between CITY OF CAPE TOWN, Judgment Creditor, and Mr Y. DREYER, Judgment Debtor

The property described hereunder will be sold at the Court House, Mitchells Plain, Magistrate's Court, Mitchells Plain North, Mitchell's Plain, on Tuesday, 25 January 2000 at 10:00, viz:

Certain piece of land situated at Mitchells Plain in the Municipality of Cape Town, Cape Division, Erf No. 21642, measuring 156 square metres, held by the Execution Debtor under Deed of Transfer No. T71819/1993 (dated 15 September 1993), popularly known as 50 Nerine Street, Lentegeur, Mitchells Plain.

The property consists of one semi-detached dwelling under tiled roof, consisting of 3 x bedrooms, 1 x lounge, 1 x kitchen, 1 x bathroom and toilet.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17.5% from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The Buyer shall (a) pay: Auctioneers charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, First Floor, Village Square, 155 Main Road, Plumstead, 7800. (Tel. 761-9076.) (Ref. Mrs Castle/M2679.)

Auctioneers: The Sheriff, Magistrate's Court, Mitchells Plain North.

Case No. 7215/96

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

In the matter between TRANSITIONAL METROPOLITAN SUBSTRUCTURE OF CAPE TOWN, Judgment Creditor, and R. P. JAMES, Judgment Debtor

The property described hereunder will be sold at the Court House, Wynberg, Magistrate's Court, Church Street, Wynberg, on Wednesday, 26 January 2000 at 10:00:

Erf 107947, Cape Town at Retreat, situated in the South Peninsula Municipality, Western Cape Province, measuring 595 square metres, held by the Execution Debtor under Deed of Transfer No. T15071/1976 (dated 24 May 1976), popularly known as 5 Huntington Road, Retreat.

The property consists of one single brick dwelling under a galvanised roof, consisting of 3 x bedrooms, 1 x lounge, 1 x diningroom, 1 x en-suite, 1 x bathroom and toilet, 1 x kitchen, 1 x double garage, 1 x sservants quarters.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17.5% from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The Buyer shall (a) pay: Auctioneers charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, First Floor, Village Square, 155 Main Road, Plumstead, 7800. (Tel. 761-9076.) (Ref. Mrs Castle/M1968.)

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

Case No. 18820/99

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

NEDCOR BANK LIMITED versus ELROY FELIX and CONNIE FELIX

In pursuance of a Judgment dated 21 June 1999 and an attachment on 4 August 1999, the following immovable property will be sold at 91 Connaught Avenue, Kensington, Port Elizabeth by public auction on Wednesday, 26 January 2000 at 11:00:

Erf 2478, Mount Road, in the Municipality and Division of Port Elizabeth, in extent 220 square metres, situated at 91 Connaught Avenue, Kensington, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a semi-detached dwelling under iron roof consisting of 2 bedrooms, bathroom, kitchen and lounge.

The Conditions of Sale may be inspected at the Office of the Sheriff, Magistrate's Court-South, 8 Rhodes Street, North End, Port Elizabeth.

Terms: 10% on the date of sale, the balance, including V.A.T. if applicable, against transfer to be secured by a guarantee approved by Plaintiff's Attorneys to be furnished within 14 days of sale. Sheriff's charges $(2\frac{1}{2}\%)$ on the first R30.000 and thereafter $1\frac{1}{2}\%$ with a minimum of R260,00 and a maximum of R4.000,00) and Auctioneer's charges $(4\frac{1}{2}\%)$ plus V.A.T. in both cases are also payable on date of sale.

Dated 8th December 1999.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Central, Port Elizabeth (P.O. Box 132, Port Elizabeth, 6000.) (Tel. 585-2141.) (Ref. R. H. Parker/djs/N0119/488.)

Case No. 14254/99

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

NEDCOR BANK LIMITED versus ALTON DE KOCK and SHIRLEY MAGDALENE DE KOCK

In pursuance of a Judgment dated 20 April 1999 and an attachment on 31 May 1999, the following immovable property will be sold at 27 Fontein Street, Cleary Estate, Port Elizabeth by public auction on Monday, 31 January 2000 at 11:00:

Erf 14269, Bethelsdorp, in the Municipality and Division of Port Elizabeth, Province of the Eastern Cape, in extent 486 square metres, situated at 27 Fontein Street, Cleary Estate, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a-detached dwelling under tile roof consisting of 2 bedrooms, bathroom, lounge and kitchen.

The Conditions of Sale may be inspected at the Office of the Sheriff, Magistrate's Court-West, 38 North Street, Port Elizabeth.

Terms: 10% on the date of sale, the balance, including V.A.T. if applicable, against transfer to be secured by a guarantee approved by Plaintiff's Attorneys to be furnished within 14 days of sale. Sheriff's charges (2½% on the first R30.000 and thereafter 1½% with a minimum of R260,00 and a maximum of R4.000,00) and Auctioneer's charges (4½%) plus V.A.T. in both cases are also payable on date of sale.

Dated 8th December 1999.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Central, Port Elizabeth (P.O. Box 132, Port Elizabeth, 6000.) (Tel. 585-2141.) (Ref. R. H. Parker/djs/N0119/473.)

Case No. 31466/99

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

FBC FIDELITY BANK LIMITED versus AMOS BHEKUMUZI DLAMINI

In pursuance of a Judgment dated 13 October 1999 and an attachment on 2 November 1999, the following immovable property will be sold in front of the Magistrate's Court, Govan Mbeki Avenue, Port Elizabeth, by public auction on Friday, 28 January 2000 at 14:15:

Erf 1318, Colchester, in the Division of Uitenhage, Province of the Eastern Cape, in extent 1508 square metres, situated a Erf 1318, Colchester.

While nothing is guaranteed, it is understood that on the property is a vacant plot.

A substantial bond is available to an approved purchaser.

The Conditions of Sale may be inspected at the Office of the Sheriff, Magistrate's Cour-North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% on the date of sale, the balance, including V.A.T. if applicable, against transfer to be secured by a guarantee approved by Plaintiff's Attorneys to be furnished within 14 days of sale. Sheriff's charges (5% on the first R30.000,00 and thereafter 3% to a maximum of R7 000,00 with a minimum of R260,00 plus V.A.T.) are also payable on date of sale.

Dated 14th December 1999.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Central, Port Elizabeth (P.O. Box 132, Port Elizabeth, 6000.) (Tel. 585-2141.) (Ref. Mrs D. Steyn/F0048/170.)

Case No. 34840/99

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

FBC FIDELITY BANK LIMITED versus MARIO JAMES AKKERMAN

In pursuance of a Judgment dated 18 October 1999 and an attachment on 2 November 1999, the following immovable property will be sold in front of the Magistrate's Court, Govan Mbeki Avenue, Port Elizabeth, by public auction on Friday, 28 January 2000 at 2.15p.m.:

Erf 11896, Motherwell, situated in the Municipality of Port Elizabeth, Division of Uitenhage, Province of the Eastern Cape, in extent 200 square metres, situated at 138 Mpenzu Street, Motherwell, NU 7 Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a dwelling under tile roof consisting of 2 bedrooms, bathroom, kitchen and lounge.

A substantial bond is available to an approved purchaser.

The Conditions of Sale may be inspected at the Office of the Sheriff, Magistrate's Court-North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% on the date of sale, the balance, including V.A.T. if applicable, against transfer to be secured by a guarantee approved by Plaintiff's Attorneys to be furnished within 14 days of sale. Sheriff's charges (5% on the first R30.000,00 and thereafter 3% to a maximum of R7 000,00 withi a minimum of R260,00 plus V.A.T.) are also payable on date of sale.

Dated 10th December 1999.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Central, Port Elizabeth (P.O. Box 132, Port Elizabeth, 6000.) (Tel. 585-2141.) (Ref. R. H. Parker/djs/F0048/180.)

Case No. 14875/99

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

NEDCOR BANK LIMITED versus ANNASTINE LORNA ARANJO

In pursuance of a Judgment dated 30 July 1999 and an attachment on 9 September 1999, the following immovable property will be sold at 12 Glamorgan Street, Hunters Retreat, Port Elizabeth by public auction on Tuesday, 25 January 2000 at 11:00:

Erf 3464, Hunters Retreat, in the Municipality and Division of Port Elizabeth, Province of the Eastern Cape, in extent 654 square metres, situated at 12 Glamorgan Street, Hunters Retreat, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached dwelling under tile roof consisting of 2 bedrooms, bathroom, kitchen and lounge.

The Conditions of Sale may be inspected at the Office of the Sheriff, Magistrate's Court-South, 8 Rhodes Street, North End, Port Elizabeth.

Terms: 10% on the date of sale, the balance, including V.A.T. if applicable, against transfer to be secured by a guarantee approved by Plaintiff's Attorneys to be furnished within 14 days of sale. Sheriff's charges $(2^{1}/_{2}\%)$ on the first R30 000 and thereafter $1^{1}/_{2}\%$ with a minimum of R260,00 and a maximum of R4 000,00) and Auctioneer's charges $(4^{1}/_{2}\%)$ plus V.A.T. in both cases are also payable on date of sale.

Dated 8th December 1999.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Central, Port Elizabeth (P.O. Box 132, Port Elizabeth, 6000.) (Tel. 585-2141.) (Ref. R. H. Parker/djs/N0119/514.)

Case No. 14620/99

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

NEDCOR BANK LIMITED versus EUGENE AARON EATON SCHIMPER and LYDIA CORNELIA SCHIMPER

In pursuance of a Judgment dated 23 April 1999 and an attachment on 11 June 1999, the following immovable property will be sold at 3 Adcock Street, North End, Port Elizabeth by public auction on Friday, 28 January 2000 at 11:00:

Erf 2710, North End, in the Municipality and Division of Port Elizabeth, Province of the Eastern Cape, in extent 356 square metres, situated at 3 Adcock Street, North End, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached building under asbestos roof consisting of large workshop area with toilet and rooms at back of plot, being used as a panel beating business/spray shop.

The Conditions of Sale may be inspected at the Office of the Sheriff, Magistrate's Court-South, 8 Rhodes Street, North End, Port Elizabeth.

Terms: 10% on the date of sale, the balance, including V.A.T. if applicable, against transfer to be secured by a guarantee approved by Plaintiff's Attorneys to be furnished within 14 days of sale. Sheriff's charges $(2^{1}/_{2}\%)$ on the first R30 000 and thereafter $1^{1}/_{2}\%$ with a minimum of R260,00 and a maximum of R4 000,00) and Auctioneer's charges $(4^{1}/_{2}\%)$ plus V.A.T. in both cases are also payable on date of sale.

Dated 8th December 1999.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Central, Port Elizabeth (P.O. Box 132, Port Elizabeth, 6000.) (Tel. 585-2141.) (Ref. R. H. Parker/djs/N0119/454.)

Case No. 12564/99

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

FBC FIDELITY BANK LIMITED versus NDIKO GORDON RUNELI and NONTUTHUZELO ABEGAIL RUNELI

In pursuance of a Judgment dated 3 May 1999 and an attachment on 25 May 1999, the following immovable property will be sold in front of the Magistrate's Court, Govan Mbeki Avenue, Port Elizabeth, by public auction on Friday, 28 January 2000 at 2.15 p.m.:

Erf 10825, Motherwell, situated in the Municipality of Port Elizabeth, in the administrative district of Uitenhage, Eastern Cape Province, in extent 273 square metres, situated at 12 Tshoyi Street, NU 4B, Motherwell, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a dwelling under tile roof consisting of 2 bedrooms, bathroom, kitchen and lounge.

A substantial bond is available to an approved purchaser.

The Conditions of Sale may be inspected at the Office of the Sheriff, Magistrate's Court-North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% on the date of sale, the balance, including V.A.T. if applicable, against transfer to be secured by a guarantee approved by Plaintiff's Attorneys to be furnished within 21 days of sale. Sheriff's charges 5% on the first R30 000,00 and thereafter 3% to a maximum of R 000,00 with a minimum of R260,00 plus V.A.T.) are also payable on date of sale.

Dated 13th December 1999.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Central, Port Elizabeth (P.O. Box 132, Port Elizabeth, 6000.) (Tel. 585-2141.) (Ref. Mrs D Steyn/F0448/162.)

Case No. 81113/97

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

FUTURE BANK CORPORATION LIMITED versus MZIWANDILE CHRISTOPH MAHLASELA and NOMPUMELELO EUNICE MAHLASELA

In pursuance of a Judgment dated 15 July 1997 and an attachment on 7 December 1999, the following immovable property will be sold in front of the Magistrate's Court, Govan Mbeki Avenue, North End, Port Elizabeth, by public auction on Friday, 28 January 2000 at 2:15 p.m:

Erf 9615, Motherwell, situated in the Municipality of Port Elizabeth, in the Administrative District of Uitenhage, in extent 200 square metres, situated at 34 Bhira Street, Motherwell N.U. 4, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a concrete block dwelling under an asbestos roof, consisting of two bedrooms, lounge, bathroom and kitchen.

A substantial bond is available to an approved purchaser.

The Conditions of Sale may be inspected at the Office of the Sheriff, Magistrate's Court-North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% on the date of sale, the balance, including V.A.T. if applicable, against transfer to be secured by a guarantee approved by Plaintiff's Attorneys to be furnished within 14 days of sale. Sheriff's charges (5% on the first R30 000 and thereafter 3% to a maximum of R7 000,00 with a minimum of R260,00 plus V.A.T.) are also payable on date of sale.

Dated 17th December 1999.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case No. 33420/99

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

NEDCOR BANK LIMITED versus HEINRICH GEORGE LUDIWICK MULDER and AMANDA MULDER

In pursuance of a Judgment dated 7 October 1999 and an attachment on 16 November 1999, the following immovable property will be sold at 185 Prospect Road, Walmer, Port Elizabeth by public auction on Saturday, 29 January 2000 at 10:00:

Erf 4096, Walmer, in the Municipality and Division of Port Elizabeth, Province of the Eastern Cape, in extent 1 562 square metres, situated at 185 Prospect Road, Walmer, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof, consisting of three bedrooms, bathroom, lounge, dining-room, study, family room, kitchen, carport and two converted garages.

The Conditions of Sale may be inspected at the Office of the Sheriff, Magistrate's Court-South, 8 Rhodes Street, North End, Port Elizabeth.

Terms: 10% on the date of sale, the balance, including V.A.T. if applicable, against transfer to be secured by a guarantee approved by Plaintiff's Attorneys to be furnished within 14 days of sale. Sheriff's charges ($2\frac{1}{2}$ % on the first R30 000 and thereafter $1\frac{1}{2}$ % with a minimum of R260,00 and a maximum of R4 000,00) and Auctioneer's charges ($4\frac{1}{2}$ %) plus V.A.T. in both cases are also payable on date of sale.

Dated 10th December 1999.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case No. 34779/99

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

NEDCOR BANK LIMITED versus NIELAN WINSTON NAGAN

In pursuance of a Judgment dated 30 September 1999 and an attachment on 3 November 1999, the following immovable property will be sold at 65 Haworthia Drive, Malabar, Port Elizabeth by public auction on Tuesday, 1 February 2000 at 11:00:

Erf 63, Malabar, in the Municipality and Division of Port Elizabeth, Province of the Eastern Cape, in extent 549 square metres, situated at 65 Haworthia Drive, Malabar, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under an asbestos roof, consisting of three bedrooms, one and a half bathrooms, lounge, dining-room, family room, kitchen and garage.

The Conditions of Sale may be inspected at the Office of the Sheriff, Magistrate's Court-West, 38 North Street, North End, Port Elizabeth.

Terms: 10% on the date of sale, the balance, including V.A.T. if applicable, against transfer to be secured by a guarantee approved by Plaintiff's Attorneys to be furnished within 14 days of sale. Sheriff's charges (2½% on the first R30 000 and thereafter 1½% with a minimum of R260,00 and a maximum of R4 000,00) and Auctioneer's charges (4½%) plus V.A.T. in both cases are also payable on date of sale.

Dated 15th December 1999.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Saak No. 1530/99

IN DIE LANDDROSHOF VIR DIE DISTRIK DE AAR GEHOU TE DE AAR

In die saak tussen BOLAND PKS 'n lid van BOE BANK BEPERK, Reg. No. 51/00847/06, Eiser, en ANDRIES JOHAN GIBHARD, Verweerder

Ingevolge 'n vonnis gelewer op 8 Oktober 1999, in die De Aar Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word de goedere hieronder beskryf in eksekusie verkoop op 26 Januarie 2000 om 10:00, te Landdroskantoor, Voortrekkerstraat, De Aar, aan die hoogste bieër:

Beskrywing: Erf No. 4266, De Aar, geleë in die Munisipaliteit van De Aar Afdeling van Philipstown, die Provinsie Noord-Kaap, grootte 1 374 (eenduisend driehonderd vier en sewentig) vierkante meter.

Eiendomsadres: Immelmansingel 4, Randsig, De Aar.

Verbeterings: Woonhuis.

Soos gehou deur die skuldenaar kragtens Akte van Transport nommer T13729/97.

Die verkoping sal onderhewig wees aan die voorwaardes van die Landdroshof Wet en die reëls gepaardgaande.

Indien die koper finansiering ontvang vanaf 'n finansiële instansie, moet die koper op die dag van verkoping, geskrewe bewys lewer vanaf die genoemde finansiële instansie dat die koper kwalifiseer vir 'n lening. Die leningsbedrag mag nie minder wees as die koop bedrag.

Die koper sal aanspreeklik wees vir enige rente aan die Eiser en aan die verbandhouer vanaf die koop datum, tot datum van registrasie, soos uiteengesit in die verkoopvoorwaardes.

Oordrag sal gedoen word deur die Skuldenaar of sy prokureur en die koper sal aanspreeklik wees vir alle oordrags koste, erf belasting, en ander uitgawes nodig om die oordrag te finaliseer, op aanvraag by genoemde prokureurs.

Die koper moet afslaersgelde, B.T.W. asook 10% van die koopprys in kontant betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprys binne 14 (veertien) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bankwaarborg of bouverenigingwaarborg lewer.

Die volle voorwaardes kan verkry word by die kantore van die Balju van die Landdroshof.

Gedateer te De Aar op hierdie 20ste dag van Desember 1999.

Venter & Vennote, Eiser se Prokureur, Boland Bank Gebou, Voortrekkerstraat 47, Posbus 22, De Aar, 7000.

Saak No. 40521/99

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen BOE BANK BEPERK, Eiser, en ASHLEY BERNARD WALTON, 1ste Verweerder, en SUSAN STIGANT, 2de Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof dateer 3 November 1999, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Vrydag, 28 Januarie 2000 om 14:15, by die ingang tot die nuwe Geregshowe, Hoofstraat, Port Elizabeth, 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 3645, Kabega, groot 349 vierkante meter, gehou kragtens Transportakte Nr. T16215/98, ook bekend as Talanaweg 1, Talana Glen, Kabegapark, Port Elizabeth.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter deur die oprigting van 'n woonhuis.

Betaalvoorwaardes: Tien persent (10%) van die koopprys mot 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.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Port Elizabeth-Suid (Tel. 484-2734).

Gedateer hierdie 17de dag van Desember 1999.

Greyvensteins Nortier, St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z12746.)

Case No. 25046/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and JOSEPH MOSEKARE MANGADI, Defendant

In pursuance of a judgment in the Court of the Magistrate of Cape Town and writ of execution dated 15 October 1999, the following property will be sold in execution on 27 January 2000 at 09:30, at the Sheriff's Office at Mandatum Building, 44 Barrack Street, Cape Town:

Certain: Section Number 26, as shown and more fully described on Sectional Plan Number SS55/1983, in the Scheme known as Overbeek, in respect of the land and building or buildings, situated at Gardens in City of Cape Town.

Plus: 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, measuring 47 (forty seven) square metres, held by Deed of Transfer No. ST 25089/1997.

Consisting of: A brick dwelling consisting of a bedroom, kitchen, toilet and bathroom (safety gates and security officer at front entrance).

Street address: Flat 306, Overbeek Flats, 10 Orange Street, Gardens, Cape Town.

- 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. Payment: 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. The balance (plus interest at the current rate of 15,5 per cent per annum, capitalised monthly and calculated on the full purchase price from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 (fourteen) days of the sale.
- 3. The conditions of sale which will be read out by the Sheriff or auctioneer immediately prior to the sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Cape Town.

Dated at Cape Town on this 20th day of December 1999.

Jan S. de Villiers & Son, Attorneys for Plaintiff, 16th Floor, BP Centre, Thibault Square, Cape Town. (Ref. D. J. Nel/lvt/J4533.)

Saak No. 1532/99

IN DIE LANDDROSHOF VIR DIE DISTRIK DE AAR GEHOU TE DE AAR

In die saak tussen BOLAND PKS, 'n lid van BOE-BANK BEPERK, Reg. No. 51/00847/06, Eiser, en ANDRIES JOHAN GIBHARD, Verweerder

Ingevolge 'n vonnis gelewer op 8 Oktober 1999, in die De Aar Landdroshof, en 'n lasbrief vir eksekusie daarna uitgereik, word die goedere hieronder beskryf in eksekusie verkoop op 26 Januarie 2000 om 10:00, te Landdroskantoor, Voortrekkerstraat, De Aar, aan die hoogste bieër:

Beskrywing: Erf 4370, De Aar, geleë in die Munisipaliteit van De Aar Afdeling van Philipstown, die Provinsie Noord-Kaap, grootte 1 359 (eenduisend driehonderd nege en vyftig) vierkante meter.

Eiendomsadres: Van der Merwestraat.

Verbeterings: Woonhuis.

Soos gehou deur die skuldenaar kragtens Akte van Transport nommer T63265/1997.

Die verkoping sal onderhewig wees aan die voorwaardes van die Landdroshof Wet en die reëls gepaardgaande.

Indien die koper finansiering ontvang vanaf 'n finansiële instansie, moet die koper op die dag van verkoping, geskrewe bewys lewer vanaf die genoemde finansiële instansie dat die koper kwalifiseer vir 'n lening. Die leningsbedrag mag nie minder wees as die koopbedrag.

Die koper sal aanspreeklik wees vir enige rente aan die Eiser en aan die verbandhouer vanaf die koop datum, tot datum van registrasie, soos uiteengesit in die verkoopvoorwaardes.

Oordrag sal gedoen word deur die Skuldenaar of sy prokureur en die koper sal aanspreeklik wees vir alle oordragskoste, erfbelasting, en ander uitgawes nodig om die oordrag te finaliseer, op aanvraag by genoemde prokureurs.

Die koper moet afslaersgelde, B.T.W. asook 10% van die koopprys in kontant betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprys binne 14 (veertien) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bankwaarborg of bouverenigingwaarborg lewer.

Die volle voorwaardes kan verkry word by die kantore van die Balju van die Landdroshof.

Gedateer te De Aar op hierdie 20ste dag van Desember 1999.

Venter & Vennote, Eiser se Prokureur, Boland Bank Gebou, Voortrekkerstraat 47, Posbus 22, De Aar, 7000. (Verw. mev. Bezuidenhout/H04266.)

Case No. 21280/97

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

In the matter between NBS BANK LIMITED, formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and CLAUDINA EBENHAEZER PRINSLOO, First Defendant, and ANNEMARIE KARLIEN PRINSLOO, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Cape Town and writ of execution dated 27 August 1997, the property listed hereunder, and commonly known as Section No. 25 and Parking Bay No. P81, Bay Ridge, aka Flat No. 53 and Parking Bay No. P81, Bay Ridge, Kenilworth Avenue, Milnerton Ridge, Milnerton, will be sold in execution at the premises on Thursday, 3 February 2000 at 13:00, to the highest bidder:

A unit consisting of-

- 1. (a) Section No. 25, as shown and more fully described on Sectional Plan No. SS217/94, in the scheme known as Bay Ridge, in respect of the land and building or buildings, situated at Milnerton, in the Blaauwberg Municipality, of which section the floor area, according to the said Sectional Plan, is 60 (sixty) 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. ST12480/94.
- 2. An exclusive use area described as Parking Bay No. P81, measuring 19 (nineteen) square metres, being as such part of the common property, comprising the land and the scheme known as Bay Ridge, in respect of the land and building or buildings situated at Milnerton, in Blaauwberg Municipality, as shown and more fully described on Sectional Plan No. SS218/94. Held under Notarial Deed of Cession No. SK3396/94.

The following improvements are reported to be on the property, but nothing is guaranteed: A flat on the ground floor comprising 2 bedrooms, lounge, kitchen with built-in cupboards, bathroom, toilet and separate parking bay.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Cape Town, Mandatum Building, Barrack Street, Cape Town. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this 22nd day of December 1999.

I. Broodryk, for Cliffe Dekker Fuller Moore Inc. 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. IB/D. Brandt/N.2435.)

Case No. 10528/99

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

In the matter between BOE BANK LIMITED, Plaintiff, and the Trustees for the time being of the CAINICO FAMILY TRUST, Registration Number IT1176/96, Defendant

In pursuance of a judgment of the Magistrate's Court of Cape Town and writ of execution dated 7 May 1999, the property listed hereunder, and commonly known as Section No. 57 Montego Bay, aka D4 Montego Bay, cnr Sandown Road and Sail Street, Bloubergsands, will be sold in execution at the premises on Thursday, 3 February 2000 at 11:00, to the highest bidder:

A unit consisting of-

- (a) Section No. 57, as shown and more fully described on Sectional Plan No. SS226/96, in the scheme known as Montego Bay, in respect of the land and building or buildings, situated at Milnerton, in the Blaauwberg Municipality, of which section the floor area, according to the said Sectional Plan, is 46 (forty six) square metres in extent; and
- (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said Sectional Plan. Held under Deed of Transfer No. ST19358/1996.

The following improvements are reported to be on the property, but nothing is guaranteed: A flat on the ground floor comprising 1 bedroom, lounge/kitchen open plan and bathroom.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Cape Town, Mandatum Building, Barrack Street, Cape Town. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this 9th day of December 1999.

I. Broodryk, for Cliffe Dekker Fuller Moore Inc. 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. IB/D. Brandt/N.2820.)

Saak No. 130/97

IN DIE LANDDROSHOF VIR DIE DISTRIK CALITZDORP GEHOU TE CALITZDORP

In die saak tussen OORGANGSRAAD VAN CALITZDORP, Eksekusieskuldeiser, en J. J. JANSE VAN RENSBURG, Eksekusieskuldenaar

Ingevolge 'n vonnis van die bogemelde Agbare Hof gevel op 8 Julie 1999 en 'n lasbrief vir eksekusie uitgereik, sal die hierna beskrewe onroerende eiendom in eksekusie aan die hoogste bieër verkoop word op Donderdag, 3 Februarie 2000 om 10:00 te Koninginstraat, Calitzdorp:

Erf 667, Calitzdorp, geleë in die munisipaliteit en afdeling Calitzdorp, provinsie Wes-Kaap, groot 943 vierkante meter, gehou kragtens Transportakte T74511/1993.

Verkoopvoorwaardes:

- 1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, die Reëls daaronder uitgevaardig en ook die voorwaardes van die titelakte waaronder die eiendom gehou word.
 - 2. Die eiendom word voetstoots verkoop, sonder voorbehou aan die hoogste bieër.
- 3. Betaling: 10% van die koopprys moet kontant of per bankgewaarmerkte tjek tydens die veiling betaal word. Die balans van die koopprys met rente daarop teen 15,5% per jaar vanaf datum van veiling is betaalbaar teen registrasie van transport. Sodanige bedrag moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.
 - 4. Die koper sal aanspreeklik wees vir betaling van hereregte indien betaalbaar.
 - 5. Geen BTW is betaalbaar op die koopprys nie.
- 6. Die koper betaal onmiddellik na die veiling die Balju se fooi en kommissie bereken teen 5% (vyf persent) op die eerste R30 000 en 3% op die balans, onderhewig aan maksimum van R7 000 asook die koste van advertensie, kennisgewing van verkoping en voorwaardes van verkoop.
 - Koper betaal die prokureurskoste vir die registrasie van transport.
 - 8. Koper sal alle munisipale belastings en heffing om transport van die eiendom te verkry, betaal op aanvraag.
- 9. Die volledige voorwaardes van verkoop sal voor die veiling voorgelees word en sal ter insae lê by die kantoor van die Eiser se prokureurs, sowel as by die kantoor van die Balju, Geyserstraat, Calitzdorp.

Geteken te Calitzdorp op hierdie 20ste dag van Desember 1999.

Barry & Mouton, Prokureur vir Eiser, Andries Pretoriusstraat, Calitzdorp, 6660. [Tel. (044) 213-3300.]

Case No. 11577/98

IN THE MAGISTRATE'S COURT OF WYNBERG HELD AT WYNBERG

In the matter between MAKRO SA (PTY) LTD, Plaintiff, and R. A. SCHOLTZ, Defendant

In pursuance of a judgment granted by the Magistrate's Court of Wynberg and a warrant of execution issued on 22 May 1998, the property listed hereunder will be sold on execution by the public auction to the highest bidder at the Court House, on Thursday, 27 January 2000 at 10:00:

The following is a description of the property being Erf 40714, Athlone, in the City of Cape Town, Cape Division, Western Cape Province, in extent 496 square metres, held by Deed of Transfer T53885/1989, situated at 11 Colorado Street, Primrose Park, Athlone.

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

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: A single dwelling brick walls with three bedrooms, kitchen, lounge, toilet and bathroom. Detach consisting of bedroom, kitcen, toilet, shower and store-room.

Terms:

- 1. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer with interest thereon, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.
- 2. Auctioneer's charges, payable on the day of the sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand), minimum charges R260 (two hundred and sixty rand).

Dated at Cape Town this 16th day of November 1999.

F. N. Kaminer, for Kaminer Kriger & Associates, Ninth Floor, Zeeland House, 7-9 Heerengracht, Cape Town. (Ref. Colls/st/D04975.)

Case No. 1144/98

IN THE HIGH COURT OF SOUTH AFRICA

(Northern Cape Division)

In the matter between THE STANDARD BANK OF SA LTD, Plaintiff, and SEEVALINGUM PADAYACHEE, First Defendant, and DEVARANI PADAYACHEE, Second Defendant

In execution of a judgment of the High Court of South Africa (Northern Cape Division) in the above-mentioned suit, a sale without reserve will be held at Magistrate's Court Building, Knight Street, Kimberley, on 28 January 2000 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the office of the Sheriff, Kimberley, prior to the sale:

Certain Erf 22609, situated in the City and District of Kimberley, Northern Cape Province, measuring 864 square metres, held under Deed of Transfer T2486/1992 (also known as 15 Lime Street, Moghul Park, Kimberley).

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling-house consiting of five bedrooms, two living-rooms, three bathrooms, three garages, bathroom and two servants' rooms.

Terms: 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 date of sale.

Auctioneer's charges payable on the date of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Kimberley on this 20th day of December 1999.

Haarhoffs Inc., Plaintiff's Attorneys, NBS Building, 60/64 Jones Street, Kimberley.

Case No. 7464/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between EAST LONDON TRANSITIONAL LOCAL COUNCIL, Execution Creditor, and M. GUNGULUZA, Execution Debtor

In pursuance of a judgment granted on 16 April 1999 in East London Magistrate's Court and under writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 27 January 2000 at 09:00, to the highest bidder:

Place of sale: Magistrate's Court, Buffalo Street, East London.

Description: Erf 4005, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape (7 Curzon Avenue, Cambridge West, East London), in extent 982 (nine eight two) square metres.

Improvements: Dwelling, 2 outbuildings, stoep and carport, held by Deed of Transfer T7592/1997.

Conditions of sale:

- 1. The property is sold voetstoots in terms and conditions of the Magistrate's Court Act and subject to the provisions of the title deeds.
- 2. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the sale.
- 3. Transfer shall be affected by the Plaintiff or its attorneys and the purchasers shall pay all transfer costs, current and arrear rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.
- 4. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London and will be read out by the auctioneer at the sale.
 - The above information is furnished but not guaranteed.

Dated at East London on this 28th day of November 1999.

Bax Incorporated, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (043) 743-3700.] (Ref. Ms Baker/ab/ELTLC/Z22062.)

Case No. 9939/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between EAST LONDON TRANSITIONAL LOCAL COUNCIL, Execution Creditor, and Mr M. K. VISHILE, Execution Debtor

In pursuance of a judgment granted on 27 May 1999 in East London Magistrate's Court and under writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 28 January 2000 at 09:00, to the highest bidder:

Place of sale: Magistrate's Court, Buffalo Street, East London.

Description: Property address: 5 Lyndhurst Road, Highway Gardens, East London, Erf 39468, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 244 (two four four) square metres.

Improvements: Dwelling, held by Deed of Transfer T4104/1993.

Conditions of sale:

- The properties are sold voetstoots in terms and conditions of the Magistrate's Court Act and subject to the provisions of the Title Deeds.
- 2. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the sale.
- 3. Transfer shall be affected by the Plaintiff or its attorneys and the purchasers shall pay all transfer costs, current and arrear rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.
- 4. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London and will be read out by the auctioneer at the sale.
 - 5. The above information is furnished but not guaranteed.

Dated at East London this 22nd day of November 1999.

Bax Incorporated, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (043) 743-3700.] (Ref. C. Baker/lo/ELTLC/Z22694.)

Case No. 13709/97

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

In the matter between NBS BOLAND BANK LTD (a Division of BOE BANK LTD, Reg No. 51/00847/06), Plaintiff, and ANDRE HARDING LLOYD (previously Schoeman), Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 6 April 1998, the undermentioned property will be sold in execution at the premises, on Wednesday, 26 January 2000 at 12:00:

Erf 33913, a portion of Erf 32656, Goodwood, situated in the City of Tygerberg, Division Cape, Province Western Cape, measuring 351 (three hundred and fifty-one) square metres, held by Deed of Transfer No. T32163/93, and comprising of brick building under tiled roof, lounge, two bedrooms, bathroom, kitchen, toilet and garage, and known as 20 Ambleside Crescent, Plattekloof Glen.

Conditions of sale:

- 1. The purchase price shall be paid as to 10% (ten per cent) thereof in cash on the signing of the conditions of sale.
- 2. 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 23rd day of November 1999.

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

Case No. 15818/99

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

In the matter between FIRSTRAND BANK LIMITED (formerly FIRST NATIONAL BANK OF S.A. LTD), Plaintiff, and ANDREW JEROME ABRAHAMS, Defendant

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the Magistrate's Court, Goodwood, on Tuesday, 1 February 2000 at 08:30, namely:

Erf 127439, Cape Town at Bonteheuwel, situated in the City of Tygerberg, Cape Division, Province of the Western Cape, in extent 207 (two hundred and seven) square metres, held by Deed of Transfer T17360/1997, also known as 53 Camelia Street, Bonteheuwel, which property is said, without warranty as to the correctness thereof, to comprise of: Asbestos roof, brick walls, lounge, kitchen, 3 bedrooms and bathroom.

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 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 to be paid against registration of transfer, which shall be given and taken as soon as possible after the sale.
- 3. The balance (plus interest at the current rate of 17,75% per annum, subject to change, calculated on the capital Judgment Creditor's claim from date of sale to date of the 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 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 Messenger of the Court, and at the offices of the undersigned.

Dated at Cape Town on this 7th day of December 1999.

Lindsay & Associates, Attorneys for Plaintiff, 118 Kloof Street, Cape Town, 8001. (Tel. 423-7300.) (Ref. Mrs Waters/jm.) Auctioneer: The Sheriff of the Court, Docex 2, Goodwood.

Case No. 7466/99

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

ABSA BANK LIMITED versus DAVID FRENCH VAN SCHALKWYK

The following property will be sold in execution to the highest bidder at a public auction to be held at Magistrate's Court, Kuils River, on Monday, 24 January 2000 at 09:00:

Erf 1504, Gaylee, situated in the Local Area of Melton Rose, in extent 312 (three hundred and twelve) square metres, held by Deed of Transfer T55701/89 and situated at 26 Sneekop Way, Greenfields, Blackheath.

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, Kuils River.
- 2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising of 2 bedrooms, lounge, kitchen and 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 19% 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 this 3rd day of November 1999.

E. S. Swanepoel, for Laubscher & Hattingh, Plaintiff's Attorney.

Case No. 1985/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and DANNY RICHARD VAN DEN HEEVER, First Defendant, and SHIREE MARY MATILDA DEVAJEE, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Simons Town, the following will be sold in execution on 2 February 2000 at 14:00, on site to the highest bidder:

A unit consisting of Section 3, as shown and more fully described on Sectional Plan SS247/94 in the scheme known as Pelican Place. (2) An exclusive use area described as Parking P3, measuring 14 square metres. (3) An exclusive use area described as Parking P4, measuring 14 square metres. (4) An exclusive use area described as Yard Y3, measuring 2 square metres.

Erf 152476, Muizenberg, Cape Division, 65 square metres, held by Deed of Transfer ST17456/97, situated at Pelican Place Unit 3, Shearwater Drive, Marina da Gama, a flat consisting of 2 bedrooms, bathroom/w.c./shower, 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 19.00% per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a Deposit-taking Institution to be delivered within 14 days of the sale.
 - 4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
- 5. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Simons Town.

Dated at Cape Town on this 26th day of November 1999.

C. & A. Friedlander Inc., Plaintiff's Attorneys, 3rd Floor, 42 Keerom Street, Cape Town. (Ref. C. L. Silverwood/Z02694.)

Case No. 7920/96

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

In the matter between CITY OF CAPE TOWN (formerly "CENTRAL SUBSTRUCTURE OF THE CAPE METROPOLITAN AREA", formerly "THE TRANSITIONAL METROPOLITAN SUBSTRUCTURE OF CAPE TOWN", and also formerly "MUNICIPALITY OF CAPE TOWN"), Plaintiff, and LEROY DAVID PHILANDER, Defendant

The following will be sold in execution on 3 February 2000 at 10:00, Wynberg Court, to the highest bidder:

Erf 101389, Cape Town at Heideveld, Cape, 260 square metres, held by Deed of Transfer T22056/1991, situated at 84 Winterberg Road, Heideveld, Athlone.

- 1. The following improvements are reported but not guaranteed: Dwelling-2 Bedrooms, bathroom/w.c., lounge and kitchen.
- 2. Payment: Ten per centum of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 20% p.a. calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.
 - 3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
- 4. Conditions: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff.
 - C. & A. Friedlander Inc., 3rd Floor, 42 Keerom Street, Cape Town. (Ref. C. L. Silverwood/Z00573.)

Case No. 20580/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and RAYMOND FREDERICK HENDRY, Defendant

In pursuance of a judgment in the Court of the Magistrate of Wynberg, the following will be sold in execution on 2 February 2000 at 10:00, Wynberg Court, to the highest bidder:

A unit consisting of Section 2, as shown and more fully described on Sectional Plan SS310/98 in the scheme known as Princess Manor, Cape, 43 square metres, held by Deed of Transfer ST12479/98, situated at 2 Princess Manor, Princess Royal Way, Southfield, a flat consisting of 2 bedrooms, bathroom/w.c./shower, 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 persent 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 19.00% per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a Deposit-taking Institution to be delivered within 14 days of the sale.
 - 4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
- 5. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

Dated at Cape Town on this 26th day of November 1999.

C. & A. Friedlander Inc., Plaintiff's Attorneys, 3rd Floor, 42 Keerom Street, Cape Town. (Ref. C. L. Silverwood/Z02700.)

Case No. 25773/99

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

In the matter between ST PETERS FAITH MISSION, Judgment Creditor, and ZELPHIA NOPOPI KULWANA, Judgment Debtor

In pursuance of a judgment granted on 30 August 1999 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 2 February 2000 at 10:00, Wynberg Court, to the highest bidder:

Description: Single brick dwelling under tiled roof consisting of three bedrooms, bathroom/w.c., lounge and kitchen.

Erf 8011, Grassy Park, in extent 443,0000.

Property address: 375 Third Avenue, Lotus River.

Improvements: -.

Held by the Judgment Debtor in his name under Deed of Transfer T75393/1995.

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
- 2. The purchaser shall pay 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 Wynberg Magistrate's Court.

Dated at Cape Town this 30th day of November 1999.

C. & A. Friedlander Inc., Judgment Creditor's Attorneys, Third Floor, 42 Keerom Street, Cape Town. (Ref. C. Silverwood/ W30339.)

Case No. 87/98

IN THE HIGH COURT OF BISHO HELD AT BISHO

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff/Judgment Creditor, and MALIXOLE RAYMOND SOHA, First Defendant/Judgment Debtor, and OLWE-ROSE PINKIE SOHA, Second Defendant/Judgment Debtor

In pursuance of a judgment granted in the High Court, Bisho, on 18 June 1998, and warrant of execution against immovable property issued by the above Honourable Court, the following property will be sold in execution on Wednesday, 26 January 2000 at 10:00, or so soon thereafter as the matter may be called, by the Sheriff of the Court, at Alice, Magistrate's Court Alice:

Erf 1860, Alice, in extent 1 230 square metres, held under Deed of Transfer T2684/90, and known as 3 Stock Street, Alice.

The property consits of dwelling and usual outbuildings.

Conditions of sale:

- 1. The property shall be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Rules made thereunder and of the title deeds in so far as these are applicable.
 - 2. The purchase price shall be payable as to a deposit in cash of 10% and the balance against transfer.
 - 3. A substantial loan can be raised for an approved purchaser with prior approval.
- 4. Conditions of sale which will be read out by the Sheriff of the Court immediately prior to the sale may be inspected in his office at: KSM Building, Buffalo Street, King William's Town.
- 5. The Plaintiff or the Plaintiff's attorneys and/or the Sheriff of the Court do not guarantee any improvements or information.

Dated at King William's Town on this 6th day of December 1999.

Drake Flemmer & Orsmond Inc., Attorneys for the Plaintiff/Judgment Creditor, 41 Arthur Street, King William's Town. (Ref. Colls/Mrs Hensberg/S080/G03866.)

Saak No. 33949/98

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen ABSA BANK BEPERK, Eiser, en JOHN AUSTIN HONEYBUN HILL, Verweerder

Kragtens 'n uitspraak van bomelde Agbare Hof en lasbrief vir ekekusie, sal die ondervermelde onroerende eiendom per openbare veiling verkoop word op Dinsdag, 1 Februarie 2000 om 10:00, by die Avenue de Mist 3, Claremont:

Eiendom: Erf 51450, Claremont.

Straatadres: Avenue de Mist 3, Claremont.

Groot: 563 (vyfhonderd drie-en-sestig) vierkante meter, gehou kragtens Transportakte T8991/98, voormelde eiendom is beswaar met die volgende verband te wete: Verband B5932/98 vir 'n bedrag van R335 000 plus 'n addisionele bedrag van R68 000 ten gunste van ABSA Bank Beperk.

Veilingvoorwaardes:

- 1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig. Die eiendom word voetstoots verkoop, onderworpe aan die voorwaardes van die bestaande titelakte. Die hoogste bieder sal die koper wees, onderworpe aan die bepalings van artikel 66 van voormelde Wet.
- 2. Een-tiende (1/10) van die koopprys moet kontant of deur middel van 'n bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom as verkoop verklaar is en die res van die koopprys, tesame met rente moet teen registrasie van oordrag betaal word binne 14 (veertien) dae na die veilingsdatum deur middel van 'n bank- of bougenootskapwaarborg, gewaarborg word.
- 3. Die verkoping is onderworpe aan sodanige voorwaardes wat tydens die veiling voorgelê sal word en wat ter insae sal wees by die kantoor van die Balju, Wynberg.

Gedateer te Bellville op hierdie 23ste dag van November 1999.

D. A. Muller, vir Bellingan-Muller-De Villiers Ing., Edward IV, Edwardstraat 122, Tygervallei. (Verw. D. A. Muller/AVZ.)

Saak No. 1854/99

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen ABSA BANK BEPERK, Eiser, en ELIAS ANTONIE, Eerste Verweerder, en ANNA ANTONIE, Tweede Verweerder

Kragtens 'n uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie, sal die ondervermelde onroerende eiendom per openbare veiling verkoop word op Vrydag, 4 Februarie 2000 om 09:00, by die Landdroshof, Van Riebeeckweg, Kuilsrivier:

Eiendom: Erf 969, Eersterivier.

Straatadres: Heronslot 4, Devon Park, Eersterivier, groot 337 (driehonderd sewe en dertig) vierkante meter, gehou kragtens Transportakte T19401/88.

Voormelde eiendom is beswaar met die volgende verband te wete: Verband No. B20595/88 vir 'n bedrag van R54 625,00 plus 'n addisionele bedrag van R12 000,00 ten gunste van ABSA Bank Beperk.

Veilingvoorwaardes:

- 1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig. Die eiendom word voetstoots verkoop, onderworpe aan die voorwaardes van die bestaande Titelakte. Die hoogste bieder sal die koper wees, onderworpe aan die bepalings van Artikel 66 van voormelde Wet.
- 2. Een-tiende (1/10) van die koopprys moet kontant of deur middel van 'n bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom as verkoop verklaar is en die res van die koopprys, tesame met rente moet teen registrasie van oordrag betaal word binne 14 (veertien) dae na die veilingsdatum deur middel van 'n bank- of bougenootskapwaarborg, gewaarborg word.
- 3. Die verkoping is onderworpe aan sodanige voorwaardes wat tydens die veiling voorgelê sal word en wat ter insae sal wees by die kantoor van die Balju, Kuilsrivier.

Gedateer te Bellville op hierdie 18de dag van November 1999.

D. A. Muller, vir Bellingan-Muller-De Villiers Ing., Edward IV, Edwardstraat 122, Kuilsrivier. (Verw. D. A. Muller/AVZ.)

Saak No. 16641/99

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

In die saak tussen ABSA BANK BEPERK, Eiser, en RUBIN DESMOND ABRAHAMS, Eerste Verweerder, en SHARON LAVONA ABRAHAMS, Tweede Verweerder

Kragtens 'n uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie, sal die ondervermelde onroerende eiendom per openbare veiling verkoop word op Donderdag, 3 Februarie 2000 om 10:00, by die Landdroskantoor, Eerstelaan, Eastridge, Mitchells Plain:

Eiendom: Erf 14351, Mitchells Plain.

Straatadres: Cambridgeweg 83, Portlands, Mitchells Plain, groot 344 (driehonderd vier en veertig) vierkante meter, gehou kragtens Transportakte T43794/95.

Voormelde eiendom is beswaar met die volgende verband te wete: Verband No. B40278/95 vir 'n bedrag van R70 000,00 plus 'n addisionele bedrag van R16 000,00 ten gunste van ABSA Bank Beperk. Verband No. B14714/98 vir 'n bedrag van R24 500,00 plus 'n addisionele bedrag van R4 000,00 ten gunste van ABSA Bank Beperk.

Veilingvoorwaardes:

- 1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig. Die eiendom word voetstoots verkoop, onderworpe aan die voorwaardes van die bestaande Titelakte. Die hoogste bieder sal die koper wees, onderworpe aan die bepalings van Artikel 66 van voormelde Wet.
- 2. Een-tiende (¹/10) van die koopprys moet kontant of deur middel van 'n bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom as verkoop verklaar is en die res van die koopprys, tesame met rente moet teen registrasie van oordrag betaal word binne 14 (veertien) dae na die veilingsdatum deur middel van 'n bank- of bougenootskapwaarborg, gewaarborg word.
- 3. Die verkoping is onderworpe aan sodanige voorwaardes wat tydens die veiling voorgelê sal word en wat ter insae sal wees by die kantoor van die Balju, Mitchells Plain Suid.

Gedateer te Bellville op hierdie 15de dag van November 1999.

D. A. Muller, vir Bellingan-Muller-De Villiers Ing., Edward IV, Edwardstraat 122, Tygervallei. (Verw. D. A. Muller/AVZ.)

Saak No. 3378/99

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen ABSA BANK BEPERK, Eiser, en ANNA MAGRIETA LIEBENBERG, Verweerder

Kragtens 'n uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie, sal die ondervermelde onroerende eiendom per openbare veiling verkoop word op Maandag, 31 Januarie 2000 om 13:00, by Keurboomlaan 4, Amandelrug, Kuilsrivier:

Eiendom: Erf 4342, Kuilsrivier.

Groot: 947 (negehonderd sewe en veertig) vierkante meter, gehou kragtens Transportakte T23093/98.

Voormelde eiendom is beswaar met die volgende verband te wete: Verband No. B15827/98 vir 'n bedrag van R260 000,00 plus 'n addisionele bedrag van R52 000,00 ten gunste van ABSA Bank Beperk.

Veilingvoorwaardes:

- 1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig. Die eiendom word voetstoots verkoop, onderworpe aan die voorwaardes van die bestaande Titelakte. Die hoogste bieder sal die koper wees, onderworpe aan die bepalings van Artikel 66 van voormelde Wet.
- 2. Een-tiende (¹/10) van die koopprys moet kontant of deur middel van 'n bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom as verkoop verklaar is en die res van die koopprys, tesame met rente moet teen registrasie van oordrag betaal word binne 14 (veertien) dae na die veilingsdatum deur middel van 'n bank- of bougenootskapwaarborg, gewaarborg word.
- 3. Die verkoping is onderworpe aan sodanige voorwaardes wat tydens die veiling voorgelê sal word en wat ter insae sal wees by die kantoor van die Balju, Kuilsrivier.

Gedateer te Bellville op hierdie 17de dag van November 1999.

D. A. Muller, vir Bellingan-Muller-De Villiers Ing., Edward IV, Edwardstraat 122, Tygervallei. (Verw. D. A. Muller/AVZ.)

Saak No. 10901/99

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILS RIVER GEHOU TE KUILS RIVER

In die saak tussen ABSA BANK BEPERK, Eiser, en BRIAN LAWRENCE, Verweerder

Kragtens 'n uitspraak van bogemelde Agbare Hof en lasbrief tot eksekusie, sal die ondervermelde onroerende eiendom per openbare veiling verkoop word op Vrydag, 4 Februarie 2000 om 09:00, by die Landdroshof, Kuilsrivier.

Die onroerende eiendom wat verkoop word is 'n woonhuis bestaande uit twee slaapkamers, sitkamer, kombuis, badkamer, toilet, en word verdermeer omskryf as:

Sekere Erf 3895, Blue Downs, geleë in die Munisipaliteit Oostenberg, Afdeling Stellenbosch, Wes-Kaap Provinsie, groot 286 (tweehonderd ses en tagtig) vierkante meter, gehou kragtens Transportakte Nr. T.19262/1992, ook bekend as Honeysucklestraat 33, Hillcrest, Eersterivier.

Veilingsvoorwaardes:

- 1. Die veiling is onderworpe aan die voorwaardes en bepalings van die Wet op Landdroshowe, Nr. 32 van 1944, soos gewysig. Die eiendom word voetstoots verkoop, onderworpe aan die voorwaardes van die bestaande Titelakte. Die hoogste bieder sal die koper wees, onderworpe aan die bepalings van Artikel 66 van voormelde Wet.
- 2. Een-tiende $(^{1}/_{10})$ van die koopprys moet kontant of deur middel van 'n bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom as verkoop verklaar is en die res van die koopprys, tesame met rente moet teen registrasie van oordrag betaal word binne 14 (veertien) dae na die veilingsdatum deur middel van 'n bank- of bougenootskapwaarborg, gewaarborg word.
- 3. Verdermeer, onderworpe aan sodanige voorwaardes wat tydens die veiling voorgelê sal word en wat ter insae sal wees by die kantoor van die Balju, Kuilsrivier.

Geteken te Bellville op hierdie 29ste dag van November 1999.

L. Sandenbergh, vir Sandenbergh Nel Haggard, Golden Isle, Durbanweg 281, Bellville.

Saak No. 16325/99

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

In die saak tussen ABSA BANK BEPERK, Eiser, en ISAAC PETRUS PIETERSE, Eerste Verweerder, en ELIZA PIETERSE, Tweede Verweerder

Kragtens 'n uitspraak van bogemelde Agbare Hof en lasbrief tot eksekusie, sal die ondervermelde onroerende eiendom per openbare veiling verkoop word op Donderdag, 3 Februarie 2000 om 10:00, by die Landdroskantoor, Mitchells Plain.

Die onroerende eiendom wat verkoop word is 'n woonhuis bestaande uit drie slaapkamers, sitkamer, kombuis, badkamer, toilet, en word verdermeer omskryf as:

Sekere Erf 34903, Mitchells Plain, geleë in die Stad Kaapstad, Afdeling Kaap, Wes-Kaap Provinsie, groot 150 (eenhonderd en vyftig) vierkante meter, gehou kragtens Transportakte Nr. T31896/1997, ook bekend as Cindarellastraat 43, Eastridge, Mitchells Plain.

Veilingsvoorwaardes:

- 1. Die veiling is onderworpe aan die voorwaardes en bepalings van die Wet op Landdroshowe, Nr. 32 van 1944, soos gewysig. Die eiendom word voetstoots verkoop, onderworpe aan die voorwaardes van die bestaande Titelakte. Die hoogste bieder sal die koper wees, onderworpe aan die bepalings van Artikel 66 van voormelde Wet.
- 2. Een-tiende (1/10) van die koopprys moet kontant of deur middel van 'n bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom as verkoop verklaar is en die res van die koopprys, tesame met rente moet teen registrasie van oordrag betaal word binne 14 (veertien) dae na die veilingsdatum deur middel van 'n bank- of bougenootskapwaarborg, gewaarborg word.
- 3. Verdermeer, onderworpe aan sodanige voorwaardes wat tydens die veiling voorgelê sal word en wat ter insae sal wees by die kantoor van die Balju, Mitchells Plain Suid.

Geteken te Bellville op hierdie 23ste dag van November 1999.

L. Sandenbergh, vir Sandenbergh Nel Haggard, Golden Isle, Durbanweg 281, Bellville.

Saak No. 18983/99

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

In die saak tussen ABSA BANK BEPERK, Eiser, en WILLIAM MARTIN CHRISTIANS, Eerste Verweerder, en ESME LAVINIA CHRISTIANS, Tweede Verweerder

Kragtens 'n uitspraak van bogemelde Agbare Hof en lasbrief tot eksekusie, sal die ondervermelde onroerende eiendom per openbare veiling verkoop word op Donderdag, 3 Februarie 2000 om 10:00, by die Landdroskantoor, Mitchells Plain.

Die onroerende eiendom wat verkoop word is 'n woonhuis bestaande uit drie slaapkamers, sitkamer, kombuis, badkamer, toilet, en word verdermeer omskryf as:

Sekere Erf 13560, Mitchells Plain, geleë in die Stad Kaapstad, Afdeling Kaap, Wes-Kaap Provinsie, groot 160 (eenhonderd en sestig) vierkante meter, gehou kragtens Transportakte Nr. T87951/1995, ook bekend as Ioriansingel 4, Rocklands, Mitchells Plain.

Veilingsvoorwaardes:

- 1. Die veiling is onderworpe aan die voorwaardes en bepalings van die Wet op Landdroshowe, Nr. 32 van 1944, soos gewysig. Die eiendom word voetstoots verkoop, onderworpe aan die voorwaardes van die bestaande Titelakte. Die hoogste bieder sal die koper wees, onderworpe aan die bepalings van Artikel 66 van voormelde Wet.
- 2. Een-tiende (¹/10) van die koopprys moet kontant of deur middel van 'n bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom as verkoop verklaar is en die res van die koopprys, tesame met rente moet teen registrasie van oordrag betaal word binne 14 (veertien) dae na die veilingsdatum deur middel van 'n bank- of bougenootskapwaarborg, gewaarborg word.
- 3. Verdermeer, onderworpe aan sodanige voorwaardes wat tydens die veiling voorgelê sal word en wat ter insae sal wees by die kantoor van die Balju, Mitchells Plain.

Geteken te Bellville op hierdie 25ste dag van November 1999.

L. Sandenbergh, vir Sandenbergh Nel Haggard, Golden Isle, Durbanweg 281, Bellville.

Saak No. 35002/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen ABSA BANK BEPERK, Eiser, en JAN ANDRIES WEBB, Eerste Verweerder, en MARIA MAGDALENA PETRONELLA WEBB. Tweede Verweerder

Kragtens 'n uitspraak van bomelde Agbare Hof en lasbrief tot eksekusie, sal die ondervermelde onroerende eiendom per openbare veiling verkoop word op Donderdag, 3 Februarie 2000 om 12:00, by die perseel te wete Seddonstraat 30, Parow-Oos:

Die onroerende eiendom wat verkoop word is 'n woonhuis, bestaande uit vier slaapkamers, sitkamer, eetkamer, kombuis, badkamer, toilet, braai-area, motorhuis en word verder meer omskryf as:

Sekere Erf 4016, Parow, geleë in die stad Tygerberg, afdeling Kaap, provinsie Wes-Kaap, groot 496 (vierhonderd ses-en-negentig) vierkante meter, gehou kragtens Transportakte T93899/1996, ook bekend as Seddonstraat 30, Parow-Oos.

Veilingsvoorwaardes:

- 1. Die veiling is onderworpe aan die voorwaardes en bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig. Die eiendom word voetstoots verkoop, onderworpe aan die voorwaardes van die bestaande titelakte. Die hoogste bieder sal die koper wees, onderworpe aan die bepalings van artikel 66 van voormelde Wet.
- 2. Een-tiende (1/10) van die koopprys moet kontant of deur middel van 'n bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom as verkoop verklaar is en die res van die koopprys, tesame met rente moet teen registrasie van oordrag betaal word binne 14 (veertien) dae na die veilingsdatum deur middel van 'n bank- of bougenootskapwaarborg gewaarborg word.
- 3. Verdermeer, onderworpe aan sodanige voorwaardes wat tydens die veiling voorgelê sal word en wat ter insae sal wees by die kantoor van die Balju, Bellville.

Geteken te Bellville op die 25ste dag van November 1999.

L. Sandenbergh, vir Sandenbergh Nel Haggard, Golden Isle, Durbanweg 281, Bellville.

Saak No. 2/99

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

In die saak tussen ABSA BANK BEPERK, Eiser, en BRUCE CLIFFORD SANGER, Eerste Verweerder, en ALISON JEAN SANGER, Tweede Verweerder

Kragtens 'n uitspraak van bomelde Agbare Hof en lasbrief tot eksekusie, sal die ondervermelde onroerende eiendom per openbare veiling verkoop word op Donderdag, 3 Februarie 2000 om 10:00, by die Landdroskantoor, Mitchells Plain:

Die onroerende eiendom wat verkoop word is 'n woonhuis, bestaande uit drie slaapkamers, sitkamer, kombuis, badkamer, toilet en word verdermeer omskryf as:

Sekere Erf 5808, Mitchells Plain, geleë in die stad Kaapstad, afdeling Kaap, provinsie Wes-Kaap, groot 220 (tweehonderden-twintig) vierkante meter, gehou kragtens Transportakte T37908/1995, ook bekend as Kunneneweg 66, Portlands, Mitchells Plain.

Veilingsvoorwaardes:

- 1. Die veiling is onderworpe aan die voorwaardes en bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig. Die eiendom word voetstoots verkoop, onderworpe aan die voorwaardes van die bestaande titelakte. Die hoogste bieder sal die koper wees, onderworpe aan die bepalings van artikel 66 van voormelde Wet.
- 2. Een-tiende (¹/10) van die koopprys moet kontant of deur middel van 'n bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom as verkoop verklaar is en die res van die koopprys, tesame met rente moet teen registrasie van oordrag betaal word binne 14 (veertien) dae na die veilingsdatum deur middel van 'n bank- of bougenootskapwaarborg gewaarborg word.
- 3. Verdermeer, onderworpe aan sodanige voorwaardes wat tydens die veiling voorgelê sal word en wat ter insae sal wees by die kantoor van die Balju, Mitchells Plain.

Geteken te Bellville op hierdie 16de dag van November 1999.

L. Sandenbergh, vir Sandenbergh Nel Haggard, Golden Isle, Durbanweg 281, Bellville.

Case No. 15018/98

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

In the matter between ABSA BANK LIMITED, Plaintiff, and RASHAAD MULLER, Defendant

In pursuance of a judgment granted against the Defendant by the Honourable Court on 5 November 1998 and a warrant of execution issued thereto the undermentioned immovable property described as:

Erf 1066, Gaylee, situated in the Municipality of Oostenberg, Division of Stellenbosch, in the Province of the Western Cape, in extent 253 (two hundred and fifty-three) square metres, held by Deed of Transfer T86878/1995, being 11 Nautilus Road, Dennemere, Blackheath, will be sold in execution at the Court on Wednesday, 26 January 2000 at 09:00.

The said property has the following improvements (but not guaranteed): Three bedrooms, lounge, kitchen, bathroom and toilet, tiled roof and starter garage.

The conditions of sale may be inspected at the offices of the Sheriff of Kuils River.

Dated at Cape Town on this 1st day of December 1999.

A. S. Hurter, for Truter & Hurter Incorporated, Attorneys for Judgment Creditor, Fifth Floor, Dumbarton House, 1 Church Street, Cape Town. (Ref. ASH/ag/23376.)

Case No. 14199/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and JENNIFER BOOIS, Defendant

In pursuance of a judgment granted against the Defendant by the Honourable Court on 14 December 1998, and a warrant of execution issued thereto, the undermentioned immovable property described as:

Erf 18962, Mitchells Plain, situated in the City of Cape Town, Cape Division, in the Province of the Western Cape, in extent 190 (one hundred and ninety) square metres, held by Deed of Transfer T41379/91, being 5 Ruby Street, Rocklands, Mitchells Plain, will be sold in execution at the Court on Thursday, 27 January 2000 at 10:00.

The said property has the following improvements (but not guaranteed): A semi-detached brick building with tiled roof, consisting of the following: Two bedrooms, lounge, kitchen and bathroom/toilet.

The conditions of sale may be inspected at the offices of the Sheriff of Mitchells Plain.

Dated at Cape Town on this 16th day of November 1999.

A. S. Hurter, for Truter & Hurter Incorporated, Attorneys for Judgment Creditor, Fifth Floor, Dumbarton House, 1 Church Street, Cape Town. (Ref. ASH/ag/23259.)

Case No. 5890/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and LENIE FEBRUARY, Defendant

In pursuance of a judgment granted against the Defendant by the Honourable Court on 18 June 1999 and a warrant of execution issued thereto, the undermentioned immovable property described as:

Erf 8009, Blue Downs, situated in the Municipality of Oostenberg, Division of Stellenbosch, in the Province of the Western Cape, in extent 317 (three hundred and seventeen) square metres, held by Deed of Transfer T87441/95, being 19 Korhaan Street, Electric City, Eerste River, will be sold in execution at the Court on Wednesday, 26 January 2000 at 09:00:

The said property has the following improvements (but not guaranteed): Three bedrooms, lounge, kitchen and toilet.

The conditions of sale may be inspected at the offices of the Sheriff of Kuils River.

Dated at Cape Town on this 16th day of November 1999.

A. S. Hurter, for Truter & Hurter Incorporated, Attorneys for Judgment Creditor, Fifth Floor, Dumbarton House, 1 Church Street, Cape Town. (Ref. ASH/ag/24056.)

Case No. 10843/99

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

In the matter between FIRSTRAND BANK LIMITED, formerly trading as FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED (No. 05/01225/06), Plaintiff, and IVAN LEON SMITH, First Defendant, and MARIA SMITH, Second Defendant

In the above matter a sale will be held on Friday, 28 January 2000 at 11:30, at the site being 45 Louw Street, Protea Heights, Brackenfell:

Erf 3031, Brackenfell, in the Municipality of Oostenberg, Cape Division, Western Cape Province, being 45 Louw Street, Protea Heights, Brackenfell, measuring 745 (seven hundred and forty-five) square metres, held by Defendants under Deed of Transfer T43590/1996.

Conditions of sale:

- 1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.
- 2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the 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): A dwelling, consisting of three bedrooms, lounge, dining-room, kitchen, TV-room, braai area, 1.5 bathroom and single garage.
- 4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River, and at the offices of the undersigned.

Dated at Grassy Park on this 10th day of November 1999.

E. W. Domingo & Associates, Plaintiff's Attorneys, 10 Market Street, Grassy Park. (Tel. 706-2873/4/5.) c/o Marais Muller, 66 Van Riebeek Road, Marais Muller Building, Kuils River.

Case No. 10844/99

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

In the matter between FIRSTRAND BANK LIMITED (Reg. No. 05/01225/06), Plaintiff, and ANDREW ISAK ADAMS, First Defendant, and NAOMI RUTH ADAMS, Second Defendant

In the above matter a sale will be held on Friday, 28 January 2000 at 13:30, at the site being 3 Bellevue Close, Northpine, Brackenfell:

Erf 8262, Brackenfell in the Oostenburg Municipality, Division Stellenbosch, Western Cape Province, being 3 Bellevue Close, Northpine, Brackenfell, measuring three hundred and fifty-six (356) square metres, held by Defendants under Deed of Transfer T74123/1995.

Conditions of sale:

- 1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.
- 2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the 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): A dwelling consisting of sitting room, dining-room, kitchen, three bedrooms and bathroom/toilet.
- 4. The complete conditions of sale will be read out at the time of the sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River, and at the offices of the undersigned.

Dated at Grassy Park on this 12th day of November 1999.

E. W. Domingo & Associates, Plaintiff's Attorneys, 10 Market Street, Grassy Park. (Tel. 706-2873/4/5.) C/o Marais Muller, 66 Van Riebeeck Street, Kuilsriver.

Saak No. 2382/98

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tusssen OOSTENBERG MUNISIPALITEIT, Eiser, en V. S. BAKKES, Verweerder

Kragtens 'n uitspraak van bogemelde Agbare Hof en lasbrief tot eksekusie, sal die ondervermelde onroerende eiendom per openbare veiling verkoop word op 28 Januarie 2000 om 09:00, by Landdroshof vir die distrik Kuilsrivier:

Die onroerende eiendom te koop, staan bekend as Erf 5765, Kraaifontein, in die Gebied van die Oostenberg Munisipaliteit, afdeling Paarl, provinsie Wes-Kaap, geleë te Arnoldstraat 53, Kraaifontein, groot 743 (sewehonderd drie-en-veertig) vierkante meter, gehou kragtens Transportakte T66629/1993.

Synde 'n woning bestaande uit 'n enkel motorhuis, sitkamer, eetkamer, drie slaapkamers, kombuis, badkamer, toilet en asbestos dak.

Verkoopvoorwaardes:

- 1. Die verkoping sal voetstoots geskied, onderworpe aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, 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 die koers bepaal deur Ordonnansie 20 van 1974 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, vonnisskuldeiser voorsien van 'n bank- of bouverenigingwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.
- 3. Die verkoping sal voorts onderworpe wees aan die verdere voorwaardes wat ten tye van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die afslaer, I. J. Hugo, Balju Landdroshof, Northumberlandstraat 29, Bellville.

Geteken te Kraaifontein op hierdie 25ste dag van November 1999.

J. H. Korsten, vir Potgieter & Fourie, Brightonweg 50, Kraaifontein. (Verw. JHK/zb/Z11399.)

Saak No. 2382/98

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tusssen OOSTENBERG MUNISIPALITEIT, Eiser, en V. S. BAKKES, Verweerder

Kragtens 'n uitspraak van bogemelde Agbare Hof en lasbrief tot eksekusie, sal die ondervermelde onroerende eiendom per openbare veiling verkoop word op 28 Januarie 2000 om 09:00, by Landdroshof vir die distrik Kuilsrivier:

Die onroerende eiendom te koop, staan bekend as Erf 5765, Kraaifontein, in die Gebied van die Oostenberg Munisipaliteit, afdeling Paarl, provinsie Wes-Kaap, groot 743 (sewehonderd drie-en-veertig) vierkante meter, gehou kragtens Transportakte T66629/1993.

Synde 'n woning bestaande uit 'n enkel motorhuis, sitkamer, eetkamer, drie slaapkamers, kombuis, badkamer, toilet en asbestos dak.

Verkoopvoorwaardes:

- 1. Die verkoping sal voetstoots geskied, onderworpe aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, 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 die koers bepaal deur Ordonnansie 20 van 1974 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, vonnisskuldeiser voorsien van 'n bank- of bouverenigingwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.
- 3. Die verkoping sal voorts onderworpe wees aan die verdere voorwaardes wat ten tye van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die afslaer, I. J. Hugo, Balju Landdroshof, Northumberlandstraat 29, Bellville.

Geteken te Kraaifontein op hierdie 19de dag van November 1999.

J. H. Korsten, vir Potgieter & Fourie, Brightonweg 50, Kraaifontein. (Verw. JHK/zb/Z11399.)

Saak No. 516/98

IN DIE LANDDROSHOF VIR DIE DISTRIK PIKETBERG GEHOU TE PIKETBERG

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en JACOBUS VAN DYK KENNEDY, Eksekusieskuldenaar

Ten uitvoering van 'n vonnis van bovermelde Agbare Hof gedateer 11 Januarie 1999 sal die onroerende eiendom hieronder beskryf op Donderdag, 27 Januarie 2000 om 10:00, op die perseel geleë te Tuinstraat 14, Piketberg, per openbare veiling in eksekusie verkoop word aan die hoogste bieër, sonder reserwe:

Eiendom: Erf 990, Piketberg, geleë in die munisipaliteit van Piketberg, afdeling Piketberg, provinsie Wes-Kaap, groot 793 vierkante meter, gehou deur die Eksekusieskuldenare kragtens Akte van Transport T62285/1995.

Die eiendom bestaan uit 'n woonhuis met buitegeboue.

Verkoopvoorwaardes:

- 1. Die verkoping sal voetstoots geskied, onderworpe aan die bepalings van die Wet op Landdroshowe, No. 32 of 1944, soos gewysig, asook die voorwaardes van die titelakte 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 bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopsom, plus rente op die vonnisskuld teen 22% 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 titelakte 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 50, Piketberg.

Brits en Pretorius, Langstraat 50, Piketberg, Kaap Provinsie. [Tel. (022) 913-1144.] (Verw. Pretorius/21482.)

Saak No. 17510/99

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

In die saak tusssen ABSA BANK BEPERK, Eiser, en KENNETH VICTOR SCHOUW, Eerste Verweerder, en GLENDA WILHELMINA SCHOUW, Tweede Verweerder

Ingevolge 'n vonnis gelewer op 28 September 1999, in die Mitchells Plain Landdroshof en 'n lasbrief vir eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 1 Februarie 2000 om 10:00, te Mitchells Plain Landdroshof, Mitchells Plain, aan die hoogste bieër, met geen reserweprys:

Beskrywing: Erf 39023, Mitchells Plain, in die stad Kaapstad, afdeling Kaap, provinsie Wes-Kaap, groot 188 (eenhonderd agt-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T42728/1996.

Straatadres: Freda Lockweg 24, New Woodlands, Mitchells Plain.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit skakelhuis met drie slaapkamers, sitkamer, kombuis, badkamer en toilet onder teëldak.

- 1. Die verkoping is onderhewig aan die verkoopvoorwaardes en die Wet op Landdroshowe en die Reëls onderhewig daaraan.
- 2. Betaling: Tien persent van die verkoopsprys op die dag van die veiling en die balans, tesame met rente bereken op die Eiser se eis teen 'n koers van 18% vanaf datum van verkoping tot datum van registrasie teen registrasie van die eiendom op die naam van die koper, welke betaling versekureer sal wees deur 'n waarborg van 'n goedgekeurde finansiële instelling, binne 14 (veertien) dae vanaf datum van verkoping.
- 3. Die koper sal verantwoordelik wees vir betaling van rente aan die eksekusieskuldeiser en die verbandhouer, indien enige, vanaf datum van verkoping tot datum van registrasie soos uiteengesit in die verkoopvoorwaardes.
- 4. Oordrag sal gedoen word deur die Eiser se prokureurs en die koper sal alle oordragkoste, lopende belastings en ander noodsaaklike heffings ten opsigte van die registrasie, soos aangevra deur die voormelde oordragprokureurs.
- 5. Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Posbus 404, Mitchells Plain, 7785.

Gedateer te Bellville op hierdie 26ste dag van Oktober 1999.

A. der Kinderen, vir Bornman & Hayward Ing., Eiser of Eiser se Prokureur, VIII High Street, Rosenpark, Tygervalley, 7536; Posbus 3609, Tygervallei, 7536. (Tel. 914-6400.) (Verw. ADK/m. swart/A0204/44.)

Case No. 23077/99

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

In the matter between BOE BANK LIMITED, Plaintiff, and P. C. PELSER, Defendant

In pursuance of the warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the premises on Tuesday, 25 January 2000 at 10:30:

Property: Erf 2173, Parow, situated in the City of Tygerberg, Division Cape, Western Cape Province, measuring 753 (seven hundred and fifty-three) square metres, held by Deed of Transfer T46484/98 and subject to the conditions contained therein.

Improvements (not guaranteed): Dwelling with outbuildings.

More specifically known as 16 Munnik Laas Street, Panorama.

Conditions of sale:

- 1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the title deeds in so far as same are applicable.
 - 2. The property will be sold voetstoots to the highest bidder.
- 3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Date: 18 October 1999.

Kruger and Marais Inc., Attorneys for Plaintiff, 16 McIntyre Street, Parow, 7500. (Ref. HPMK/RM/NB0295.); Auctioneer for Plaintiff: Sheriff Magistrate's Court, 29 Northumberland Road, Bellville.

Case No. 14643/99

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

ABSA BANK LIMITED versus JOHN MACKAY

The following property will be sold in execution to the highest bidder at public auction to be held at 9 Steuenberg Road, Pinelands, on Wednesday, 2 February 2000 at 11:00:

Erf 2257, Pinelands, situated in the City of Cape Town, in extent 818 (eight hundred and eighteen) square metres, held by Deed of Transfer T66040/94 and situated at 9 Steuenberg Road, Pinelands.

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, Goodwood.
- 2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a tiled roof, plastered walls, lounge, dining-room, kitchen, three bedrooms, bathroom and toilet, storeroom and servant's room.
- 3. Payment: 10% of the purchase price must be paid in cash of by bank guaranteed cheque at the time of the sale and the full balance thereof with interest at the rate of 17,5% 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 this 1st day of December 1999.
 - E. S. Swanepoel, for Laubscher & Hattingh, Plaintiff's Attorneys.

Case No. 9741/99

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

In the matter between CAPE OF GOOD HOPE BANK LTD, Judgment Creditor, and HESTER CECILIA FOURIE, Judgment Debtor

In the execution of the judgment of the Magistrate's Court, Goodwood in the above matter, a sale will be held, on Wednesday, 26 January 2000 at 10:30 and at the property of the following immovable property:

Erf 6367, Goodwood, in the Municipality of Goodwood, Cape Division, in extent 683 square metres, held by Deed of Transfer T30525/1976, situated at 54 Cambridge Street, Goodwood, Cape.

- 1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of Section 66 of the above Act and the conditions of sale. The price bid shall be exclusive of Value Added Tax and the purchaser shall pay value added tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.
- 2. 1/10th (one-tenth) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer, and secured within 14 (fourteen) days after the date of sale by a bank or building society guarantee.
- 3. The following improvements to the property are reported, but no representations or warranties as to the correctness thereof are given in respect thereof: A dwelling house comprising of lounge, dining-room, kitchen, three bedrooms, bathroom and single garage.

And subject to the full conditions of sale which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Goodwood and at the offices of the undermentioned auctioneers, Claremart Auctioneers of 21 Paarden Eiland Road, Paarden Eiland, Cape.

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

Case No. 20661/99

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

In the matter between FIRSTRAND BANK formerly trading as FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED NO. 05/01225/06, Plaintiff, and MOGAMAT NAZIEM EKSTEEN, Defendant

In the above matter a sale will be held, on Tuesday, 25 January 2000 at 10:00, at the Court-house, Mitchells Plain:

Erf 10672, Mitchells Plain in the City of Cape Town, Cape Division, Province of the Western Cape, being 23 Disa Street, Lentegeur, Mitchells Plain, measuring 140 (one hundred and forty) square metres, held by Defendant under Deed of Transfer T14343/1994.

Conditions of sale:

- 1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds.
- 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): A brick wall dwelling under tiled roof consisting of three bedrooms, lounge, kitchen and bathroom/toilet.
- 4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain, and at the offices of the undersigned.

Dated at Grassy Park on this 25th day of November 1999.

E. W. Domingo, for E. W. Domingo & Associates, Plaintiff's Attorneys, 10 Market Street, Grassy Park. (Tel. 706-2873/4/5.) (Ref. E. W. Domingo/mr.); c/o E. W. Domingo & Associates, 21 Boekenhout Street, cnr Spine & Katdoring Roads, Eastridge, Mitchells Plain.

Case No. 25527/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and FELICITY MENGE, Defendant

In pursuance of a judgment in the abovementioned Magistrate's Court and writ of execution dated 6 October 1999, the following property will be sold in execution on 1 February 2000 at 10:00, to the highest bidder at No. 1 Westside, 23 Bateleur Crescent, Table View:

A unit consisting of:

- (i) Section No. 1 as shown and more fully described on Sectional Plan No. SS145/88, in the scheme known as Westside in respect of the land and building or buildings situate at Milnerton, Blaauwberg Municipality, of which section the floor area, according to the said sectional plan, 65 (sixty five) square metres in extent; and
- (ii) 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.

Street address: No. 1 Westside, 23 Bateleur Crescent, Table View, held by Deed of Transfer No. ST9510/1998.

The following improvements are reported but nothing is guaranteed: A tiled roof townhouse consisting of 2 bedrooms, bathroom, kitchen (built-in-cupboards) and a lounge.

Conditions of sale:

- 1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act, the Rules made thereunder and of the title deed of the property and the property shall, subject to the aforegoing, to sold to the highest bidder.
- 2. Payment: Ten per centum of the purchase price shall be paid in cash or by bank guaranteed cheque at the time of the sale and the balance against registration of transfer together with interest on the full purchase price at the rate of twenty per centum (20%) per annum (and in the event of the immovable property being subject to any claim preferent to that of the Plaintiff, then also the interest payable on such claim) calculated and capitalised monthly from date of sale to date of transfer, both dates inclusive, the said balance plus interest to be secured by a bank guarantee in a form acceptable to the Plaintiff's conveyancer to be delivered within 14 (fourteen) days of the date of sale.
- 3. Conditions: The full conditions of sale will be read out by the Sheriff of the Magistrate's Court, immediately prior to the sale and may be inspected at the office of the Sheriff of the abovementioned Magistrate's Court.

Dated at Table View this the 10th day of December 1999.

Miltons, Attorneys for Plaintiff, 48 Blaauwberg Road, Table View. (Ref. D. R. Welz/jh/21663.)

Case No. 32743/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between ABSA BANK LIMITED, Plaintiff, and POWAPROPS 1018 C.C., First Defendant, KHOLISA GORDON MJINDI, Second Defendant, and JULIA NCEDISWA MJINDI, Third Defendant

The following property will be sold in execution on 26 January 2000 at 10:00, at 9 Drury Lane, Central, East London, to the highest bidder subject to the provisions of the conditions of sale:

The remainder of Erf 15688, East London, in extent 304 square metres, held under Title Deed No. T19820/98, known as 9 Drury Lane, Central, East London.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court, 4 Oxford Street, East London, and these will be read out immediately before the sale.

The following particulars are funished, but not guaranteed: Business premises-single storey offices under asbestos roof. Dated at East London 6th December 1999.

Abdo and Abdo, Plaintiff's Attorneys, 7th Floor, Gasson Centre, Church Street, East London. (Ref. D. A. Barter Z07515.)

Case No. 16241/97

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

In the matter between CITY OF CAPE TOWN (formerly "CENTRAL SUBSTRUCTURE OF THE CAPE METROPOLITAN AREA", formerly "THE TRANSITIONAL METROPOLITAN SUBSTRUCTURE OF CAPE TOWN", and also formerly "MUNICIPALITY OF CAPE TOWN"), Plaintiff, and MOGAMAT FAIEK SOLOMONS, Defendant

The following will be sold in execution on 8 February 2000 at 10:00, Mitchells Plain Court, to the highest bidder:

Erf 724 (ptn. of Erf 3559), Mitchells Plain, Cape, 128 square metres, held by Deed of Transfer T94570/94, situate at 21 Kweper Road, Westridge, Mitchells Plain.

- 1. The following improvements are reported but not guaranteed: Dwelling: Semi-detached brick building under tiled roof, consisting of 3 bedrooms, bathroom/w.c., lounge and kitchen.
- 2. Payment: Ten per centum of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 20,00% p.a. calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.
 - 3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
- 4. Conditions: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff.
 - C & A Friedlander Inc., 3rd Floor, 42 Keerom Street, Cape Town. (Ref. C. L. Silverwood/Z02771.)

Case No. 77/92

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

In the matter between CISKEI PEOPLES DEVELOPMENT BANK LTD, Plaintiff, and ZENZILE WHISKEY NQOLO, Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 21 December 1998 the following property will be sold on Wednesday, 26 January 2000 at 10:00, at the main entrance of the Magistrate's Court, Alice, to the highest bidder:

Certain piece of land being Ownership Unit No. 332, Kuntselamanzi Township, District of Alice, and represented and described on General Plan No. B.A. 103/1970, measuring 300 (three hundred) square metres.

Conditions of sale:

- 1. The purchase price shall be paid as follows:
- (a) where the purchase price is to be paid in cash a 20% cash deposit plus the Messenger's commission are to be paid to the Messenger of the Court before the sale is concluded;

- (b) where the purchase price is to be paid by a loan to be granted by Ciskei Peoples Development Bank Limited a minimum cash deposit of 2% of the purchase price is to be paid to the Messenger of the Court before the sale is concluded.
- (c) the balance against transfer of the property into the purchaser's name to be secured by a satisfactory bank, building society or other approved guarantee to be furnished to attorneys Square Smith & Laurie Inc. on the day of the sale and prior to the signature hereof.
 - 2. The property is sold "voetstoots" in terms of the Magistrate's Court Act and subject to the provisions of the title deeds.
- The full conditions of sale may be inspected at Plaintiff's attorneys offices and will be read out by the auctioneer at the sale.

Dated at King William's Town this 1 day of December 1999.

Square Smith & Laurie Inc., Plaintiff's Attorneys, 44 Taylor Street, King William's Town. (Ref. Mr Fick/KR.)

Case No. 13881/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and FRED PETER KOPMAN, First Defendant, and CLAUDETTE JOHANNA KOPMAN, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, the following will be sold in execution on 3 February 2000 at 10:00, Mitchells Plain Court to the highest bidder:

Erf 1132, Mitchells Plain, Cape, 113 square metres, held by Deed of Transfer T12176/92, situate at 22 Aarbei Close, Westridge, Mitchells Plain.

Semi-detached brick building, under tiled roof consisting of 3 bedrooms, bathroom/w.c., 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 19,00% per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.
 - 4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
- 5. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain.

Dated at Cape Town on this 18 November 1999.

C & A Friedlander Inc., 3rd Floor, 42 Keerom Street, Cape Town. (Ref. C. L. Silverwood/Z02632.)

Saak No. 3936/99

IN DIE LANDDROSHOF VIR DIE DISTRIK STRAND GEHOU TE STRAND

In die saak tussen NBS BANK BEPERK (Reg. No. 87/01384/06), Vonnisskuldeiser, en JOHN REGINALD AFRICA, 1ste Vonnisskuldenaar, en CYNTHIA AFRICA, 2de Vonnisskuldenaar

Geliewe kennis te neem dat die ondergemelde onroerende eiendom in eksekusie verkoop sal word op 26 Januarie 2000 om 12:00, te Noltestraat 14, Strand:

Erf 2257, Strand, in die Helderberg Munisipaliteit, afdeling van Stellenbosch, provinsie Wes-Kaap, grootte 496 (vierhonderd ses en negentig) vierkante meter, gehou kragtens Transportakte Nr. T57833/98.

Geliewe verder kennis te neem dat die verkoopvoorwaardes vir inspeksie by die Balju van die Hof, Strand ter insae sal lê en voor die verkoping uitgelees sal word.

Die volgende inligting word gegee maar nie gewaarborg nie. Die eiendom bestaan uit:

Eiendomsbeskrywing: 2 slaapkamers, 1 sitkamer, 1 badkamer, 1 kombuis en 1 stoepkamer.

Geliewe verder kennis te neem dat 10% van die koopprys in kontant op die dag van verkoping betaal moet word en die balans verseker moet word deur 'n bankwaarborg, welke gegee moet word binne veertien (14) dae na datum van verkoping.

Geteken te Strand op hierdie 22ste dag van November 1999.

H. L. N. Joubert, Prokureur vir Skuldeiser, W. P. Holder Boiskin & Joubert, Van der Stel Gebou, Galloway Plein, Strand, 7140. [Tel. (021) 853-1027.] (Verwysing: S. Swart/NBS94/1.)

Case No. 17173/98

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

In the matter between ABSA BANK LIMITED, Execution Creditor, and TREVOR ANDREW WILLIAM OLIVER and PATRICIA OLIVER, Execution Debtors

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Mitchell's Plain, on 3 February 2000 at 10:00:

Erf 11408, Mitchells Plain, in the Municipality of Cape Town, Division Cape, in extent 237 square metres, also known as 22 Concorde Crescent, Rocklands, Mitchell's Plain.

Conditions:

- 1. The following information is furnished, but not guaranteed: Semi-detached brick dwelling under tiled roof with three bedrooms, toilet, bathroom, kitchen, lounge, garage.
- 2. Payment: Ten percent (10%) 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, together with interest thereon at the ruling Bank rate calculated on the 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.
 - 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.

Dated at Cape Town this 16th day of November 1999.

Balsillies Incorporated, Attorneys for Execution Creditor, Third Floor, Wale Street Chambers, 33 Church Street, Cape Town.

Saak No. 1757/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN POSTMASBURG GEHOU TE POSTMASBURG

In die saak tussen TRANSNET BEPERK, Eiser, en K. B. en N. A. MOILWA, Verweerder

Ingevolge 'n Vonnis van die Hof van die Landdros van Postmasburg en 'n Lasbrief vir Eksekusie gedateer 6 Oktober 1999 sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder voor die Landdroshofgebou, Postmasburg, op Vrydag, 28 Januarie 2000 om 10:00:

Seker: Erf 3656, geleë in die Dorp Postmasburg, Distrik Hay, Provinsie Noord-Kaap, groot 1303 vierkante meter, gehou kragtens Akte van Transport Nr. T3126/1996 (ook bekend as Vierdelaan 2, Postmasburg).

Die verbeterings op die eiendom bestaan uit 'n losstaande huis met 3 slaapkamers, badkamer, toilet, kombuis en sitkamer maar niks word gewaarborg nie.

Tien persent van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing, en Afslaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige Afslaersgelde betaalbaar in kontant op die datum van die verkoping; die balans met Belasting op Toegevoegde Waarde op sodanige balans waar van toepassing teen transport verseker te word deur 'n aanvaarbare waarborg.

Die Voorwaardes van Verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir Postmasburg en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, p.a. C. M. de Bruyn & Vennote, Eiser se Prokureurs, Randjiestraat 18, Postmasburg.

Saak No. 1945/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN CALEDON GEHOU TE CALEDON

In die saak tussen BOE BANK BEPERK, Eiser, en FREEK FRANS, Verweerder

Ingevolge 'n Vonnis, welke in die Landdroshof te Caledon toegestaan is op 23 Oktober 1998 en 'n Lasbrief vir Eksekusie, gedateer 24 Februarie 1999, sal die ondergenoemde vaste eiendom per publieke veiling verkoop word op Dinsdag, 25 Januarie 2000 om 11:00 te 8ste Laan 38, Bergsig, Caledon:

Erf 2246, geleë in die dorpsgebied van Caledon, afdeling Caledon, Provinsie Wes-Kaap, groot 569 (vyfhonderd nege en sestig) vierkante meter, gehou kragtens Transportakte Nr. T1877/1996.

Die volgende besonderhede word verskaf, maar nie gewaarborg nie: Die woonhuis bestaan uit 'n sit/eetkamer, oopplan kombuis, twee slaapkamers en 'n badkamer.

Verkoopsvorowaardes:

- 1. Die veiling is onderhewig aan die bepalings van die Landdroshowewet, Wet 32 van 1944, soos gewysig, en die eiendom word "voetstoots" verkoop aan die hoogste bieder, onderhewig aan die voorwaardes van Artikel 66 van die bogenoemde Wet.
- 2. Tien per sent van die koopprys van die eiendom moet betaal word in kontant of deur middel van 'n bankgewaarborgde tjek tydens ondertekening van die verkoopvoorwaardes, sodra die eiendom as verkoop verklaar word, of soos andersins gereël mag word met die Balju en die balans van die koopprys, tesame met die rente daarop verreken teen 10%, is betaalbaar teen registrasie van die Transport. Sodanige bedrag moet gewaarborg word deur middel van 'n behoorlik en goedgekeurde bankwaarborg of Bouvereniging wat gelewer moet word aan die Eiser se prokureur binne 14 dae na die waarborg.
- 3. Die volledige verkoopsvoorwaardes wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, kan geïnspekteer word by die Balju, Caledon se kantoor.

Gedateer te Caledon op hierdie 2de dag van Desember 1999.

J. du Toit, vir Guthrie & Theron, Eiser se Prokureurs, Hawstraat 6, Caledon, 7230.

Saak No. 3575/99

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen ABSA BANK BEPERK, Eiser, en RAYMOND JOSEPH en ANELINE JOSEPH, Verweerders

Ter uitvoerlegging van die vonnis van die Landdroshof gedateer Kuilsrivier sal die onroerende eiendom hieronder beskryf op Vrydag, 4 Februarie 2000 om 09:00, by die Landdroshof, Kuilsrivier, per publieke veiling in eksekusie verkoop word aan die hoogte bieër:

'n Woonhuis bestaande uit: Drie slaapkamers, sitkamer, eetkamer, kombuis, een en 'n half badkamers met diefwering en hekke.

Ook bekend as Highburyweg 3, Highbury, Kuilsrivier.

Erf 8262, Kuilsrivier, geleë in die munisipaliteit Oostenberg, afdeling Stellenbosch, provinsie Wes-kaap, groot 400 (vier-honderd) vierkante meter, gehou kragtens Transportakte T85132/97.

Verkoopvoorwaardes:

- 1. Die verkoping sal voetstoots geskied, onderworpe aan die voorwaardes van die transportaktenommer waaronder die eiendom gehou wored.
- 2. Een tiende (1/10) van die koopprys tesame met rente daarop teen 20,50% per jaar vanaf datum van verkoping tot op datum van registrasie van oordrag. Die koper moet voorts binne 14 dae na die verkoping die Vonnisskuldeiser voorsien van 'n bank- of bougenootskapwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, welke voorwaardes ter insae lê by die kantoor van die Balju van die Landdroshof, Northumberlandweg 29, Bellville.

Die Balju, Landdroshof, Bellville.

Gedateer te Goodwood op hierdie 22ste dag van November 1999.

P. F. Vos, vir Visagie Vos & Vennote, Prokureurs vir Eiser, Vasco Boulevard 181, Goodwood. [Tel. (021) 591-9221.] (Verw. PFV/A. Rudman/AB.276.)

Case No. 883/98

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

In the matter between KING WILLIAMS TOWNS TRANSITIONAL LOCAL COUNCIL, Plaintiff, and Mr N. J. BUYANA, Defendant

In pursuance of a judgment in the above Honourable Court on 9 April 1998, and a writ of execution dated 28 September 1999, the following immovable property will be sold in execution on 26 January 2000 at 10:00, or so soon at the matter may be called in front of the Sheriff's Office for the Magistrate's Court, K S M Building, Eales Street, King Williams Town:

Erf 5374, King Williams Town, being 3 Starling Street, King Williams Town, in extent 80 square metres, Title Deed T5645/95. Improvements: Living-room, three bedrooms, two bathrooms, toilet and kitchen.

None of the above is guaranteed.

Conditions of sale:

- 1. The purchaser will pay 10% of the purchase price on the date of the sale. A building society, banker or other approved guarantee for the balance plus interest is to ge given to the Plaintiff's attorneys on the day of the sale and prior to the signature of the conditions of sale.
 - 2. The property is to be sold voetstoots in terms of the Magistrates' Courts Act and subject to the provisions of the title deed.
- 3. The full conditions of sale may be inspected at Plaintiff's attorneys offices and will be read out by the auctioneer at the sale.

Dated at King Williams Town on this 22nd day of November 1999.

Hutton & Cook, Plaintiff's Attorneys, Sutton Square, Queen's Road, King Williams Town. (Ref. P. Monaghar/Mrs Scott.)

Saak No. 7496/99

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen ABSA BANK BEPERK Eiser, en JACOB WILDEBEEST, Eerste Verweerder, en ISABEL HIMME RENESH WILDEBEEST, Tweede Verweerder

Ingevolge 'n vonnis gelewer op 6 Augustus 1999, in die Kuilsrivier Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 4 Februarie 2000 om 09:00, te Kuilsrivier Landdroshof, Van Riebeeckweg, Kuilsrivier, aan die hoogste bieër, met geen reserweprys:

Beskrywing: Erf 3929, Kleinvlei, in die Helderberg Munisipaliteit en afdeling van Stellenbosch, provinsie Wes-kaap, groot 291 (tweehonderd een-en-negentig) vierkante meter, gehou kragtens Akte van Transport T27036/1989.

Straatadres: Parkstraat 59, Kleinvlei.

Die volgende inligting word aangegee, maar is nie gewaaborg nie: Die eiendom bestaan uit drie slaapkamers, sitkamer, kombuis, badkamer, toilet en garage.

- 1. Die verkoping is onderhewig aan die verkoopvoorwaardes en die Wet op Landdroshowe en die Reëls onderhewig daaraan.
- 2. Betaling: Tien persent van die verkoopprys op die dag van die veiling en die balans, tesame met rente bereken op die eiser se eis teen 'n koers van 19,00% vanaf datum van verkoping tot registrasie teen registrasie van die eiendom op die naam van die koper, welke betaling versekureer sal wees deur 'n waarborg van 'n goedgekeurde finansiële instelling, binne 14 (veertien) dae vanaf datum van verkoping.
- 3. Die koper sal verantwoordelik wees vir betaling van rente aan die Eksekusieskuldeiser en die verbandhouer, indien enige, vanaf datum van verkoping tot datum van registrasie soos uiteengesit in die verkoopvoorwaardes.
- 4. Oordrag sal gedoen word deur die Eiser se prokureur en die koper sal alle oordragkoste, lopende belastings en ander noodsaalike heffings ten opsigte van die registrasie, soos aangevra deur voormelde oordragprokureurs.
- 5. Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes wat geïnspekteer kan word by die kantore van de Balju van die Landdroshof te Northumberlandweg 29, Bellville, 7530.

Gedateer te Bellville op hierdie 26ste dag van November 1999.

A. der Kinderen, vir Bornman & Hayward Ing., Eiser of Eiser se Prokureur, VIII High Street, Rosenpark, Tygervalley, 7536; Posbus 3609, Tygervallei, 7536. (Tel. 914-6400.) (Verw. ADK/m. swart/A0204/17.)

Case No. 13732/99

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

ABSA BANK LIMITED versus ENVER FISHER and YESMEEN FISHER

The following property will be sold in execution to the highest bidder at a public auction to be held at 48 Plakkaten Street, Bothasig, on Tuesday, 25 January 2000 at 12:00:

Erf 6912, Milnerton, situated in the Blaauberg Municipality, in extent 595 (five hundred and ninety-five) square metres, held by Deed of Transfer T13829/96 and situated at 48 Plakkaten Street, Bothasig.

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, Goodwood.
- 2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising an asbestos roof, brick walls, lounge, dining-room, kitchen, three bedrooms, bathroom and garage.

- 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 19% 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 this 26th day of November 1999.

E. S. Swanepoel, for Laubscher & Hattingh, Plaintiff's Attorney.

SALE IN EXECUTION

Case No. 915/99

BROADWAY BODY CORPORATE versus CAREL LODEWYK GUNTER JANSE VAN RENSBURG, Defendant, Strand

The property: Section Plan 502/1995, Broadway, in extent 29 square metres, situated at 57 George Street, Strand.

Improvements (not guaranteed): Description: Brick building consisting of bedroom, kitchen open plan, lounge and bathroom.

Sale date: 26 January 2000 at 10:00.

Place of sale: Unit 57, Broadway, George Street, Strand.

Material conditions: The sale will be by public auction to the highest bidder, subject to 10% deposit in cash or by bank cheque on the day of the 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, Strand, 4 Kleinbosch Avenue, Strand.

Dated at Wynberg on this 22nd day of November 1999.

Pincus Matz & Marquard, Attorney for Judgment Creditor, Wynberg Mews, Brodie Road, Wynberg.

Case No. 24660/1997

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

In the matter between ABSA BANK LIMITED, Plaintiff, and ANDRÉ ALEXANDER MCGOWAN, First Defendant, and DIANE VALERIE KMCGOWAN, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Wynberg and writ of execution dated 19 May 1999, the following property will be sold in execution on 25 January 2000 at 12:00, at 6 La Parc, Windsor Road, Tokai:

Certain Unit 6, as shown and more fully described on Sectional Plan SS158/87 in the building or buildings known as La Parc, in respect of the land and building or buildings situated at Constantia in the City of Cape Town, Cape Division, in the Province of the Western Cape, measuring 79 square metres, plus an undivided share in the common property, in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, held under Certificate of Registered Sectional Title ST3669/1987, consisting of a townhouse, under tiled roof, brick walls, open plan dining-room and lounge, two bedrooms, bathroom, kitchen and garage.

Street address: 6 La Parc, Windsor Park, Tokai.

- 1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder and of the Title Deeds in so far as these are applicable.
- 2. Payment: 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.

The balance (plus interest at the current rate of 15,5 per cent per annum, capitalised monthly and 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 bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the Sheriff or auctioneer immediately prior to the sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

Dated at Cape Town on this 15th day of November 1999.

Jan S. De Villiers & Son, Attorneys for Plaintiff, 16th Floor (BP Centre), Thibault Square, Cape Town. (Ref. D. J. Nel/lvt/H3914.)

Saak No. 22701/98

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen ABSA BANK BEPERK, Eiser, en JOYCE GOBITSAMANG MORETLWE, Verweerderes

In die gemelde saak sal 'n veiling gehou word op 28 Januarie 2000 om 10:00 te Windsor Park 36, hoek van Carnett- en Rubyweg, Windsor Park:

Deel 36 soos getoon en vollediger beskryf op Deelplan SS260/96 in die skema bekend as Windsor Park ten opsigte van die grond en gebou of geboue geleë te Landsdowne in die stad Kaapstad, van welke deel van die vloeroppervlakte 55 vierkante meter groot is, en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op die genoemde deelplan aangeteken. Gehou kragtens Transportakte ST11484/96. 'n Uitsluitlike gebruiksarea beskryf as Parkeer Area P29, groot 12 vierkante meter, asook 'n Tuin G16, groot 37 vierkante meter, gehou kragtens Notariële Akte van Sessie van Uitsluitlike Gebruiksarea SK2667/96S.

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 titelakte.
- 2. Een tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame rente daarop teen 15,50% per annum op die bedrag van die Eiser se eis, en in die geval van enige preferente skuldeiser, dan ook die rente betaalbaar op sodanige preferente skuldeiser se eis en op die balans, indien enige, is 15,50% per annum, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.
- 3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): 'n Woonstel bestaande uit twee slaapkamers, sitkamer, kombuis, badkamer asook 'n parkeer area.
- 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, Wynberg en in die kantoor van die ondergetekende.

Gedateer te Kaapstad op hierdie 10de dag van Desember 1999.

Marais Müller Ing., Prokureur vir Eiser, 19de Verdieping, Cartwright's Cornergebou, Adderleystraat, Kaapstad. (Verw. T. R. de Wet/ms/Z02114.)

Saak No. 14141/99

IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD

In die saak tussen ABSA BANK BEPERK, Eiser, en GREGORY DA LUZ DE CAIRES, Eerste Verweerder, en LAZELLE DE CAIRES, Tweede Verweerder

In die gemelde saak sal 'n veiling gehou word op 1 Februarie 2000 om 10:30, te Wingfieldhof 4, Townsendstraat, Goodwood:

Deel 4 soos getoon en vollediger beskryf op Deelplan SS141/92 in die skema bekend as Wingfield Court ten opsigte van die grond en gebou of geboue geleë te Goodwood in die stad Tygerberg, afdeling Kaap, provinsie Wes-Kaap, van welke deel van die vloeroppervlakte, volgens genoemde deelplan, 63 vierkante meter groot is; en

'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op die genoemde deelplan aangeteken, gehou deur die Verweerders kragtens Transportakte ST619/93.

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 titelakte.
- 2. Een tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame rente daarop teen 15,50% per annum op die bedrag van die Eiser se eis, en in die geval van enige preferente skuldeiser, dan ook die rente betaalbaar op sodanige preferente skuldeiser se eis en op die balans, indien enige, is 15,50% per annum, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.
- 3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): 'n Woonstel bestaande uit twee slaapkamers, sitkamer, eetkamer, kombuis, 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, Goodwood, en in die kantoor van die ondergetekende.

Gedateer te Kaapstad op hierdie 10de dag van Desember 1999.

Marais Müller Ing., Prokureur vir Eiser, 19de Verdieping, Cartwright's Cornergebou, Adderleystraat, Kaapstad. (Verw. T. R. de Wet/ms/Z03659.)

Case No. 5500/98

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

In the matter between NBS BANK, a Division of NBS BOLAND BANK LIMITED (now BOE BANK LIMITED), Plaintiff, and C. J. HEYMANS, First Defendant, and Y. HEYMANS, Second Defendant

In pursuance of the warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the premises on Monday, 24 January 2000 at 11:00:

Property: Erf 12682 (portion of Erf 43), Kraaifontein, in the Oostenberg Municipality, Division Paarl, Province of the Western Cape, measuring 589 (five hundred and eighty-nine) square metres, held by Deed of Transfer T8993/93 and subject to the conditions contained therein.

Improvements (not guaranteed): Dwelling with outbuildings. More specifically known as 21 Okavango Street, Bonnie Brook, Kraaifontein.

Conditions of sale:

- 1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the title deeds in so far as same are applicable.
 - 2. The property will be sold voetstoots to the highest bidder.
- 3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Date: 28 October 1999.

Auctioneer for Plaintiff, Sheriff, Magistrate's Court, 29 Northumberland Avenue, Bellville.

Kruger & Marais Inc., Attorneys for Plaintiff, 16 McIntyre Street, Parow, 7500. (Ref. HPMK/RM/NB0199.)

Case No. 14807/98

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

In the matter between NBS BANK, a Division of NBS BOLAND BANK LIMITED, now BOE BANK LIMITED, Plaintiff, and V. S. J. PETERSEN, Defendant

In pursuance of the warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the Kuils River Magistrate's Court, on Friday, 28 January 2000 at 09:00:

Property: Erf 8036, Brackenfell, in the Municipality of Oostenberg, Division of Stellenbosch, Province of the Western Cape, measuring 300 (three hundred) square metres, held by Deed of Transfer T66923/92, and subject to the conditions contained therein.

Improvements (not guaranteed): Dwelling with outbuildings.

More specifically known as 10 Blyde Court, Northpine, Brackenfell.

Conditions of sale:

- 1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the Title Deeds insofar as same are applicable.
 - 2. The property will be sold voetstoots to the highest bidder.
- 3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Dated: 23 November 1999.

Kruger and Mafais Inc., Attorneys for Plaintiff, 16 McIntyre Street, Parow, 7500. (Ref. HPMK/RM/NB0239.) Auctioneer for Plaintiff, Sheriff—Magistrate's Court, 29 Northumberland Avenue, Bellville.

Case No. 17133/99

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

In the matter between ABSA BANK LIMITED, MILLBANK ROAD, Plaintiff, and MONRAY ISAAC JACOBS, First Defendant, and VENICIA LYDIA JACOBS, Second Defendant

The following property will be sold in execution in front of the Mitchells Plain Court-house, on Tuesday, 8 February 2000 at 10:00, to the highest bidder:

Erf 48139, Mitchells Plain, situated at 5 Reygersdal Close, Strandfontein, measuring (three hundred and forty-eight) square metres.

Description: A free standing brick dwelling under a tiled roof, consisting of three bedrooms, lounge, kitchen, bathroom and toilet, held by Title Deed T38186/98.

- 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 20,0% 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 or 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.

Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z05020.)

Case No. 28874/99

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

In the matter between ABSA BANK LIMITED, THIBAULT, Plaintiff, and KEITH JOSEPH PETER DANIEL HAREMSE, First Defendant, and SANDRA CHARMAINE HAREMSE, Second Defendant

The following property will be sold in execution at the site of the premises, on Wednesday, 2 February 2000 at 10:00, to the highest bidder:

Property description: A unit in a block of four flats, consisting of three bedrooms, living-room, kitchen, bathroom/toilet, exclusive use of Yard No. Y9, Stoep No. SY 11.

Section: Section No. 11, Y9 and SY 11 as shown and more fully described on Sectional Plan SS160/1993, in the scheme known as Kensington Place, Maitland, in extent Section No. 11—one hundred and three square metres, Section No. Y9—five square metres, and Section No. SY11—eleven square metres.

Street address: Unit 11, Kensington Place, corner of 12th Street and Fifth Avenue, Kensington, Maitland, held by Title Deed ST8101/93.

- 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 16,5% 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.

Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z05116.)

Case No. 19095/99

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

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and DAVID GREEN, First Defendant, and DINAH GREEN, Second Defendant

In the above matter a sale will be held on Thursday, 27 January 2000 at 10:00, at the Wynberg Magistrate's Court, being: Erf 139251, Cape Town at Athlone, situated in the City of Cape Town, Cape Division, Province of the Western Cape, measuring 143 square metres, also known as 7A Hoedjies Place, Ryston Road, Hanover Park.

Conditions of sale:

- 1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing Title Deed.
- 2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the mortgage bond interest rate, prevailing from time to time and currently at fifteen comma five per centum (15,5%) 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 bedroom, bathroom, toilet, lounge and kitchen.
- 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 Wynberg, and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park, Building 2, corner of Willie van Schoor and Old Oak Roads, Bellville. (Tel. 914-5660.) (Ref. A. Pepler/lr.)

Case No. 15519/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and GERT PIETER DEETLEFS, First Defendant, and VENIETA LILLIAN DEETLEFS, Second Defendant

In execution of a judgment of the Magistrate's Court, East London, in the above matter, a sale will be held on 24 January 2000 at 10:00, at the Magistrate's Court, East London, as referred to below:

Erf 895, East London, in extent 761 (seven hundred and sixty-one) square metres, also known as 27 Morningside Road, Morningside, East London.

The following information relating to the property is furnished, but not guaranteed in any way: A single storey, painted block dwelling under high asbestos roof with attached outbuildings, consisting of lounge, kitchen, three bedrooms, bathroom, toilet and outside store-room and toilet.

Conditions of sale:

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
- 2. The purchaser shall pay a deposit of ten per centum (10%) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 10 (ten) days after the date of 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 transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.
- 4. The full conditions of sale will be read out at the time of the sale and may be inspected at the Sheriff's Office, 4 Lower Oxford Street, East London, prior to the date of sale.

Dated at East London on this 25th day of November 1999.

A. J. Miller, for Brown Hurly & Miller, Plaintiff's Attorneys, Fourth Floor, First National Bank Building, Oxford Street, East London. (Ref. Mr Miller/yn/F528/FBG1.)

Case No. 21176/98

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between ABSA BANK LIMITED, Plaintiff, and THANDUXOLO CHRISTOPHER NODIKANA, Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 5 January 1999, the following property will be sold on 26 January 2000 at 09:00, at the Main Foyer, Magistrate's Court, Buffalo Street, East London, to the highest bidder:

Erf 23598, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 390 (three hundred and ninety) square metres, held by Deed of Transfer T4525/1994, also known as 7 Alpine Road, Braelyn, East London).

Subject to the conditions referred to in the said Deed of Transfer.

Conditions of sale:

- 1. The purchaser shall pay 10% (ten per centum) of the purchase price at the time of the sale and the unpaid balance thereof, together with interest to be secured, by way of an approved bank or building society guarantee to the Plaintiff's conveyancers within fourteen (14) days of date of sale.
- 2. The right, title and interest to the property shall be sold voetstoots, and shall be subject to the terms and rules of the Magistrates' Courts Act as also to the provisions of the Title Deed.
- 3. The right, title and interest to the property shall be sold subject to any existing tenancy and if a bid is insufficient to meet the claim of the Execution Creditor the property shall be sold free of such tenancy.

Subject to the aforegoing, the purchaser shall be entitled to possession from the date of sale.

- 4. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately prior to the sale.
- 5. The following information is furnished, but not guaranteed: *Improvements:* Brick under asbestos dwelling, consisting of lounge, kitchen, three bedrooms and bath/w.c.

Dated at East London on this 1st day of December 1999.

To: The Sheriff of the Court, East London.

Russell Esterhuizen Nel & De Klerk, Plaintiff's Attorneys, 8 Graham Road, Southernwood, East London. (Ref. Mr I. Russell/FUN 068.)

Saak No. 2392/96

IN DIE LANDDROSHOF VIR DIE DISTRIK WELLINGTON GEHOU TE WELLINGTON

In die saak tussen HUGENOTE KOLLEGE, Eiser, en N. J. SWARTZ, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 11 Februarie 1997, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word, op 4 Februarie 2000 om 10:00, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word.

Die veiling sal plaasvind te voor Landdroskantoor Britstown, Erf 666, Britstown, in die gebied van die Munisipaliteit en Afdeling Britstown, provinsie Noordkaap, groot 333 vierkante meter, gehou kragtens T46146/95.

Betaalvoorwaardes: 10% (tien persent) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Balju-kommissie betaal word. Die balans-koopprys tesame met rente daarop teen 19% per jaar op die bedrag van Eiser se eis (en ingeval daar enige preferente skuldeiser is, ook die rente wat ten opsigte van sodanige preferente skuldeiser se eis betaalbaar is) vanaf datum van verkoping tot datum van oordrag, betaal moet word teen registrasie van transport. Sodanige bedrag moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne 14 (veertien) dae na verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insea by die Balju. De Aar [Tel. (053) 631-1466.]

Gedateer te Wellington op hierdie 24ste dag van November 1999.

Louw & Schreve, Fonteinstraat 20, Wellington. [Tel. (021) 873-1171.]

Saak No. 1114/99

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen BOE BANK BEPERK, Eiser, en HENRIETTA PETRONELLA DEELO, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof te George, en 'n lasbrief vir eksekusie gedateer 22 Februarie 1999, sal die volgende eiendom verkoop word deur mnre Van Rensburgs Eiendomme en Veilings aan die hoogste bieër, op Vrydag, 28 Januarie 2000 om 10:00, te ondervermelde perseel:

Erf 676, Pacaltsdorp, geleë in die Munisipaliteit en Afdeling van George, groot 1128 m², gehou kragtens Transportakte T24585/79, ook bekend as Pumastraat 17, Delville Park, Pacaltsdorp.

Die volgende verbeteringe is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, vier slaapkamers, een en 'n half badkamer, stort, twee toilette, ingangsportaal en twee garages.

Voorwaardes van verkoping:

- 1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieër en sal onderworpe wees aan die terme en voorwaardes van die Wet op Landdroshowe 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 die verkoping aan die Balju, George en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 22% per jaar sal binne 30 dae aan die Balju, George, betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.
- 3. Voorwaardes: Die volle voorwaardes van die verkoping lê vir insae by die kantoor van mnre Van Rensburgs Eiendomme en Veilings, mnre. Millers Ingelyf, Beaconhuis, Meadestraat 123, George, asook die Balju, Wellingtonstraat 36A, George.

Gedateer te George op hierdie 29ste dag van November 1999.

Millers Ingelyf, Prokureurs vir Eisers, Beaconhuis, Meadestraat 123, George. (Verw. FJB/MDL/N1645/Z02094.)

Case No. 1980/99

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

In the matter between ABSA BANK LIMITED, CAPE TOWN CENTRAL, Plaintiff, and CLIVE GREGORY COLE, First Defendant, and PETRONELLA ALETTA COLE, Second Defendant

The following property will be sold in execution at the site of the premises, on Wednesday, 9 February 2000 at 16:00, to the highest bidder:

Erf 4122, Simons Town, situated at 13 Glen Oak Road, Welcome Glen, Simons Town, measuring five hundred and eighty-seven square metres.

Description: A Vacant Plot, held by Title Deed T11595/95.

- 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 19.0% 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.

Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z04903.)

Case No. 10689/99

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

In the matter between ABSA BANK LIMITED, Judgment Creditor, and LINDA MARY LE BRON, Judgment Debtor

The following property will be sold in execution at the Mitchells Plain Court House on Thursday, 3 February 2000 at 10:00, to the highest bidder:

Erf 43845, Mitchells Plain, situated in the City of Cape Town, Cape Division, Western Cape Province, in extent 178 square metres, held by Deed of Transfer Number T60452/1998, also known as 7 Handicap Street, Strandfontein, Western Cape.

- 1. The following improvements are reported but not guaranteed: Tiled roof, brick building, 2 bedrooms, lounge, kitchen, bathroom, toilet. Free standing.
- 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 18.25% p.a. calculated on the Judgment Creditor's claim from the date of Sale to the date of transfer against registration of transfer, which amounts are to be secured by approved 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.
- J. Ramages Attorneys, Attorneys for Judgment Creditor, corner of Klipfontein and Belgravia Roads, Athlone. (Tel. No. 637-1262.) (Ref. Coll/ss18/60721/99.)

Case No. 16561/99

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

In the matter between ABSA BANK LIMITED, Judgment Creditor, and JOHN ALBERT HANSEN, First Judgment Debtor, and CHARMAINE PILLAY, Second Judgment Debtor

The following property will be sold in execution at the Mitchells Plain Court House on Thursday, 3 February 2000 at 10:00, to the highest bidder:

Erf 12308, Mitchells Plain, situated in the City of Cape Town, Cape Division, Western Cape Province, in extent 200 square metres, held by Deed of Transfer Number T110069/1997, also known as 5 Avenger Road, Rocklands, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed: Semi-detached, brick building, tiled roof, 3 bedrooms, kitchen, lounge, toilet and bathroom.

- 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 of rate of 19% p.a. calculated on the Judgment Creditor's claim from the date of Sale to the date of transfer against registration of transfer, which amounts are to be secured by approved 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.
- J. Ramages Attorneys, Attorneys for Judgment Creditor, corner of Klipfontein and Belgravia Roads, Athlone. (Tel. No. 637-1262.) (Ref. Coll/ss18/60861/99.)

Case No. 15231/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and PETER SHANE MATTHEWS, First Defendant, and YOLANDE GLORIA MATTHEWS, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, the following will be sold in Execution on 3 February 2000 at 10:00, Mitchells Plain Court to the highest bidder:

Erf 3853, Mitchells Plain, Cape, 172 square metres, held by Deed of Transfer T106209/97, situated at 1 Hurricane Road, Rocklands, Mitchells Plain.

Semi-detached brick bldg., under tiled roof consisting of 3 bedrooms, bathroom/toilet, lounge and kitchen.

- 1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder and of the Title Deeds insofar as these are applicable.
- 2. A deposit of ten percent of the purchase price shall be paid in cash or by Deposit-taking Institution guaranteed cheque at the time of the sale.
- 3. The balance (plus interest at the current rate of 19.50% per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a Deposit-taking Institution to be delivered within 14 days of the sale.
 - 4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
- 5. The full conditions of Sale which will be read out by the Auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain.

Dated at Cape Town on this 15 November 1999.

C. & A. Friedlander Inc., Plaintiff's Attorneys, Third Floor, 42 Keerom Street, Cape Town. (Ref. C. L. Silverwood/Z02724.)

Saak No. 10886/99

IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD

In die saak tussen ABSA BANK BEPERK, Eiser, en RIAAN BERNARDO, Verweerder

Ingevolge 'n vonnis gelewer op 24 Augustus 1999, in die Goodwood Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 2 Februarie 2000 om 10:00, te Bergzicht Woonstel Nr. 12, Frans Conradiestraat, Goodwood, aan die hoogste bieër, met geen reserweprys:

Beskrywing: 'n Eenheid bestaande uit:

- (a) Deel Nr. 137 soos getoon en vollediger beskryf op Deelplan Nr. SS98/96 in die skema bekend as Bergzicht ten opsigte van die grond en gebou of geboue geleë te Goodwood, in die Stad Tygerberg van welke deel die vloeroppervlakte, volgens genoemde deelplan 53 (drie en vyftig) vierkante meter groot is; en
- (b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan die genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deelplan aangeteken, gehou kragtens Akte van Transport Nr. ST4242/1996.

Straatadres: Bergzicht Woonstel Nr. 12, Frans Conradiestraat, Goodwood.

Die volgende inligting word aangegee, maar is nie gewaarborg nie:

Die eiendom bestaan uit teëldak, baksteen mure, sitkamer, kombuis, 1 badkamer en parkering.

1. Die verkoping is onderhewig aan die verkoopvoorwaardes en die Wet op Landdroshowe en die Reëls onderhewig daaraan.

- 2. Betaling: Tien persent van die verkoopsprys op die dag van die veiling en die balans, tesame met rente bereken op die Eiser se eis teen 'n koers van 19,00% vanaf datum van verkoping tot datum van registrasie teen registrasie van die eiendom op die naam van die koper, welke betaling versekureer sal wees deur 'n waarborg van 'n goedgekeurde finansiële instelling, binne 14 (veertien) dae vanaf datum van verkoping.
- 3. Die koper sal verantwoordelik wees vir betaling van rente aan die eksekusieskuldeiser en die verbandhouer, indien enige, vanaf datum van verkoping tot datum van registrasie soos uiteengesit in die verkoopvoorwaardes.
- 4. Oordrag sal gedoen word deur die Eiser se prokureurs en die koper sal alle oordragkoste, lopende belastings en ander noodsaaklike heffings ten opsigte van die registrasie, soos aangevra deur die voormelde oordragprokureurs.
- 5. Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Posbus 192, Goodwood, 7460.

Gedateer te Bellville op hede 26 November 1999.

A. der Kinderen, vir Bornman & Hayward Ing., Eiser of Eiser se Prokureur, VIII High Street, Rosenpark, Tygervalley, 7536; Posbus 3609, Tygervallei, 7536. (Tel. 914-6400.) (Verwys. ADK/m. swart/A0204/20.)

Case No. 3111/99

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

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and KLAUS FRIEDRICH WIEGAND, Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 28 September 1999, the following property will be sold on Tuesday, 25 January 2000 at 10:00, or so soon thereafter as the matter may be called at the Sheriff's Warehouse, K S M Building, Eales Street, King William's Town to the highest bidder:

Erf 3670 (a portion of Erf 498), King William's Town, King William's Town Transitional Local Council, Division of King William's Town, Province of the Eastern Cape, measuring 824 (eight hundred and twenty four) square metres, situate at 2 Peters Street, King William's Town.

The following information is supplied but not guaranteed: House consisting of conventional dwelling.

Conditions of sale:

- 1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's Attorneys within 14 (fourteen) days of the sale.
 - 2. The property is sold "voetstoots" in terms of the Magistrate's Court Act and subject to the provisions of the Title Deed.
- 3. The full conditions of sale may be inspected at Plaintiff's Attorneys offices and will be read out by the auctioneer at the sale.

Dated at King William's Town this 18th day of November 1999.

Squire Smith & Laurie Inc., Plaintiff's Attorneys, 44 Taylor Street, King William's Town. (Ref. Ms Schlesinger/DK.)

Case No. 2679/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and RAYMOND EDMUND BASSON, 1st Defendant, and CHARLOTTE BASSON, 2nd Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 3 November 1999 the following property will be sold on Tuesday, 25 January 2000 at 10:00, or so soon thereafter as the matter may be called at the Sheriff's Warehouse, K S M Building, Eales Street, King William's Town to the highest bidder:

Erf 4798, King William's Town, King William's Town Transitional Local Council, Division of King William's Town, Province of the Eastern Cape, measuring 1 332 (one thousand three hundred and thirty one) square metres, situate at 60 West Drive, King William's Town.

The following information is supplied but not guaranteed: House consisting of lounge, 3 bedrooms, 1 bathroom/w.c., separate w.c., kitchen and single garage.

Conditions of sale:

- 1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's Attorneys within 14 (fourteen) days of the sale.
 - 2. The property is sold "voetstoots" in terms of the Magistrate's Court Act and subject to the provisions of the Title Deed.
- 3. The full conditions of sale may be inspected at Plaintiff's Attorneys offices and will be read out by the auctioneer at the sale.

Dated at King William's Town this 18th day of November 1999.

Squire Smith & Laurie Inc., Plaintiff's Attorneys, 44 Taylor Street, King William's Town. (Ref. Ms Schlesinger/DK.)

Case No. 18392/99

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

In the matter between CAPE CONSUMERS PTY LTD, Plaintiff, and HETWICH ASCOTT, Defendant

In pursuance of a judgment of the above honourable court, dated 8 July 1999, the hereinafter mentioned fixed property will be sold in execution on Tuesday, 25 January 2000 at 09:00, at the Bellville Court, to the highest bidder, subject to the following conditions hereinafter mentioned and to the further conditions which will be read out by the Sheriff at the sale:

Erf 3969, Parow, in extent 555 square metres, held by Deed of Transfer No. T29582/1996.

The following information is supplied, but nothing is guaranteed: Three bedrooms, kitchen, lounge, bathroom, toilet and garage.

Inspection of the property can be arrange through the Sheriff, Bellville. (Tel. 948-8326.)

Conditions of payment: Ten per cent (10%) of the purchase price of the above property must be paid in cash immediately after the sale. The balance is payable against registration of transfer together with interest on the full purchase price at 24% per annum, (and in the event of the immovable property being subject to any claim preferent to that of the Plaintiff, then also the interest payable on such claim) calculated and capitalised monthly from date of sale to date of transfer, both dates inclusive, and must be guaranteed by a guarantee approved by the Plaintiff's Attorneys, which guarantee must be handed to them within fourteen (14) days after the date of sale. The Purchaser must pay the Auctioneer's and/or Sheriff's commission on the Auctioneer immediately after the sale.

Conditions of sale: The full conditions of sale lie for inspection at the offices of the Sheriff, Bellville. (Tel. 948-8326.) Dated at Bellville on this 3rd day of December 1999.

Mrs A. Swarts, for Swarts & Co., Attorney for Plaintiff, 2nd Floor, Quattor Building, 81 Voortrekker Road, Bellville. (Ref. AS/cn/K180.)

Saak No. 16999/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KAAPSTAD GEHOU TE KAAPSTAD

In die saak tussen ABSA BANK BEPERK, Eiser, en LEENDERT JOHANNES VEENMAN, Eerste Verweerder, en KATHRINA GERTRUIDA VEENMAN, Tweede Verweerder

Ten uitvoering van die vonnis van die Landdroshof, Kaapstad, gedateer 2 September 1992, sal die onroerende goed hieronder beskryf op 26 Januarie 2000 om 11:30, by die persele per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

Bekend as Cypresweg 8, Durbanville.

Verbeterings (maar nie gewaarborg nie): 'n Woning bestaande uit 4 slaapkamers, 2 badkamers, sitkamer, eetkamer, kombuis en dubbel motorhuis.

Erf 7236, Durbanville, geleë in die Stad Tygerberg, Afdeling Kaap, Provinsie Wes-Kaap, groot 1 007 vierkante meter, gehou kragtens Transportakte T80938/1994.

Verkoopsvoorwaardes:

- 1. Die verkoping sal "voetstoots" geskied, onderworpe aan die voorwaardes van die transportaktenommer waaronder die eiendom gehou word.
- 2. Een tiende van die koopprys tesame met rente daarop teen 18,50% per jaar vanaf datum van verkoping tot op datum van registrasie van die oordrag. Die koper moet voorts binne 14 (veertien) dae na die verkoping die Vonisskuldeiser voorsien van 'n bank- of bougenootskapwaarborg vir die behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die Balju van die Landdroshof, Bellville.

Gedateer te Goodwood op hede 4de dag van November 1999.

A. van Rhyn, vir Steyn & Van Rhyn, Prokureurs vir Eiser, Voortrekkerweg 45, Goodwood. (Verw. AVR/TVM/A00925.) (Tel. 951-3241.)

Case No. 17814/99

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

In the matter between FIRST NATIONAL BANK, a Division of FIRSTRAND BANK, Plaintiff (Execution Creditor), and JOHANNES PEDRO, Defendant (Execution Debtor)

In pursuance of a judgment by the Court granted in the above suit, the following immovable property will on 27 January 2000 at 10:00, be sold in execution. The auction will take place at the Mitchells Plain Magistrate's Court, and the property to be sold is:

Erf 3920, Mitchells Plain, in the City of Cape Town, Cape Division, Province of the Western Cape, measuring 207 (two hundred and seven) square metres, situate at 83 Hazeldene Road, Portlands, Mitchells Plain.

The following information is furnished as to the improvements though in this respect nothing is guaranteed: Free standing house, brick building, tiled roof, 3 bedrooms, kitchen, lounge, toilet and bathroom.

Terms:

- 1. The sale will be "voetstoots" without reserve and to the highest bidder but subject to the Magistrate's Court Act and Rules and all conditions contained in the Title Deed under which the property is held.
- 2. Auctioneer's charges and 10% of the purchase price payable on the day of the sale and the balance to be secured within fourteen (14) days of the sale.
- 3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff of the above Court.

Signed at Cape Town this the 11th day of November 1999.

G. C. Cooper, for Mostert & Bosman, Attorney for Plaintiff, 2nd Floor, Leadership House, 40 Shortmarket Street; P O Box 1456, Cape Town. (Ref. G. C. Cooper/tve/W10740.)

Case No. 12178/99

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and JANE WILMA MCDONALD, Defendant

Pursuant to a judgment of the above Court granted on 27 October 1999, and a writ of execution issued thereafter, the undermentioned property will be sold in execution at 09:00 on Tuesday, 25 January 2000, at the Courthouse to the highest bidder:

4 Amandel Road, Bonteheuwel, Erf 135967, Cape Town, at Bonteheuwel, in the City of Tygerberg, Cape Division, in the Province of the Western Cape, in extent 198 (one hundred and ninety eight) square metres, held by Deed of Transfer No. T38182/98.

The following improvements are situated on the property, although in this respect nothing is guaranteed: Brick house with asbestos roof consisting of 1 x lounge, 2 x bedrooms, 1 x kitchen and 1 x bathroom.

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, District of Goodwood.

Signed at Cape Town this 16th day of November 1999.

I. S. Frye, for Hofmeyr Herbstein Gihwala Cluver & Walker Inc., Plaintiff's Attorneys, 15th Floor, Pleinpark Building, Plein Street, Cape Town. (Ref. ISF/MP/P466/W10497.)

Case No. 4143/99

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

In the matter between NEDCOR BANK LIMITED (formerly NEDPERM BANK LTD) (formerly SA PERMANENT BUILDING SOCIETY), Execution Creditor, and E. M. N. HANABE, N.O., 1st Execution Debtor, and E. M. N. HANABE, (also known as N.E. HANABE), 2nd Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage dated 23 April 1999, and in pursuance of an Attachment in Execution dated 28 June 1999, a sale by public auction will be held by the Sheriff for the Magistrate's Court, in front of the Magistrate's Court, Uitenhage, on Thursday, 27 January 2000 at 11:00, of the following immovable property situated at: 16 Tize Street, kwaNobuhle.

Zoned: Residential.

Being:

- 1. Erf 3803 (now Erf 9413), kwaNobuhle, in the area of Uitenhage Transitional Local Council, Division of Uitenhage, Eastern Cape Province, in extent 286 square metres.
- 2. Erf 3804 (now Erf 9414), kwaNobuhle, in the area of Uitenhage Transitional Local Council, Division of Uitenhage, Eastern Cape Province, in extent 286 square metres.

Held by Loyiso Johannes Hanabe and Nomsa Eunidia Hanabe, under Certificates of Registered Grant of Leasehold Nos. 3803/1 and 3804/1, and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed: Single storey detached conventional dwelling under tiled roof with lounge, dining room, 3 bedrooms, bathroom, toilet and garage.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the offices of the Sheriff for the Magistrate's Court, Uitenhage.

Terms: 10% of the purchase price and 5% Sheriff's (Auctioneer's) Charges up to R30 000,00 and thereafter 3% to a maximum of R7 000,00 with a minimum of R260,00 in cash at the time of the sale; the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within fourteen (14) days from date of the sale.

Dated at Uitenhage this 22nd day of November 1999.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 Aloe Centre, Caledon Street, Uitenhage. (Ref. L. Butlion/ls.)

Case No. 12353/99

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

In the matter between BOE BANK LIMITED, Execution Creditor, and I. A. SLABBERT, 1st Execution Debtor, E. S. M. SLABBERT, 2nd Execution Debtor, and ALEBO PROPERTIES CC, CK92/14720/23, 3rd Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage dated 18 October 1999, and in pursuance of an Attachment in Execution dated 21 October 1999, a sale by public auction will be held by the Sheriff for the Magistrate's Court, in front of the Magistrate's Court, Uitenhage, on Thursday, 27 January 2000 at 11:00, of the following immovable property situated at: 9 Antoinette Street, Uitenhage.

Zoned: Residential.

Being: Erf 8690, Uitenhage, in the Area of Uitenhage Transitional Local Council, Division of Uitenhage, Eastern Cape Province, in extent 1 044 square metres.

Held by Ignatius Alfonso Slabbert and Elsie Sophia Maria Slabbert, under Deed of Transfer No. T19660/1979, and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed: Single storey, detached conventional dwelling under asbestos with lounge, kitchen, 3 bedrooms, bathroom, servant's room and toilet, garage, and swimming pool.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the offices of the Sheriff for the Magistrate's Court, Uitenhage.

Terms: 10% of the purchase price and 5% Sheriff's (Auctioneer's) Charges up to R30 000,00 and thereafter 3% to a maximum of R7 000,00 with a minimum of R260,00 in cash at the time of the sale; the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within fourteen (14) days from date of the sale.

Dated at Uitenhage this 22nd day of November 1999.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 Aloe Centre, Caledon Street, Uitenhage. (Ref. L. Butlion/ls.)

Case No. 489/99

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

In the matter between BOE BANK LIMITED, Execution Creditor, and J. M. DEYZEL, Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Kirkwood dated 15 October 1999 and in pursuance of an attachment in execution dated 5 November 1999 a sale by public auction will be held by the Sheriff for the Magistrate's Court, in front of the Magistrate's Court, Middle Street, Kirkwood, on Friday, 28 January 2000 at 10:00 of the following immovable property situated at 49 John Street, Kirkwood:

Zoned: Residential.

Being: Erf 85, Kirkwood, in the area of Kirkwood Transitional Council, Division of Uitenhage, Eastern Cape Province, in extent 1 582 square metres, held by Jacobus Marthinus Deyzel, under Deed of Transfer T74799/92 and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed: Single-storey detached conventional dwelling consisting of lounge, kitchen, bedroom, bathroom and single garage.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Kirkwood.

Terms: 10% of the purchase price and 5% Sheriff's (auctioneer's) charges up to R30 000 and thereafter 3% to a maximum of R7 000 with a minimum of R260 in cash at the time of the sale; the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within fourteen (14) days from date of the sale.

Dated at Uitenhage this 22nd day of November 1999.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 Aloe Centre, Caledon Street, Uitenhage. (Ref. L. Butlion/ls.)

Case No. 2090/99

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

In the matter between ABSA BANK LIMITED, formerly trading as UNITED BANK, Plaintiff (Execution Creditor), and CRAIG IAIN WILSON, First Defendant (First Execution Debtor), and ILKA WILSON, Second Defendant (Second Execution Debtor)

In pursuance of a judgment given in the Court of the Magistrate of Simonstown and a writ of execution dated October 1999, a sale in execution will take place on Wednesday, 26 January 2000 at 10:00 at the premises, being 3 Jamison Close, Regis Road, Steenberg, Western Cape, of:

Certain Erf 152895, Cape Town at Retreat, in the South Peninsula Municipality, Cape Division, Western Cape Province, measuring 101 (one hundred and one) square metres, held by the Execution Debtor under Deed of Transfer T37585/94.

The property is a maisonette dwelling of brick walls under tiled roof comprising approximately three bedrooms with built-in cupboards, open plan kitchen and lounge.

This sale in execution shall be subject to the following conditions:

- 1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.
- 2. Ten percent (10%) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the subject matter is declared to be sold. The balance thereof together with interest at the rate of twenty percent (20%) per annum calculated on the amount of the Plaintiff's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer by means of a bank or building society guarantee to be furnished within thirty (30) days after date of sale.

The sale shall also be subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court for the District of Simonstown who shall be the auctioneer.

Dated at Cape Town this 10th day of November 1999.

T. A. Goldschmidt, for MacCullums Inc., Execution Creditor's Attorneys, Second Floor, 35 Wale Street, Cape Town, 8001. (Ref. TAG/KD/V63591.)

Case No. 18930/99

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

In the matter between ABSA BANK LIMITED, Plaintiff (Execution Creditor), and CASSIEM PHILLIPS, Defendant (Execution Debtor)

In pursuance of a judgment given in the Court of the Magistrate of Mitchells Plain and a writ of execution dated October 1999, a sale in execution will take place on Thursday, 27 January 2000 at 10:00 at the Magistrate's Court, Mitchells Plain, of:

Certain Erf 36316, Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, situated at 18 Ararap Crescent, Tafelsig, Mitchells Plain, measuring 172 (one hundred and seventy-two) square metres, held by the Execution Debtor under Deed of Transfer T93144/97.

The property is a semi-detached dwelling of brick walls under asbestos roof comprising approximately three bedrooms, bathroom, toilet, kitchen and lounge.

This sale in execution shall be subject to the following conditions:

- 1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.
- 2. Ten percent (10%) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the subject matter is declared to be sold. The balance thereof together with interest at the rate of twenty percent (20%) per annum calculated on the amount of the Plaintiff's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer by means of a bank or building society guarantee to be furnished within thirty (30) days after date of sale.

The sale shall also be subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court for the District of Mitchells Plain who shall be the auctioneer.

Dated at Cape Town this 10th day of November 1999.

T. A. Goldschmidt, for MacCullums Inc., Execution Creditor's Attorneys, Second Floor, 35 Wale Street, Cape Town, 8001. (Ref. TAG/KD/V63728.)

Case No. 29084/99

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

In the matter between ABSA BANK LIMITED, formerly trading as UNITED BANK, Plaintiff (Execution Creditor) and CORPCLO 145 CC, Defendant (Execution Debtor)

In pursuance of a judgment given in the Court of the Magistrate of Wynberg and a writ of execution dated September 1999, a sale in execution will take place on Thursday, 20 January 2000 at 10:00, at the premises, being Flat Q11 Princess Beach, Unit 210, Princess Street, Hout Bay, Western Cape, of:

A unit consisting of:

- (a) Section 210 as shown and more fully described on Sectional Plan SS365/1997, in the scheme known as Princess Beach, in respect of land and building or buildings situated at Hout Bay in the South Peninsula Municipality, Cape Division, measuring 87 (eight seven) square metres.
- (b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by the Execution Debtor under Deed of Transfer ST20133/1997.

The property is a third floor townhouse comprising approximately two bedrooms, loft, bathroom, kitchen, lounge and dining-room.

This sale in execution shall be subject to the following conditions:

- 1. The sale is subject to the terms and conditions of the Magistrates' Courts Act No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.
- 2. Ten per cent (10%) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the subject matter is declared to be sold. The balance thereof together with interest at the rate of twenty per cent (20%) per annum calculated on the amount of the Plaintiff's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer by means of a bank or building society guarantee to be furnished within thirty (30) days after the date of sale.

The sale shall also be subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court for the District of Wynberg who shall be the auctioneer.

Dated at Cape Town on this 5th day of November 1999.

T. A. Goldschmidt, for MacCallums Inc., Execution Creditor's Attorneys, Second Floor, 35 Wale Street, Cape Town, 8001. (Ref. TAG/KD/V63612.)

Case No. 3112/99

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

In the matter ABSA BANK LIMITED, Plaintiff, and CLIVE DENZIL KLAASEN, First Defendant, and JEAN SHARON KLAASEN, Second Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 23 August 1999 the following property will be sold on Tuesday, 25 January 2000 at 10:00, or so soon thereafter as the matter may be called at the Sheriff's warehouse, K S M Building, Eales Street, King William's Town, to the highest bidder:

Erf 1130, Breidbach, King William's Town, Transitional Local Council, Division of King William's Town, Province of Eastern Cape, measuring 133 (one hundred and thirty-three) square metres, situated at 10 Sonneblom Street, Breidbach, King William's Town.

The following information is supplied but not guaranteed: House consisting of lounge, dining-room, family-room, three bedrooms, bathroom with w.c. and kitchen.

Conditions of sale:

- 1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the sale.
 - 2. The property is sold voetstoots in terms of the Magistrates' Courts Act and subject to the provisions of the title deed.
- 3. The full conditions of sale may be inspected at Plaintiff's attorneys offices and will be read out by the auctioneer at the sale.

Dated at King William's Town on this 8 December 1999.

Squire Smith & Laurie Inc., Plaintiff's Attorneys, 44 Taylor Street, King William's Town. (Ref. Ms Schlesinger/DK.)

Case No. 2056/97

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

In the matter between ABSA BANK LTD, Plaintiff, and CHARLES LEJANDER ADAMS, First Defendant, and RUWAYDA ADAMS, Second Defendant

In pursuance of judgment granted on 3 April 1997, in the Kuils River Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 24 January 2000 at 09:00, at Kuils River Magistrate's Court to the highest bidder:

Description: Erf 6627, Blue Downs, in the Local Area of Blue Downs, Division Stellenbosch, Province of Western Cape, also known as 5 Aquilla Crescent, Fountain Ville, Blue Downs, in extent 201 square metres.

Improvements: Two bedrooms, lounge, kitchen, bathroom and toilet.

Held by the Defendants in their name under Deed of Transfer T63237/94.

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
- 2. The purchaser shall pay 10% of the purchase price in cash or by bank-guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 20% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.
- 3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
- 4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Bellville on this 9th day of November 1999.

G. J. Visser, for Malan Laas & Scholtz Inc., Plaintiff's Attorneys, 2 Park Alpha, Du Toit Street, Bellville, 7530; P.O. Box 606, Sanlamhof, 7532. [Tel. (021) 946-3465.] (Ref. G. J. Visser/HS/A0020/344.)

Case No. 10162/94

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

In the matter between ABSA BANK LTD, Plaintiff, and ALLWYN MURRAY, First Defendant, and BEVERLEY JOY MURRAY, Second Defendant

In pursuance of judgment granted on 14 November 1994, in the Mitchells Plain Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 27 January 2000 at 10:00, at Mitchells Plain Court, to the highest bidder:

Description: Erf 15720, Mitchells Plain, in the Municipality of Cape Town, Cape Division, Province of Western Cape, also known as 97 Durban Way, Portlands, Mitchells Plain, in extent 176 square metres.

Improvements: Three bedrooms, toilet, bathroom, kitchen and lounge.

Held by the Defendants in their name under Deed of Transfer T80418/93.

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
- 2. The purchaser shall pay 10% of the purchase price in cash or by bank-guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 20% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.
- 3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
- 4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Bellville on this 10th day of November 1999.

G. J. Visser, for Malan Laas & Scholtz Inc., Plaintiff's Attorneys, 2 Park Alpha, Du Toit Street, Bellville, 7530; P.O. Box 606, Sanlamhof, 7532. [Tel. (021) 946-3165.] (Ref. G. J. Visser/HS/A0001/290.) Pincus Matz, Marquard, Hugo-Hamman, Mutual Plain, Symphony Walk, Mitchells Plain.

Case No. 41245/98

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

In the matter between ABSA BANK LTD, Plaintiff, and JACOBUS JOHANNES MARX, Defendant

In pursuance of judgment granted on 26 January 1999, in the Bellville Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 26 January 2000 at 13:30, at 1A Pioneer Street, Tarra Durbanville, to the highest bidder:

Description: Erf 1614, Durbanville, situated in the City of Tygerberg, Division Cape, Province of Western Cape, in extent 1889 square metres.

Improvements: Three bedrooms, two bathrooms, lounge, dining-room, kitchen and double garage.

Held by the Defendant in their name under Deed of Transfer T117092/97.

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
- 2. The purchaser shall pay 10% of the purchase price in cash or by bank-guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 20% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.
- 3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
- 4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Bellville on this 12th day of November 1999.

G. J. Visser, for Malan Laas & Scholtz Inc., Plaintiff's Attorneys, 2 Park Alpha, Du Toit Street, Bellville, 7530; P.O. Box 606, Sanlamhof, 7532. [Tel. (021) 946-3165.] (Ref. G. J. Visser/HS/A0020/368.)

Case No. 41245/98

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

In the matter between ABSA BANK LTD, Plaintiff, and JACOBUS JOHANNES MARX, Defendant

In pursuance of judgment granted on 26 January 1999, in the Bellville Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 26 January 2000 at 13:30, at 1A Pioneer Street, Tarra Durbanville, to the highest bidder:

Description: Erf 1614, Durbanville, situated in the City of Tygerberg, Division Cape, Province of Western Cape, in extent 1 889 square metres.

Improvements: Three bedrooms, two bathrooms, lounge, dining-room, kitchen and double garage.

Held by the Defendant in their name under Deed of Transfer T117092/97.

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
- 2. The purchaser shall pay 10% of the purchase price in cash or by bank-guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 20% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.
- 3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
- 4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Bellville on this 12th day of November 1999.

G. J. Visser, for Malan Laas & Scholtz Inc., Plaintiff's Attorneys, 2 Park Alpha, Du Toit Street, Bellville, 7530; P.O. Box 606, Sanlamhof, 7532. [Tel. (021) 946-3165.] (Ref. G. J. Visser/HS/A0020/368.)

Case No. 12700/96

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

In the matter between ABSA BANK LTD, Plaintiff, and GERTY DE WET, Defendant

In pursuance of a judgment granted on 27 December 1996, in the Kuils River Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder, will be sold in execution on 24 January 2000 at 09:00, at Kuils River Magistrate's Court, to the highest bidder:

Description: Erf 6891 (Portion Erf 3029), Kuils River, in the Municipality of Kuils River, Division of Stellenbosch, Province of Western Cape, also known as 19 Zinnia Street, Sarepta, Kuils River, in extent 267 square metres.

Improvements: Two bedrooms, lounge, kitchen and bathroom.

Held by the Defendants in their name under Deed of Transfer T23029/87.

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
- 2. The purchaser shall pay 10% of the purchase price in cash or by bank-guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 20% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.
- 4. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of registration of transfer as set out in the conditions of sale.
- 5. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at this 26th day of October 1999.

Malan Laäs & Scholtz Inc., Plaintiff's Attorney, 2 Park Alpha, Du Toit Street, Bellville, 7530; P.O. Box 606, Sanlamhof, 7532. [Tel. (021) 946-3165.] (Ref. G. J. Visser/HS/A0020/436.)

Case No. 13729/97

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

In the matter between ABSA BANK LTD, Plaintiff, and POLDA ANDREW RUDOLF KLAASTE, First Defendant, and ENDRIKA KLAASTE, Second Defendant

In pursuance of a judgment granted on 2 December 1997, in the Kuils River Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder, will be sold in execution on 26 January 2000 at 09:00, at Kuils River Magistrate's Court, to the highest bidder:

Description: Erf 3005, Kleinvlei, in the Local Area Blue Downs, Division of Stellenbosch, Province: Western Cape, also known as 12 Prijnis Cresc, Forest Heights, Kleinvlei, Eerste River, in extent 216 square metres.

Improvements: Three bedrooms, lounge, kitchen, bathroom/toilet and garage.

Held by the Defendants in their name under Deed of Transfer T47528/93.

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
- 2. The purchaser shall pay 10% of the purchase price in cash or by bank-guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 20% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.
- 3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of registration of transfer as set out in the conditions of sale.
- 4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Bellville on this 14th day of October 1999.

G. J. Visser, for Malan Laäs & Scholtz Inc., Plaintiff's Attorney, 2 Park Alpha, Du Toit Street, Bellville, 7530; P.O. Box 606, Sanlamhof, 7532. [Tel. (021) 946-3165.] (Ref. G. J. Visser/HS/A0020/159.)

Case No. 1635/97

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

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and J. J. H. DU PLESSIS, 1st Defendant, and H. DU PLESSIS, 2nd Defendant

In pursuance of a judgment in the Court for the Magistrate of Goodwood and writ of execution dated 7 March 1997, the property listed hereunder will be sold in execution on Thursday, 3 February 2000 at 10:00 at Defendant's premises, namely 34 Livingstone Street, Ruyterwacht, to the highest bidder:

Certain Erf 4141, Epping Garden Village, in the City of Tygerberg, Cape Division, Western Cape Province, and situated at 34 Livingstone Road, Ruyterwacht, measuring 468 square metres, held under T63032/96.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof consisting of approximately lounge/diningroom/kitchen, two bedrooms and bathroom/toilet/handbasin.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood on this 7th day of December 1999.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet.)

Case No. 11203/92

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

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and M. S. SEATLE, Defendant

In pursuance of a judgment in the Court for the Magistrate of Wynberg and a writ of execution dated 25 March 1992, the property listed hereunder will be sold in execution on Tuesday, 1 February 2000 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 965, Crossroads, in the City of Cape Town, Cape Division, Western Cape Province, also known as Stand 965, Crossroads, measuring 82 square metres, held under TL22889/90.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood on this 19th day of October 1999.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet.)

Case No. 13619/92

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

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and N. E. DYWILI, Defendant

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain and writ of execution dated 9 November 1992, the property listed hereunder will be sold in execution on Thursday, 3 February 2000 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 21503, Khayelitsha, in the City of Tygerberg, Cape Division, Western Cape Province, also known as Stand 21503, Khayelitsha, measuring 112 square metres, held under TL71525/89.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof consisting of approximately lounge/diningroom/kitchen, two bedrooms and bathroom/toilet/handbasin.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood on this 13th day of October 1999.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet.)

Case No. 13959/93

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

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and L. C. MAFUYA, 1st Defendant, and N. P. MAFUYA, 2nd Defendant

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain and writ of execution dated 30 August 1993, the property listed hereunder will be sold in execution on Tuesday, 1 February 2000 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 8648, Guguletu, in the City of Cape Town, Cape Division, Western Cape Province, also known as Stand 8648, Guguletu, measuring 222 square metres, held under TL3006/90.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof consisting of approximately lounge/diningroom/kitchen, two bedrooms and bathroom/toilet/handbasin.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood on this 13th day of October 1999.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460, (Ref. A. Keet.)

Case No. 8122/92

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

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and Y. N. NOMBEWU, Defendant

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain and a writ of execution dated 11 February 1997, the property listed hereunder will be sold in execution on Tuesday, 1 February 2000 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 112, Crossroads, in the City of Cape Town, Cape Division, Western Cape Province, also known as Stand 112, Crossroads, measuring 187 square metres, held under TL50483/89.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood on this 13th day of October 1999.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet.)

Case No. 15857/98

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

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and M. MHANGA, Defendant

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain and writ of execution dated 23 August 1999, the property listed hereunder will be sold in execution on Tuesday, 1 February 2000 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 1004, Crossroads, in the City of Cape Town, Cape Division, Western Cape Province, also known as Stand 1004, Crossroads, measuring 88 square metres, held under TL4970/90.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof consisting of approximately lounge/diningroom/kitchen, two bedrooms and bathroom/toilet/handbasin.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood on this 13th day of October 1999.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet.)

Case No. 8122/92

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

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and Y. N. NOMBEWU, Defendant

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain and a writ of execution dated 11 February 1997, the property listed hereunder will be sold in execution on Tuesday, 1 February 2000 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 112, Crossroads, in the City of Cape Town, Cape Division, Western Cape Province, also known as Stand 112, Crossroads, measuring 187 square metres, held under TL50483/89.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof consisting of approximately lounge/diningroom/kitchen, two bedrooms and bathroom/toilet/handbasin.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood on this 13th day of October 1999.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet.)

Case No. 3325/92

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

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and S. E. FUNDAKUBI, Defendant

In pursuance of a judgment in the Court for the Magistrate of Wynberg and a writ of execution dated 20 February 1992, the property listed hereunder will be sold in execution on Thursday, 3 February 2000 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 23005, Khayelitsha, in the City of Tygerberg, Cape Division, Western Cape Province, also known as Stand 23005, Khayelitsha, measuring 113 square metres, held under TL19129/90.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood on this 13th day of October 1999.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet.)

Case No. 7738/92

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

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and M. W. GXOWA, Defendant

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain and writ of execution dated 12 August 1992, the property listed hereunder will be sold in execution on Thursday, 3 February 2000 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 21428, Khayelitsha, in the City of Tygerberg, Cape Division, Western Cape Province, also known as Stand 21428, Khayelitsha, measuring 112 square metres, held under TL63609/89.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof consisting of approximately lounge/diningroom/kitchen, two bedrooms and bathroom/toilet/handbasin.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood on this 13th day of October 1999.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet.)

Case No. 21016/93

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

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and P. R. MBANA, Defendant

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain and writ of execution dated 12 November 1993, the property listed hereunder will be sold in execution on Thursday, 3 February 2000 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 21476, Khayelitsha, in the City of Tygerberg, Cape Division, Western Cape Province, also known as Stand 21476, Khayelitsha, measuring 112 square metres, held under TL54848/89.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof consisting of approximately lounge/diningroom/kitchen, two bedrooms and bathroom/toilet/handbasin.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood on this 13th day of October 1999.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet.)

Case No. 11258/92

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

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and N. M. MPENGESI, Defendant

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain and writ of execution dated 29 September 1992, the property listed hereunder will be sold in execution on Tuesday, 1 February 2000 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 329, Crossroads, in the City of Cape Town, Cape Division, Western Cape Province, also known as Stand 329, Crossroads, measuring 183 square metres, held under TL67744/89.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood on this 13th day of October 1999.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet.)

Case No. 11287/93

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

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and D. Z. KAMBI, 1st Defendant, and N. F. KAMBI, 2nd Defendant

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain and writ of execution dated 5 July 1993, the property listed hereunder will be sold in execution on Tuesday, 1 February 2000 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 332, Crossroads, in the City of Cape Town, Cape Division, Western Cape Province, also known as Stand 332, Crossroads, measuring 176 square metres, held under TL8088/90.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof consisting of approximately lounge/diningroom/kitchen, two bedrooms and bathroom/toilet/handbasin.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood on this 13th day of October 1999.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet.)

Case No. 9516/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and F. A. BRAAF, 1st Defendant, and S. E. A. BRAAF, 2nd Defendant

In pursuance of a judgment in the Court for the Magistrate of Kuils River and writ of execution dated 6 October 1999 the property listed hereunder will be sold in execution on Monday, 31 January 2000 at 11:00, at Defendant's premises, namely 38 Von Willigh Crescent, Oakdene, Kuils River, to the highest bidder:

Certain Erf 6019, Kuils River, situated in the Oostenberg Municipality, Cape Division, Province of the Western Cape, and situated at 38 Von Willigh Crescent, Oakdene, Kuils River, in extent 700 (seven hundred) square metres, held by Deed of Transfer No: T96698/94.

Conditions of sale:

- 1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.
- 2. The following improvements are reported to be on the property, but nothing is guaranteed: A building under tiled roof consisting of three bedrooms, lounge, kitchen, bathroom, toilet and single garage.
- 3. Payment: Ten per centum of the purchase price on the day of the sale and the balance together with interest at the current rate calculated on the Plaintiff's claim from the date of sale to the date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Goodwood this 9th day of November 1999.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet.)

Case No. 8093/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and D. P. PINTO, 1st Defendant, E. PINTO, 2nd Defendant, C. E. JACOBS, 3rd Defendant, and B. JACOBS, 4th Defendant

In pursuance of a judgment in the Court for the Magistrate of Kuils River and writ of execution dated 27 August 1999 the property listed hereunder will be sold in execution on Monday, 31 January 2000 at 10:00, at Defendant's premises, namely 123 Old Nooiensfontein Road, Kuils River, to the highest bidder:

Certain Erf 7897, Kuils River, situated in the Oostenberg Municipality, Cape Division, Province of the Western Cape, and situated at 123 Old Nooiensfontein Road, Kuils River, in extent 514 (five hundred and forteen) square metres, held by Deed of Transfer Nq: T91367/98.

Conditions of sale:

- 1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.
- 2. The following improvements are reported to be on the property, but nothing is guaranteed: A building under tiled roof consisting of three bedrooms, lounge, kitchen, bathroom, toilet and single garage.
- 3. Payment: Ten per centum of the purchase price on the day of the sale and the balance together with interest at the current rate calculated on the Plaintiff's claim from the date of sale to the date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Goodwood this 9th day of November 1999.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet.)

Case No. 13741/92

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

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and N. F. NDABENI, 1st Defendant, and A. K. NDABENI, 2nd Defendant

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain and writ of execution dated 9 November 1992, the property listed hereunder will be sold in execution on Tuesday, 1 February 2000 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 3146, Philippi, in the City of Cape Town, Cape Division, Western Cape Province, also known as Stand 3146, Philippi, measuring 281 square metres, held under TL70697/90.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof consisting of approximately lounge/diningroom/kitchen, two bedrooms and bathroom/toilet/handbasin.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood on this 13th day of October 1999.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet.)

Case No. 8393/92

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

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and N. S. KOMENI, Defendant

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain and writ of execution dated 10 August 1992, the property listed hereunder will be sold in execution on Thursday, 3 February 2000 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 27655, Khayelitsha, in the City of Tygerberg, Cape Division, Western Cape Province, also known as Stand 27655, Khayelitsha, measuring 348 square metres, held under TL25685/90.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof consisting of approximately lounge/diningroom/kitchen, two bedrooms and bathroom/toilet/handbasin.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood on this 13th day of October 1999.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet.)

Case No. 61439/91

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

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and J. O. SEFALI, 1st Defendant, and D. N. SEFALI, 2nd Defendant

In pursuance of a judgment in the Court for the Magistrate of Wynberg and a writ of execution dated 24 December 1991, the property listed hereunder will be sold in execution on Thursday, 3 February 2000 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 23784, Khayelitsha, in the City of Tygerberg, Cape Division, Western Cape Province, also known as Stand 23784, Khayelitsha, measuring 113 square metres, held under TL68250/89.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof consisting of approximately lounge/diningroom/kitchen, two bedrooms and bathroom/toilet/handbasin.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood on this 13th day of October 1999.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet.)

Case No. 8296/92

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

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and S. O. GQOMO, 1st Defendant, and T. R. GQOMO, 2nd Defendant

In pursuance of a judgment in the Court for the Magistrate of Wynberg and a writ of execution dated 24 March 1992, the property listed hereunder will be sold in execution on Thursday, 3 February 2000 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 30437, Khayelitsha, in the City of Tygerberg, Cape Division, Western Cape Province, also known as Stand 30437, Khayelitsha, measuring 319 square metres, held under TL6366/91.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof consisting of approximately lounge/diningroom/kitchen, two bedrooms and bathroom/toilet/handbasin.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood on this 13th day of October 1999.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet.)

Case No. 799/92

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

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and V. M. MANTANGA, Defendant

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain and a writ of execution dated 9 June 1992, the property listed hereunder will be sold in execution on Tuesday, 1 February 2000 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 1200, Crossroads, in the City of Cape Town, Cape Division, Western Cape Province, also known as Stand 1200, Crossroads, measuring 239 square metres, held under TL59907/89.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood on this 18th day of October 1999.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet.)

Saak No. 2221/99

IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en CHARLES NELSON STEPHAN, Eerste Verweerder, en BEULAH STEPHAN, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 21 Oktober 1999, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Vrydag, 28 Januarie 2000 om 10:00, op die perseel te Milkwood Plače 93, Otto du Plessis-straat, Melkbosstrand, 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 3200, Melkbosstrand, in die Blaauwberg Munisipaliteit, afdeling Kaap, provinsie Wes-Kaap, groot 217 (tweehonderden-sewentien) vierkante meter, gehou kragtens Transportakte T20123/98.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter met 'n woonhuis met drie slaapkamers, sitkamer/eetkamer, kombuis, badkamer/toilet 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, M. S. T. Basson, Malmesbury [Tel. (022) 482-3090].

Betaalvoorwaardes: 10% (tien persent) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaers- en/of Baljukommissie betaal word. Die balanskoopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne 14 (veertien) 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, M. S. T. Basson, Malmesbury [Tel. (022) 482-3090].

Datum: 9 Desember 1999.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. CJV/RB/4895.)

Saak No. 34212/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en ANTON CLAASSEN Eerste Verweerder, en COLENE MEYER, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 4 Oktober 1999, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Donderdag, 3 Februarie 2000 om 11:00, op die perseel te Elizabeth Court 11, hoek van Eerste Laan en Andries Pretoriusstraat, Parow, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer/Balju by die veiling uitgelees sal word:

- 1. (a) Deel 11, soos getoon en vollediger beskryf op Deelplan SS392/1993, in die skema bekend as Elizabeth Court ten opsigte van die grond en gebou of geboue, geleë te Parow, in die stad Tygerberg, van welke deel die vloeroppervlakte, volgens voormelde deelplan 53 (sewe-en-vyftig) vierkante meter groot is; en
- (b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Transportakte T25913/96.
- 2. 'n Uitsluitlike gebruiksgebied beskryf as Parkering P14, groot 12 (twaalf) vierkante meter, synde 'n gedeelte van die gemeenskaplike eiendom bevattende die grond en die skema bekend as Elizabeth Court, ten opsigte van die grond en gebou of geboue geleë te Parow, in die stad Tygerberg, soos getoon en vollediger beskryf op Deelplan SS392/1993, gehou kragtens Notariële Akte van Sessie SK5184/96.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter met 'n woonstel bestaande uit slaapkamer, sitkamer, kombuis, badkamer en toilet.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, C. J. Veldtman (Tel. 939-0040), en/of die Balju vir die Landdroshof, I. J. Hugo, Bellville (Tel. 948-8326).

Betaalvoorwaardes: 10% (tien persent) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaers- en/of Baljukommissie betaal word. Die balanskoopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne 14 (veertien) 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, I. J. Hugo, Bellville (Tel. 948-8326).

Datum: 9 Desember 1999.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. CJV/RB/4985.)

Saak No. 2267/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VREDENBURG GEHOU TE VREDENBURG

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en DAVID JOHN ROWLEY, Eerste Verweerder, en JANINE EMILY ROWLEY, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 3 November 1999, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Woensdag, 2 Februarie 2000 om 10:00, op die perseel te Vondelingstraat 4, Saldanha, 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 3766, Saldanha, in die gebied van die Weskus Skiereiland Oorgangsraad, afdeling Malmesbury, provinsie Wes-Kaap, groot 476 (vierhonderd ses-en-sewentig) vierkante meter, gehou kragtens Transportakte T95326/93.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter met 'n woonhuis met sitkamer, gesinskamer, drie slaapkamers, badkamer/stort, badkamer/toilet, stort, kombuis, spens, kroeg, bediendekamer en restaurant stoep.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, C. J. Veldtman (Tel. 939-0040), en/of die Balju vir die Landdroshof, L. H. Burger, Vredenburg [Tel. (022) 713-4409.]

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.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die afslaer, C. J. Veldtman (Tel. 939-0040) en/of die Balju vir die Landdroshof, L. H. Burger, Vredenburg [Tel. (022) 713-4409.]

Datum: Desember 1999.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. CJV/RB/4694.)

Saak No. 24103/98

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen STAD TYGERBERG, Eiser, en J. C. McMULLIN, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 27 Oktober 1998, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Dinsdag, 1 Februarie 2000 om 10:00, op die perseel te Welgemeendstraat 13, Parow, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer/Balju by die veiling uitgelees sal word:

Erf 22153, Parow, groot 690 vierkante meter, gehou kragtens Transportakte T17160/1998.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is drie slaapkamers, kombuis, sitkamer, badkamer, toilet en eetkamer.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, mnr. C. J. Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 92-0040), en/of die Balju, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 20% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo diè van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die afslaer, mnr. C. J. Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 92-0040) en/of die Balju, Bellville (Tel. 948-8326).

Datum: 1 Desember 1999.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/MB/6423.)

Saak No. 2502/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen STAD TYGERBERG, Eiser, en M. T. HOFFMAN, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 20 Mei 1999, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Donderdag, 3 Februarie 2000 om 10:00, op die perseel te Rileystraat 69, Parowvallei, 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 15724, Parow, groot 446 vierkante meter, gehou kragtens Transportakte T32554/1986.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is drie slaapkamers, sitkamer, kombuis, badkamer, toilet en motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, mnr. C. J. Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 92-0040), en/of die Balju, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 20% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo diè van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die afslaer, mnr. C. J. Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 92-0040) en/of die Balju, Bellville (Tel. 948-8326).

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/MB/7106.)

Saak No. 40065/98

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen STAD TYGERBERG, Eiser, en G. S. HAUPTFLEISCH, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 19 Maart 1999, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Dinsdag, 1 Februarie 2000 om 12:00, op die perseel te Kompanjestraat 7, Parow, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer/Balju by die veiling uitgelees sal word:

Erf 2717, Parow, groot 535 vierkante meter, gehou kragtens Transportakte G148/1966.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is asbesdak, baksteenmure, drie slaapkamers, kombuis, badkamer, toilet, sitkamer en motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, mnr. C. J. Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 92-0040), en/of die Balju, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 20% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo diè van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die afslaer, mnr. C. J. Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 92-0040) en/of die Balju, Bellville (Tel. 948-8326).

Datum: 29 Oktober 1999.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/MB/7145.)

Saak No. 22860/98

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen STAD TYGERBERG, Eiser, en H. K. L. FREDERICKS, Eerste Verweerder, en mevrou FREDERICKS, Tweede Verweerderes

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 17 September 1998, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Dinsdag, 1 Februarie 2000 om 11:00, op die perseel te Williamsstraat 17, Parow, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer/Balju by die veiling uitgelees sal word:

Erf 4359, Parow, groot 496 vierkante meter, gehou kragtens Transportakte T49077/1997.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is sinkdak, baksteenmure, drie slaapkamers, kombuis, sitkamer, badkamer, toilet en motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, mnr. C. J. Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 92-0040), en/of die Balju, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 20% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo diè van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die afslaer, mnr. C. J. Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 92-0040) en/of die Balju, Bellville (Tel. 948-8326).

Datum: 28 Oktober 1999.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/MB/6056.)

Case No. 1789/99

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and MARTHINUS JOHANNES SILJEUR, First Judgment Debtor, and EUGENE CAROL SILJEUR, Second Judgment Debtor

The undermentioned property will be sold in execution at the premises at 198 Aster Street, Mount Pleasant, Hermanus, on 28 January 2000 at 12:00:

Erf 6443, Hermanus, situated in the Greater Hermanus Transitional Local Council, Division of Caledon, Western Cape Province, in extent 282 (two hundred and eighty-two) square metres.

Comprising asbestos roof, two bedrooms, kitchen, lounge and 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 the Court for Hermanus, 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/K36.)

Case No. 2405/99

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and JAN JOHANNES JAKOBUS BOOYSEN, First Judgment Debtor, and SARA SERINA MAGRIETA JACOBA BOOYSEN, Second Judgment Debtor

The undermentioned property will be sold in execution at the premises at 41 Nazli Crescent, Circle Park, on 2 February 2000 at 11:00:

Erf 17822, Strand, situated in the Helderberg Municipality, Division of Stellenbosch, Western Cape Province, in extent 128 (one hundred and twenty-eight) square metres.

Comprising three bedrooms, bathroom, kitchen and lounge.

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 Strand, 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/K430.)

Case No. 5983/96

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 MOORGRO INVESTMENTS CC, Judgment Debtor

The undermentioned property will be sold in execution at the premises at 7 Eikenhof Street, Brackenfell, on 28 January 2000 at 10:30:

Erf 1884, Brackenfell, situated in the Area of the Oostenberg Municipality, Division of Stellenbosch, Western Cape Province, in extent 819 (eight hundred and nineteen) square metres.

Comprising three bedrooms, lounge, dining-room, kitchen, one and a half bathroom and single garage.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and Rules.

10% of the price is payable at the time of the sale with the balance plus interest thereon at the bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of the Sheriff of the Court for Strand, 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/K334.)

Case No. 26521/99

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and CINPROP 5054 CC, Judgment Debtor

The undermentioned property will be sold in execution at the premises at 8 Simone de Tijger Street, Parow, on 1 February 2000 at 13:00:

Erf 22652, Parow, situated in the City of Tygerberg, Cape Division, Western Cape Province, in extent 354 (three hundred and fifty-four) square metres.

Comprising vacant land.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and Rules.

10% of the price is payable at the time of the sale with the balance plus interest thereon at the bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of the Sheriff of the Court for Bellville, and will be read out by the auctioneer prior to the sale.

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. KG Kemp/LvS/K501.)

Case No. 34627/98

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

In the matter between BOE BANK LIMITED, Judgment Creditor, and EBRAHIM FAIEZ ARMIEN, Judgment Debtor

The undermentioned property will be sold in execution at the Bellville Magistrate's Court, Voortrekker Road, Bellville, on 1 February 2000 at 09:00:

- (i) Erf 15029, Bellville, situated in the City of Tygerberg, Cape Division, Western Cape Province, in extent 524 square metres.
- (ii) Erf 15030, Bellville, situated in the City of Tygerberg, Cape Division, Western Cape Province, in extent 528 square metres.
- (iii) Erf 15031, Bellville, situated in the City of Tygerberg, Cape Division, Western Cape Province, in extent 500 square metres.

(iv) Erf 15032, Bellville, situated in the City of Tygerberg, Cape Division, Western Cape Province, in extent 524 square metres.

Held by Deed of Transfer T12912/98 (also known as corner of Denneboom and Verbena Streets, Belhar).

Comprising of:

- (a) Erf 15029, Bellville-vacant erf.
- (b) Erf 15030, 15031 and 15032—dwelling-house with tile roof, three bedrooms, lounge/dining-room, kitchen, two bathrooms and two toilets, double garage situated on all three erven.

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 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. K. G. Kemp/RB/A02990.)

Case No. 13344/99

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

In the matter between BOE BANK LIMITED, Judgment Creditor, and BYRON GAVIN FISHER, First Judgment Debtor, and ANRIETTE BURGER, Second Judgment Debtor

The undermentioned property will be sold in execution at Unit 21, De Tyger Park, Nelson Street, Parow, on 27 January 2000 at 09:00:

A unit consisting of:

- (a) Section 21, as shown and more fully described on Sectional Plan SS140/1985, in the scheme known as De Tyger Park, in respect of the land and building or buildings situated at Parow, in the City of Tygerberg, Division of Cape, of which section the floor area according to the said sectional plan is 89 square metres in extent; and
- (ii) 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.

Known as: Unit 21, De Tyger Park, Nelson Street, Parow.

Comprising flat, two bedrooms, kitchen (b.i.c.), bathroom and toilet.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and Rules.

10% of the price is payable at the time of the sale with the balance plus interest thereon at the bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of 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. K. G. Kemp/RB/A00348.)

Case No. 24767/99

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

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and CHRISTOPHER ANDREW DONN, First Defendant, and WILHELMINA MAGDELENE DONN, Second Defendant

The following property will be sold in execution by public auction held at the Court-house, First Avenue, Eastridge, Mitchells Plain, to the highest bidder on 27 January 2000 at 10:00:

Certain Erf 15265, Mitchells Plain, in the City of Cape Town, Division of Cape, Province of Western Cape, in extent 225 (two hundred and twenty-five) square metres, held by Deed of Transfer T67141/95, situated at 2 London Way, Portlands, 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, Mitchells Plain.
- 2. The following information is furnished but not guaranteed: Free standing brick building, tiled roof, two bedrooms, toilet/bathroom, kitchen and lounge.

3. Payment: Ten per centum of the purchase price on the day of the sale and the balance together with interest at the current rate of 17,5% per annum, or prevailing rate applicable 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 this 9th day of November 1999.

Kassel Sklaar Cohen & Co., Attorneys for the Plaintiff, 11th Floor, Strand Towers, 66 Strand Street, Cape Town. (Tel. 419-7494.)

Case No. 1101/99

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

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and ABDURAGIEM FEBRUARY, Defendant

The following property will be sold in execution by public auction held at the Court House, First Avenue, Eastridge, Mitchells Plain, to the highest bidder on 25 January 2000 at 10:00:

Certain Erf 20258, Mitchells Plain, situated in the City of Cape Town, Division Cape, Province of the Western Cape, in extent 185 (one hundred and eighty-five) square metres, held by Deed of Transfer T46829/98, situated at 35 Waterlily Road, Lentegeur, 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, Mitchells Plain North.
- 2. Payment: Ten per centum of the purchase price on the day of the sale and the balance together with interest at the current rate of 23,25% per annum, or prevailing rate applicable 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 with 14 (fourteen) days of the date of sale.

Dated at Cape Town this 25th day of November 1999.

Kassel Sklaar Cohen & Co., Attorneys for the Plaintiff, 11th Floor, Strand Towers, 66 Strand Street, Cape Town. (Tel. 419-7494.)

Case No. 7790/99

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

In the matter between FIRSTRAND BANK LIMITED, formerly FIRST NATIONAL BANK OF S.A. LTD, Plaintiff, and ASHLEY WINSTON EDWARD MACK, First Defendant, and CAROLINA MAGDALENE MACK, Second Defendant

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the Magistrate's Court, Kuils River, on Wednesday, 2 February 2000 at 09:00, namely:

Erf 5823, Kuils River, situated in the Oostenberg Municipality, Stellenbosch Division, Province of the Western Cape, in extent 552 (five hundred and fifty-two) square metres, held by Deed of Transfer T61337/1988, also known as 8 Sirbett Close, Kuils River, which property is said, without warranty as to the correctness thereof, to comprise of three bedrooms, lounge, kitchen and bathroom.

Conditions of sale:

- 1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deed.
- 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 to be paid against registration of transfer, which shall be given and taken as soon as possible after the sale.
- 3. The balance (plus interest at the current rate of 19% per annm, subject to change, calculated on the capital Judgment Creditor's claim from date of sale to date of the 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 complete conditions of sale will be red out at the time of the sale and may be inspected prior thereto at the offices of the Messenger of the Court, and at the offices of the undersigned.

Dated at Cape Town on this 8th day of November 1999.

Lindsay & Associates, Attorneys for Plaintiff, 118 Kloof Street Gardens, 8001. (Tel. 423-7300.) (Ref. Mrs Waters/jm.) Auctioneer: The Sheriff of the Court, Docex 14, Bellville.

Case No. 7160/99

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

In the matter between FIRSTRAND BANK LIMITED, formerly FIRST NATIONAL BANK OF S.A. LTD, Plaintiff, and JEROME JOHN WATSON, First Defendant, and ROSALIND JULIANA WATSON, Second Defendant

In pursuance of a judgment of the above Honourable Court, the property described herender will be sold at the premises of the Magistrate's Court, Kuils River, on Wednesday, 2 February 2000 at 09:00, namely:

Erf 7285, Kraaifontein, situated in the Oostenberg Municipality, Paarl Division, Province of the Western Cape, in extent 513 (five hundred and thirteen) square metres, held by Deed of Transfer T67767/1992, also known as 13 Kudu Street, Zoo Park, Kraaifontein, which property is said, without warranty as to the correctness thereof, to comprise of asbestos roof, brick walls, three bedrooms, bathroom, toilet, lounge, kitchen and dining-room.

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 as it stands and subject to the conditions of the existing title deed.
- 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 to be paid against registration of transfer, which shall be given and taken as soon as possible after the sale.
- 3. The balance (plus interest at the current rate of 21% per annum, subject to change, calculated on the capital Judgment Creditor's claim from date of sale to date of the 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 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 messenger of the Court, and at the offices of the undersigned.

Dated at Cape Town on this 24th day of November 1999.

Lindsay & Associates, Attorneys for Plaintiff, 118 Kloof Street, Cape Town, 8001. (Tel. 423-7300.) (Ref. Mrs Waters/jm.) Auctioneer: The Sheriff of the Court, Docex 14, Bellville.

Case No. 36734/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and NEVILLE JOHN HAYDEN, First Defendant, and PATRICIA HAYDEN, Second Defendant

In pursuance of a judgment granted on 19 October 1999, in the Bellville Magistrate's Court, the following property will be sold to the highest bidder on 3 February 2000 at 13:00, at 60 Victoria Street, Parow:

Property description: Erf 22353, Parow, in the Municipality of Parow, Cape Division, in extent 521 (five hundred and twenty-one) square metres, held by Deed of Transfer T64140/93, situated at 60 Victoria Street, Parow.

Improvements: Dwelling-five bedrooms, lounge, dining-room, kitchen, bathroom, toilet and garage (not guaranteed).

- 1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 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 15,50%, 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 14 (fourteen) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The purchaser must pay the auctioneer's and/or Sheriff's commission to the auctioneer immediately after the sale.

Dated at Parow this 8th day of December 1999.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, 1 De Tijger Office Park, Hannes Louw Drive, Parow, 7500; P.O. Box 713, Parow, 7499. [Tel. (021) 939-6017. (Ref. A0482/135/WS/Irma Otto.)

Saak No. 355/98

IN DIE LANDDROSHOF VIR DIE DISTRIK HOPEFIELD GEHOU TE HOPEFIELD

In die saak tussen J. MOUTON, handeldrywende as BREEK & BOU BOUKONSULTANTE, Eiser, en W. F. KRUGER, Verweerder

Ingevolge 'n vonnis van die Landdroshof van die distrik van Hopefield, gedateer 6 April 1999 en 'n lasbrief vir eksekusie gedateer 24 Maart 1999, sal die volgende eiendom in eksekusie verkoop word op Maandag, 7 Februarie 2000 om 11:00, te die eiendom geleë te Erf 1879, Wanderers Weg, Langebaan:

Erf 1879, Wanderes Weg, Langebaan, groot 531 (vyfhonderd een-en-dertig) vierkante meter.

Eiendom: Woonhuis geleë op Erf 1879, Wanderes Weg, Langebaar.

10% (tien persent) van die koopprys is betaalbaar by sluiting van die koopooreenkoms en die balans teen registrasie van transport aan die koper moet verseker word deur 'n aanvaarbare waarborg wat aan die Balju van die Landdroshof voorsien moet word binne 14 (veertien) dae vanaf datum van die verkoping. Die verkoping is onderhewig aan artikel 66 van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig.

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

Die eiendom staan bekend as Erf 1879, Wanderers Weg.

Voorwaardes kan nagegaan word by die kantore van die Balju, Moorreesburg, en sal uitgelees word voor die verkoping. Geteken te Vredenburg op hierdie 6de dag van Desember 1999.

Gys Louw & Vennote Ing., Hoofstraat 6, Vredenburg, 7380. (Verw. J0018/DM/LV.)

Saak No. 203/96

IN DIE LANDDROSHOF VIR DIE DISTRIK WILLISTON GEHOU TE WILLISTON

In die saak tussen STANDARD BANK VAN SA BPK (Reg. No. 32/00738/96), Vonnisskuldeiser, en MADELEINE ELIZE ADAMS, Vonnisskuldenaar

Geliewe kennis te neem dat in terme van 'n vonnis toegestaan op 14 April 1997 en 'n lasbrief vir eksekusie teen goed gedateer 8 November 1999, die volgende onroerende eiendom per geregtelike verkoping verkoop word op 28 Januarie 2000 om 10:00, te Stasieweg, Williston:

Eiendomsbeskrywing: Erf 397, Williston, geleë in die Williston Plaaslike Oorgangsraad, afdeling Fraseburg, provinsie Noord-Kaap, groot 973 (negehonderd drie-en-sewentig) vierkante meter, gehou kragtens Transportakte T32649/95.

Straatadres: Stasiestraat, Williston.

Verkorte verkoopvoorwaardes:

- 1. Die koper is aanspreeklik vir die volgende by die ondertekening van die verkoopvoorwaardes:
- (a) 'n Deposito van 10% bereken op die koopprys.
- (b) Afslaerskommissie.
- (c) Agterstallige erfbelasting en diensgelde.
- (d) Transportkoste.
- Die koper sal binne 14 dae na datum van geregtelike verkoping 'n geldige bankwaarborg ten opsigte van alle uitstaande gelde voorsien.

Gedateer te Calvinia hierdie 2de dag van Desember 1999.

D. C. Coetzee, vir Johannes G. Coetzee & Seun, Prokureurs vir Vonnisskuldeiser, Kerkstraat 33, Calvinia, 8190.

Case No. 513/99

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MNINIYO ADLER TYALI, First Defendant, and NOMKUBISO THERECIA TYALI, Second Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 17 March 1999, the following property will be sold on Tuesday, 25 January 2000 at 10:00, or so soon thereafter as the matter may be called at the Sheriff's Offices, K S M Building, Eales Street, King William's Town, to the highest bidder:

A unit consisting of-

(a) Section 3, as shown and more fully described on Sectional Plan SS10/1981, in the scheme known as Monlu, in respect of the land and building or buildings situated at King William's Town, King William's Town Transitional Local Council of which the floor area, according to the said sectional plan, is 94 (ninety-four) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situated at 3 Monlu Court, Market Street, King William's Town.

The following information is supplied but not guaranteed: Unit consisting of two bedrooms, bathroom, lounge, dining-room and kitchen.

Conditions of sale:

- 1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the sale.
 - 2. The property is sold voetstoots in terms of the Magistrates' Courts Act and subject to the provisions of the title deed.
- 3. The full conditions of sale may be inspected at Plaintiff's attorneys offices and will be read out by the auctioneer at the sale.

Dated at King William's Town this 8th day of December 1999.

Squire Smith & Laurie Inc., Plaintiff's Attorneys, 44 Taylor Street, King William's Town. (Ref. M. S. Schlesinger/DK.)

Case No. 302/99

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and SIPHOKAZI SEYIBOKWE, Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 24 February 1999 the following property will be sold on Tuesday, 25 January 2000 at 10:00, or so soon thereafter as the matter may be called at the Sheriff's Offices, K S M Building, Eales Street, King William's Town, to the highest bidder:

Erf 2657, King William's Town (King William's Town Extension 12 Township), Municipality and Division of King William's Town, measuring 876 (eight hundred and seventy-six) square metres, situated at 10 Mimosa Road, King William's Town.

The following information is supplied but not guaranteed: House consisting of three bedrooms, bathroom, lounge, dining-room, family room, kitchen and swimming-pool.

Conditions of sale:

- 1. The purchase shall pay 10% (ten per centum) of the purchase price on the date of sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the sale.
 - 2. The property is sold voetstoots in terms of the Magistrates' Courts Act and subject to the provisions of the title deed.
- 3. The full conditions of sale may be inspected at Plaintiff's attorneys offices and will be read out by the auctioneer at the sale.

Dated at King William's Town this 7th day of December 1999.

Squire Smith & Laurie Inc., Plaintiff's Attorneys, 44 Taylor Street, King William's Town. (Ref. M. S. Schlesinger/DK.)

Case No. 19897/96

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

In the matter between CITY OF CAPE TOWN, formerly "CENTRAL SUBSTRUCTURE OF THE CAPE METROPOLITAN AREA", formerly "THE TRANSITIONAL METROPOLITAN SUBSTRUCTURE OF CAPE TOWN", and also formerly "MUNICIPALITY OF CAPE TOWN", Plaintiff, and EDWARD THOMAS SLINGER, Defendant

The following will be sold in execution on 7 February 2000 at 10:00, Cape Town Court, to the highest bidder:

Erf 15500, Cape Town, at Salt River, Cape, 121 square metres, held by Deed of Transfer T43308/74, situated at 52 Foundary Road, Salt River.

- 1. The following improvements are reported but not guaranteed: Dwelling-two bedrooms, bathroom/w.c., lounge and kitchen.
- 2. Payment: Ten per centum of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 20% 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 bank guarantee to be delivered within 14 days of the sale.

- 3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
- 4. Conditions: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff.
 - C & A Friedlander Inc., Third Floor, 42 Keerom Street, Cape Town. (Ref. C. L. Silverwood/Z29713.)

Case No. 17810/99

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

In the matter between BOE BANK LIMITED, Plaintiff, and BOETIE AREND RUBAIN, Identity No. 6907025146085, 1st Defendant, and BEVERLEY GLENDA RUBAIN, Identity No. 7308070185087, 2nd Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 22 October 1999, the property listed hereunder, and commonly known as 65 Bellingham Way, Westridge, Mitchells Plain, will be sold in execution at the premises on Tuesday, 25 January 2000 at 12:00, to the highest bidder:

Erf 18268 (Portion of Erf 17121), Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, in extent 171 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: A semi-detached double storey maisonette built of facebrick with tiled roof, comprising 3 bedrooms, lounge, kitchen, bathroom, toilet and carport.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South, 2 Mulberry Way, Strandfontein. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this 15th day of November 1999.

I. Broodryk, for Cliffe Dekker Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. IB/D. Brandt/N.2968.)

Case No. 1174/99

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

In the matter between BOE BANK LIMITED, Plaintiff, and JOAN CATHERINE FAWSON, Defendant

In pursuance of a judgment of the Magistrate's Court of Simonstown and writ of execution dated 8 June 1999, the property listed hereunder, and commonly known as 101 Shearwater Drive, San Marina, will be sold in execution at the premises on Wednesday, 2 February 2000 at 12:30, to the highest bidder:

Erf 152640, Cape Town at Muizenberg in the South Peninsula Municipality, Cape Division, Province of the Western Cape, in extent 229 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with tiled roof, comprising 2 bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Simonstown, 131 St George's Street, Simonstown. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 15th day of November 1999.

I. Broodryk, for Cliffe Dekker Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. IB/D. Brandt/N.2871.)

Case No. 18304/98

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

ABSA BANK LIMITED versus ELIZABETH MINNIE FRANCKE

The following property will be sold in execution in front of the Courthouse for the District of Wynberg on Thursday, 3 February 2000 at 14:00, to the highest bidder:

Erf 8024, Grassy Park, in extent 164 square metres, held by T43142/1989, situated at 137 Seventh Avenue, Grassy Park, Western Cape.

- 1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms, bathroom/ toilet and carport.
- 2. Payment: Ten per centum of the purchase price shall be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance thereof against registration of transfer together with interest at the rate of 15,5% p.a., or the prevailing rate, on the full purchase price, calculated and capitalised monthly from date of sale to date of transfer and shall be secured by an acceptable bank guarantee to be delivered within 14 days of the date of sale.
 - 3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
- 4. Conditions: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Cliffe Dekker Fuller Moore Inc. (Incorporating Silberbauers), Attorneys for Plaintiff, 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. 190429/cs.)

Case No. 33554/97

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

In the matter between NBS BANK LIMITED formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and RALPH CAPOUYA, First Defendant, and CATHRINE-ANNE CAPOUYA, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Cape Town and writ of execution dated 10 March 1998, the property listed hereunder, and commonly known as 1 Stilt Avenue, Flamingo Vlei, Table View, will be sold in execution at the premises on Thursday, 27 January 2000 at 10:00, to the highest bidder:

Erf 11261 (Portion of Erf 2298) Milnerton, in the Municipality of Milnerton, Cape Division, in extent 788 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of face brick with tiled roof, comprising 4 bedrooms, lounge, dining room, kitchen, 11/2 bathrooms, shower and 3 toilets.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Cape Town, Mandatum Building, Barrack Street, Cape Town. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 2nd day of December 1999.

I. Broodryk, for Cliffe Dekker Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mail, Cape Town. (Ref. IB/D. Brandt/N.2262.)

Case No. 7562/96

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

ABSA BANK LIMITED versus DENZIL HAROLD KEMP and ESME KEMP

The following property will be sold in execution in front of the Courthouse for the District of Kuils River on Friday, 4 February 2000 at 09:00, to the highest bidder:

Erf 8206, Kuils River, in extent 697 square metres, held by T51599/1988, situated at 6 Branham Close, Highbury, Kuils River, Western Cape.

- 1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, two bedrooms and bathroom.
- 2. Payment: Ten per centum of the purchase price shall be paid in cash or by bank guaranteed cheque at the time of the sale and the balance thereof against registration of transfer together with interest at the rate of 15,5% p.a., or the prevailing rate, on the full purchase price, calculated and capitalised monthly from date of sale to date of transfer and shall be secured by an acceptable bank guarantee to be delivered within 14 days of the date of sale.

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

Cliffe Dekker Fuller Moore Inc. (Incorporating Silberbauers), Attorneys for Plaintiff, 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. 134966/cs.)

Case No. 5024/99

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

ABSA BANK LIMITED versus CHRISTOPHER HERMAN JACOBS

The following property will be sold in execution in front of the Courthouse for the District of Kuils River on Friday, 4 February 2000 at 09:00, to the highest bidder:

Erf 1139, Blue Downs, in extent 381 square metres, held by T59976/1988, situated at 44 Visser Crescent, Tuscany Glen, Blue Downs, Western Cape.

- 1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, three bedrooms, study, sewing room, kitchen, bathroom, store room and garage.
- 2. Payment: Ten per centum of the purchase price shall be paid in cash or by bank guaranteed cheque at the time of the sale and the balance thereof against registration of transfer together with interest at the rate of 15,5% p.a., or the prevailing rate, on the full purchase price, calculated and capitalised monthly from date of sale to date of transfer and shall be secured by an acceptable bank guarantee to be delivered within 14 days of the date of sale.
 - 3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
- 4. Conditions: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Cliffe Dekker Fuller Moore Inc. (Incorporating Silberbauers), Attorneys for Plaintiff, 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. 198384/cs.)

Case No. 10143/99

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

ABSA BANK LIMITED versus JOHANNES ALBERTUS NIEKERK VAN DER MERWE and LUSINDA VAN DER MERWE

The following property will be sold in execution at the site of the property, 38 10th Avenue, Belmont Park, Kraaifontein, Western Cape, on Wednesday, 2 February 2000 at 10:30, to the highest bidder:

Erf 10354, Kraaifontein, in extent 992 square metres, held by T24449/1990, situated at 38 10th Avenue, Belmont Park, Kraaifontein, Western Cape.

- 1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, diningroom, family room, kitchen, pantry, two bedrooms and two bathrooms. *Outbuildings:* Two storerooms, carport, bedroom and bathroom.
- 2. Payment: Ten per centum of the purchase price shall be paid in cash or by bank guaranteed cheque at the time of the sale and the balance thereof against registration of transfer together with interest at the rate of 16,5% p.a., or the prevailing rate, on the full purchase price, calculated and capitalised monthly from date of sale to date of transfer and shall be secured by an acceptable bank guarantee to be delivered within 14 days of the date of sale.
 - 3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
- 4. Conditions: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Cliffe Dekker Fuller Moore Inc. (Incorporating Silberbauers), Attorneys for Plaintiff, 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. 202267/cs.)

Case No. 17543/91

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

In the matter between NBS BOLAND BANK LTD f.k.a. NBS BANK LTD f.k.a. NATAL BUILDING SOCIETY LTD, Plaintiff, and MICHAEL MZOLI SAM, Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 3 June 1991, the property listed hereunder, and commonly known as Erf 22475, Khayelitsha will be sold in execution on Thursday, 27 January 2000 at 10:00, at Mitchells Plain Court-house to the highest bidder:

Erf 22475, Khayelitsha, in the City of Tygerberg, Cape Division, Province of the Western Cape, in extent 113 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof and brick wall consisting of lounge, kitchen, 2 bedrooms, bathroom and toilet, held by the Defendant under Deed of Transfer T75231/1989.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, 23 Strawberry Mall, Church Way, Strandfontein. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 23rd day of November 1999.

Cliffe Dekker Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. COLL/GH/79445.)

Case No. 11937/99

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

In the matter between BOE BANK LIMITED, Plaintiff, and NAZLIE HARRIS, First Defendant, and MOEGAMAT YUSUF HARRIS, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 27 May 1999, the property listed hereunder, and commonly known as Section 2, Park Lane, Byrnes Avenue, Wynberg, will be sold in execution at the premises on Friday, 28 January 2000 at 14:00, to the highest bidder:

A unit consisting of-

- (a) Section 2, as shown and more fully described as Sectional Plan SS63/1992, in the scheme known as Park Lane in respect of the land and building or buildings situated at Wynberg, in the Southern Substructure, Division Cape, of which section the floor area, according to the said sectional plan, is 110 (one hundred and ten) square metres in extent; and
- (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST12115/97.
- 2.1 An exclusive use area described as Garden G2, measuring 29 (twenty nine) square metres being as such part of the common property, comprising the land and the scheme known as Park Lane, in respect of the land and building or buildings situated at Wynberg, in the Southern Substructure, Division Cape, as shown and more fully described on Sectional Plan SS63/1992 held under Certificate of Real Right SK2705/97.

The following improvements are reported to be on the property, but nothing is guaranteed: A duplex of facebrick with tiled roof, comprising 3 bedrooms, lounge, dining room, kitchen, 11/2 bathroom, 2 toilets, 2 showers and garden.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 & 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 23rd day of November 1999.

I. Broodryk, for Cliffe Dekker Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. IB/D. Brandt/N.2860.)

Case No. 19779/91

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

In the matter between NBS BOLAND BANK LTD formerly known as NBS BANK LTD formerly known as NATAL BUILDING SOCIETY LTD, Plaintiff, and JOHANNES MZAMO KALO, Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 12 June 1991, the property listed hereunder, and commonly known as Erf 29624, Khayelitsha, will be sold in execution, on Thursday, 27 January 2000 at 10:00, at Mitchells Plain Court-house, to the highest bidder:

Erf No 29624, Khayelitsha, in the City of Tygerberg, Cape Division, Province of the Western Cape, in extent 226 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under Asbestos roof and brick walls consisting of lounge, dining-room, three bedrooms, bathroom, toilet and garage, held by the Defendant under Deed of Transfer T39277/90.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, 23 Strawberry Mall, Church Way, Strandfontein. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this 23rd day of November 1999.

Cliffe Dekker Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St. George's Mall, Cape Town, (Ref. Coll/GH/84228.)

Case No. 58154/90

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

In the matter between NBS BOLAND BANK LTD formerly trading as NBS BANK LTD formerly known as NATAL BUILDING SOCIETY LTD, Plaintiff, and TSHATSHONSI MASSON KAMENI, Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 18 January 1991, the property listed hereunder, and commonly known as Erf 19572, Khayelitsha will be sold in execution, on Thursday, 27 January 2000 at 10:00, at Mitchell's Plain Court-house, to the highest bidder:

Erf 19572, Khayelitsha, in the City of Tygerberg, Cape Division, Province of the Western Cape, in extent 150 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof and brick walls consisting of lounge, kitchen, two bedrooms, bathroom and toilet, held by the Defendant under Deed of Transfer T28524/1989.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, 23 Strawberry Mall, Church Way, Strandfontein. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this 23rd day of November 1999.

Cliffe Dekker Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Tel. COLL/GH/79474.)

Case No. 15689/91

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

in the matter between NBS BOLAND BANK LTD formerly known as NBS BANK LTD, Plaintiff, and NONKULULEKO FELICITY TIMLA. Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 20 May 1991, the property listed hereunder, and commonly known as Erf 22381, Khayelitsha will be sold in execution, on Thursday, 27 January 2000 at 10:00, at Mitchells Plain Court-house, to the highest bidder:

Erf 22381, Khayelitsha, in the City of Tygerberg, Cape Division, Province of the Western Cape, in extent 113 square metres. The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof and brick walls consisting of lounge, kitchen, two bedrooms, bathroom and toilet, held by the Defendant under Deed of Transfer 63268/1989.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, 33 Strawberry Mall, Church Way, Strandfontein. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this 23rd day of November 1999.

Cliffe Dekker Fuller Moore Inc., 11th Floor, NBS, Waldorf, 80 St. George's Mall, Cape Town. (Ref. COLL/GH/79433.)

Case No. 14122/91

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

In the matter between NBS BOLAND BANK LTD, formerly known as NBS BANK LTD, formerly known as NATAL BUILDING SOCIETY LTD, Plaintiff, and DUMISANE BERNARD VILAKAZI, Defendant

In pursuance of a Judgment of the Magistrate's Court of Wynberg and Writ of Execution dated 7 May 1991, the property listed hereunder, and commonly known as Erf 19936, Khayelitsha will be sold in Execution on Thursday, 27 January 2000 at 10:00, at Mitchells Plain Court House, to the highest bidder:

Erf No. 19936, Khayelitsha, in the City of Tygerberg, Cape Division, Province of the Western Cape, in extent 146 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof and brick wall consisting of lounge, kitchen, 2 x bedrooms, bathroom, toilet.

Held by the Defendant/s under Deed of Transfer No. T28797/1989.

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

The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, 23 Strawberry Mall, Church Way, Strandfontein. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 22nd day of November 1999.

Cliffe Dekker Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. Coll/GH/77416.)

Case No. 19066/91

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

In the matter between NBS BOLAND BANK LTD, formerly known as NBS BANK LTD, formerly known as NATAL BUILDING SOCIETY LTD, Plaintiff, and ZENZILE AMOS SONO, First Defendant, and THOBELA GERTRUDE SONO, Second Defendant

In pursuance of a Judgment of the Magistrate's Court of Wynberg and Writ of Execution dated 28 May 1991, the property listed hereunder, and commonly known as Erf 23857, Khayelitsha will be sold in Execution on Thursday, 27 January 2000 at 10:00, at Mitchell's Plain Court House, to the highest bidder:

Erf No. 23857, Khayelitsha, in the City of Tygerberg, Cape Division, Province of the Western Cape, in extent 112 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof and brick wall consisting of lounge, kitchen, 2 x bedrooms, bathroom, toilet.

Held by the Defendant/s under Deed of Transfer No. T46005/1989.

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

The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, 23 Strawberry Mall, Church Way, Strandfontein. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 22nd day of November 1999.

Cliffe Dekker Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. Coll/GH/76756.)

Case No. 14092/91

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

In the matter between NBS BOLAND BANK LTD, formerly known as NBS BANK LTD, formerly known as NATAL BUILDING SOCIETY LTD, Plaintiff, and MCEBISI METHEUS GATYENI, First Defendant, and MZIKAZI HILDA GATYENI. Second Defendant

In pursuance of a Judgment of the Magistrate's Court of Wynberg and Writ of Execution dated 29 April 1991, the property listed hereunder, and commonly known as Erf 19820, Khayelitsha will be sold in Execution on Thursday, 27 January 2000 at 10:00. at Mitchell's Plain Court House, to the highest bidder:

Erf No. 19820, Khayelitsha, in the City of Tygerberg, Cape Division, Province of the Western Cape, in extent 145 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof and brick wall consisting of lounge, kitchen, 2 x bedrooms, bathroom, toilet.

Held by the Defendant/s under Deed of Transfer No. T27658/89.

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

The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, 23 Strawberry Mall, Church Way, Strandfontein. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 22nd day of November 1999.

Cliffe Dekker Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. Coll/GH/77442.)

Saak No. 29924/99

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen ABSA BANK BEPERK, Eiser, en M. S. en Z. WILLIAMS, Verweerder

Die volgende eiendom sal in eksekusie verkoop word by die Landdroshof, Wynberg, op 2 Februarie 2000 om 10:00, aan die hoogste bieër:

Erf 6170, Grassy Park, geleë in die Suid-Skiereiland Munisipalitait, afdeling Kaap, provinsie Wes-Kaap, groot 469 (vierhonderd nege-en-sestig) vierkante meter, gehou kragtens Transportakte T47580/95.

Straatadres: Rooikransweg 57, Grassy Park.

- 1. Die volgende verbeteringe word gemeld maar nie gewaarborg nie: 'n Enkelbaksteenwoning met asbesdak bestaande uit drie slaapkamers, kombuis, sitkamer, badkamer, toilet, motorhuis en sementkwartiere.
- 2. Betaling: 10% (tien per centum) van die koopprys moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans (plus rente teen die heersende ABSA Bankverbandkoers bereken op die vonnisskuldeiser se vordering vanaf die datum van verkoping tot datum van oordrag) teen registrasie van oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 dae vanaf die verkoping afgelewer moet word.
 - 3. Die Balju sal van enige bieër vereis om bevredigende bewys te lewer van sy vermoë om gemelde deposito te kan betaal.
- Voorwaardes: Die volledige veilingvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Gedateer te Kaapstad op hierdie 26ste dag van November 1999.

H. J. Swart, vir De Klerk & Van Gend, Prokureur vir Eiser, Volkskasgebou, Adderleystraat, Kaapstad.

Saak No. 11309/99

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen ABSA BANK BEPERK, Eiser, en GAVIN FRANKLIN JONAS, Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 30 September 1999, sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju, op Donderdag, 27 Januarie 2000 om 11:00, voor die Landdroskantoor, te Durbanstraat, Uitenhage, aan die hoogste bieder:

Erf 9848, Uitenhage, in die gebied Uitenhage Plaaslike Oorgangsraad, afdeling Uitenhage, provinsie Oos-Kaap, groot 325 (driehonderd vyf-en-twintig) vierkante meter, gehou kragtens Transportakte T86131/93, geleë te Ostrichstraat 19, Rosedale, Uitenhage.

Alhoewel niks gewaarborg word nie, word dit verstaan dat die eiendom gesoneer is vir residensiële doeleindes en verbeter is met 'n woning wat bestaan uit sitkamer, eetkamer, kombuis, badkamer met spoeltoilet en spoeltoilet met stort.

Terme en voorwaardes: Die koopprys sal betaalbaar wees teen 10% daarvan tydens die verkoping plus Balju (afslaers) koste teen 5% op die eerste R30 000 (dertigduisend rand) en daarna 3% tot 'n maksimum fooi van R7 000 (seweduisend rand), vir die balans moet 'n aanneembare bank- of bouverenigingwaarborg aan die Balju voorsien word binne 14 (veertien) dae vanaf datum van die verkoping.

Voorwaardes van verkoping: Volle besonderhede van die verkoopvoorwaardes sal ter insae lê en kan nagegaan word by die kantoor van die Balju, mnr. P. le Roux, Bairdstraat 4, Uitenhage.

Gedateer te Uitenhage op hierdie 3de dag van Desember 1999.

Kitchings, Eiser se Prokureurs, Kanonstraat 48, Uitenhage. (Verw. EJK/ki/E0336A.)

Saak No. 11308/99

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen ABSA BANK BEPERK, Eiser, en GLEN PAUL MORGAN RATANGEE, Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 30 September 1999, sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju, op Donderdag, 27 Januarie 2000 om 11:00, voor die Landdroskantoor, te Durbanstraat, Uitenhage, aan die hoogste bieder:

Erf 6036, Uitenhage, in die gebied Uitenhage Plaaslike Oorgangsraad, afdeling Uitenhage, provinsie Oos-Kaap, groot 645 (seshonderd vyf-en-veertig) vierkante meter, gehou kragtens Transportakte T66574/93, geleë te Livingstonesingel 13, Uitenhage.

Alhoewel niks gewaarborg word nie, word dit verstaan dat die eiendom gesoneer is vir residensiële doeleindes en verbeter is met 'n woning wat bestaan uit 'n ingangsportaal, sitkamer, eetkamer, TV-kamer, drie slaapkamers, kombuis, badkamer met spoeltoilet en aparte badkamer en spoeltoilet, waskamer met woonstel bestaande uit twee slaapkamers, sitkamer, eetkamer, kombuis en badkamer met spoeltoilet.

Terme en voorwaardes: Die koopprys sal betaalbaar wees teen 10% daarvan tydens die verkoping plus Balju (afslaers) koste teen 5% op die eerste R30 000 (dertigduisend rand) en daarna 3% tot 'n maksimum fooi van R7 000 (seweduisend rand), vir die balans moet 'n aanneembare bank- of bouverenigingwaarborg aan die Balju voorsien word binne 14 (veertien) dae vanaf datum van die verkoping.

Voorwaardes van verkoping: Volle besonderhede van die verkoopvoorwaardes sal ter insae lê en kan nagegaan word by die kantoor van die Balju, mnr. P. le Roux, Bairdstraat 4, Uitenhage.

Gedateer te Uitenhage op hierdie 3de dag van Desember 1999.

Kitchings, Eiser se Prokureurs, Kanonstraat 48, Uitenhage. (Verw. EJK/kj/E0335A.)

Case No. 11534/98

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

In the matter between ABSA BANK LIMITED, trading as ALLIED BANK, Plaintiff, and MAGDALENA FORTUIN, Defendant

The following property will be sold in execution in front of the Kuils River Court-house, on Wednesday, 9 February 2000 at 09:00, to the highest bidder:

Erf 6937, Kuils River, situated at 18 Heron Street, Dana Rand, Eerste Rivier, measuring two hundred and seventy-one square metres, held by Title Deed T39761/86.

Description: A residential dwelling consisting of two bedrooms, kitchen, lounge, bathroom and 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 balance (plus interest at the current rate of 18,0% p.a. calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved 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.
- 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.

Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z04213.)

Case No. 14473/99

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

In the matter between BOE BANK LIMITED, Execution Creditor, and INSHAAF KHAN, Execution Debtor

In execution of the judgment of the Magistrate's Court of Mitchells Plain in the above matter, a sale will be held on Tuesday, 8 February 2000 at 10:00, in front of the Mitchells Plain Magistrate's Court-house:

Erf 19535, Mitchells Plain, situated at 152 Agapanthus Street, Lentegeur, Mitchells Plain, measuring one hundred and forty-three square metres, held by Title Deed T97968/98.

Description: A semi-detached residential dwelling under a tiled roof consisting of three bedrooms, bathroom, toilet, kitchen and lounge.

Conditions of sale:

- 1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944 (as amended), the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser, subject to the provisions of Section 66 of the above Act.
- 2. One-tenth (1/10) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling building society rate to be paid against registration of transfer, and secured within fourteen (14) days after date of sale by a bank or building society guarantee.

And subject to the further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court, Mitchells Plain, telephone number 31-5191.

Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z04920.)

Case No. 1077/99

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

In the matter between ABSA BANK LIMITED, trading as MAYNARD MALL, Plaintiff, and CARL LANCE ATKINS, First Defendant, and GISELLE AMALIE ATKINS, Second Defendant

The following property will be sold at the site of the premises, on Wednesday, 9 February 2000 at 13:00, to the highest bidder:

Erf 2797, Ocean View, situated at 42 Buffal Road, Ocean View, measuring two hundred and seventy-five square metres, held by Title Deed T62523/93.

Description: A brick walled residential dwelling under an asbestos roof consisting of lounge, kitchen, bathroom, toilet and garage.

- 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 21,0% p.a. calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved 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.
- 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.

Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z04724.)

Saak No. 4084/98

IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

In die saak tussen MALMESBURY PLAASLIKE OORGANGSRAAD, Eksekusieskuldeiser, en J. M. en S. NCWANA, Eksekusieskuldenaars

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof op 12 Januarie 1999 in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, Malmesbury, op 3 Februarie 2000 om 11:00, te Koinoniastraat 1454, Riebeek-Wes, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Baliu:

Sekere Erf 1454, Riebeek-Wes, in die gebied van die Malmesbury Plaalikse Oorgangsraad, afdeling Malmesbury, provinsie Wes-Kaap, groot 247 (tweehonderd sewe-en-veertig) vierkante meter, ook bekend as Koinoniastraat 1454, Riebeek-Wes.

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

Terme.

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

Geteken te Malmesbury op die 23ste dag van November 1999.

Pierre Du Plessis & Mostert, Prokureur vir Eksekusieskuldeiser, Veritasgebou, Piet Retiefstraat 13 (Posbus 5), Malmesbury, 7299. [Tel. (022) 482-1101.]

Saak No. 487/99

IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

In die saak tussen MALMESBURY MOTORS (EDMS.) BEPERK, Eksekusieskuldeiser, en ROCCO DE VILLIERS, handeldrywende as DIFFY'S VERVOER, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof op 11 Maart 1999 in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, Malmesbury, op 3 Februarie 2000 om 10:30, te Langstraat 1, Riebeek-Wes, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 261, Riebeek-Wes, in die gebied van die Malmesbury Plaalikse Oorgangsraad, afdeling Malmesbury, provinsie Wes-Kaap, groot 553 (vyfhonderd drie-en-vyftig) vierkante meter, ook bekend as Langstraat 1, Riebeek-Wes.

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

Terme:

10% (tien persent) van die koopprys en 5% (vyf persent) afslaersgelde tot en met R30 000,00 en daarna 3% (drie persent) met 'n maksimum van R7 000,00 en 'n minimum van R260,00 in kontant op die veilingsdag; die balans teen oordrag wat verseker moet word deur 'n bank, bougenootskap of ander aanvaarbare waarborg wat aan die Balju gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 15,5% per jaar, vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik ABSA Bank, in wie se guns verbande oor die eiendom geregistreer is.

Geteken te Malmesbury op die 22ste dag van November 1999.

Pierre Du Plessis & Mostert, Prokureur vir Eksekusieskuldeiser, Veritasgebou, Piet Retiefstraat 13 (Posbus 5), Malmesbury, 7299. [Tel. (022) 482-1101.]

Saak No. 4699/98

IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

In die saak tussen MALMESBURY PLAASLIKE OORGANGSRAAD, Eksekusieskuldeiser, en BARBARA KOCK, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof op 26 Januarie 1999 in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, Malmesbury, op 3 Februarie 2000 om 11:00, te Koinoniastraat 1450, Riebeek-Wes, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 1450, Riebeek-Wes, in die gebied van die Malmesbury Plaalikse Oorgangsraad, afdeling Malmesbury, provinsie Wes-Kaap, groot 296 (tweehonderd ses-en-negentig) vierkante meter, ook bekend as Koinoniastraat 1450, Riebeek-Wes.

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

Terme:

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

Geteken te Malmesbury op die 12de dag van November 1999.

Pierre Du Plessis & Mostert, Prokureur vir Eksekusieskuldeiser, Veritasgebou, Piet Retiefstraat 13 (Posbus 5), Malmesbury, 7299. [Tel. (022) 482-1101.]

Saak No. 5322/99

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en C. J. DU TOIT, Eerste Eksekusieskuldenaar, en A. A. DU TOIT, Tweede Eksekusieskuldenaar

Die volgende eiendom sal in eksekusie verkoop word per openbare veiling op die perseel te Retiefstraat 5, De Doorns, op 2 Februarie 2000 om 10:00, aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 154, De Doorns, groot 1 201 (eenduisend tweehonderd-en-een) vierkante meter, gehou kragtens Transportakte T39339/89, bekend as Retiefstraat 5, De Doorns.

Verkoopvoorwaardes:

- 1. Die verkoopvoorwaardes wat onmiddellik voor die verkoping uitgelees 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 ingangsportaal, sitkamer, familiekamer, eetkamer, studeerkamer, kombuis, drie slaapkamers, badkamer, twee stoorkamers, aparte toilet en motorhuis.
 - 3. Die koopprys moet soos volg betaal word:
 - 3.1 'n Deposito van tien persent (10%) by wyse van kontant of 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 sestien komma vyf persentum (16,50%) 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 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 4de dag van November 1999.

Muller Terblanche & Beyers, Kerkstraat 66 (Posbus 18), Worcester 6849. (Verw. VD1694.)

Saak No. 3874/98

IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

In die saak tussen MALMESBURY PLAASLIKE OORGANGSRAAD, Eksekusieskuldeiser, en I. AANA CC, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof op 12 Januarie 1999 in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, Malmesbury, op 4 Februarie 2000 om 10:00, te Jakarandastraat 23, Malmesbury, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 1748, Malmesbury, in die gebied van die Malmesbury Plaalikse Oorgangsraad, afdeling Malmesbury, provinsie Wes-Kaap, groot 1 190 (eenduisend eenhonderd-en-negentig) vierkante meter, ook bekend as Jakarandastraat 23, Malmesbury.

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

Terme:

10% (tien persent) van die koopprys en 5% (vyf persent) afslaersgelde tot en met R30 000,00 en daarna 3% (drie persent) met 'n maksimum van R7 000,00 en 'n minimum van R260,00 in kontant op die veilingsdag; die balans teen oordrag wat verseker moet word deur 'n bank, bougenootskap of ander aanvaarbare waarborg wat aan die Balju gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 15,5% per jaar, vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik ABSA Bank, in wie se guns verbande oor die eiendom geregistreer is.

Geteken te Malmesbury op die 12de dag van November 1999.

Pierre Du Plessis & Mostert, Prokureur vir Eksekusieskuldeiser, Veritasgebou, Piet Retiefstraat 13 (Posbus 5), Malmesbury, 7299. [Tel. (022) 482-1101.]

Saak No. 4644/99

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en J. PIENAAR, Eerste Eksekusieskuldenaar, en M. PIENAAR, Tweede Eksekusieskuldenaar

Die volgende eiendom sal in eksekusie verkoop word per openbare veiling op die perseel te Westministerstraat 29, Worcester, op 3 Februarie 2000 om 10:00, aan die persoon wie die hoogste aanbod naam, naamlik:

Erf 9399, Worcester, groot 343 (driehonderd drie-en-veertig) vierkante meter, gehou kragtens Transportakte T22927/92, bekend as Westministerstraat 29, Worcester.

Verkoopvoorwaardes:

- Die verkoopvoorwaardes wat onmiddellik voor die verkoping uitgelees 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 eetkamer, kombuis, drie slaapkamers, twee badkamers en motorhuis.
 - 3. Die koopprys moet soos volg betaal word:
 - 3.1 'n Deposito van tien persent (10%) by wyse van kontant of 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 negentien persentum (19%) 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 4de dag van November 1999.

Muller Terblanche & Beyers, Kerkstraat 66 (Posbus 18), Worcester 6849. (Verw. VP1457.)

Case No. 11389/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and GERHARDUS JOHANNES JAKOBUS DU PLESSIS, Defendant

The following property will be sold in execution by public auction held at 4 Villette Street, Bellville, to the highest bidder on 20 January 2000 at 11:30:

Erf 2952, Bellville, in extent 718 square metres, held by Deed of Transfer T36500/1973, situated at 4 Villette Street, Bellville.

Conditions:

- 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, Bellville.
- 2. The following information is furnished but not guaranteed: Four bedrooms, lounge, dining-room, kitchen, two bathrooms, double garage and tiled roof.
- 3. Payment: Ten per centum of the purchase price on the day of the sale and the balance together with interest at the current rate of 21% 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 this 20th day of October 1999.

Buchanan Boyes Attorneys, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Ref. T. M. Chase/BL/135525.)

Case No. 9238/99

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

In the matter between FIRSTRAND BANK LTD, formerly FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and ALBE JOHN OLIVER, First Defendant, and THERESA GAIL OLIVER, Second Defendant

The following property will be sold in execution by public auction held at Magistrate's Court, Kuils River, to the highest bidder on Wednesday, 2 February 2000 at 09:00:

Erf 8824, Kuils River, in extent 470 square metres, held by Deed of Transfer T32895/1989, situated at 47 De La Cruz Street, Highbury, Kuils River.

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, Bellville/Kuils River's address.
- 2. The following information is furnished but not guaranteed: Three bedrooms, lounge, dining-room, kitchen, one and a half bathrooms and double garage.
- 3. Payment: Ten per centum of the purchase price on the day of the sale and the balance together with interest at the current rate of 17,50% 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 this 10th day of November 1999.

Buchanan Boyes Attorneys, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, 8 Riebeeck Street, Cape Town. (Ref. Mrs D. Jardine/62805.)

Case No. 34799/97

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

In the matter between ABSA BANK LIMITED, Execution Creditor, versus PATRICIA CORNELIA MCGEE, Execution Debtor

The following property will be sold in execution by public auction held at the offices of the Sheriff of the Court, Mandatum Building, 44 Barrack Street, Cape Town, to the highest bidder on 25 January 2000 at 09:30:

Erf 3183, Montague Gardens, in the Blaauwberg Municipality, Division of Cape, Western Cape Province, in extent 237 (two hundred and thirty-seven) square metres, held by Deed of Transfer T5180/1993, situated at 13 Shannon Greens, Summer Greens, Milnerton.

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 tiled roof dwelling comprising three bedrooms, kitchen, bathroom, lounge and 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 15,5% 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 this 23rd day of November 1999.

Buchanan Boyes Attorneys, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeek Street, Cape Town. (Tel. 419-6469.)

Case No. 27850/99

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

In the matter between FIRSTRAND BANK LIMITED, formerly FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and REGINALD VINCENT ADONIS, First Defendant, and ADELAID ADONIS, Second Defendant

The following property will be sold in execution by public auction held at the Sheriff's Office, Mandatum Building, 44 Barrack Street, Cape Town, to the highest bidder on Tuesday, 25 January 2000 at 10:00:

Erf 24963, Milnerton, in extent 113 square metres, held by Deed of Transfer T29835/97, situated at 7 Zeus Drive, Phoenix, Milnerton.

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, Cape Town's address.
- 2. The following information is furnished but not guaranteed: A tiled roof dwelling consisting of two bedrooms, bathroom, lounge and kitchen.
- 3. Payment: Ten per centum of the purchase price on the day of the sale and the balance together with interest at the current rate of 16,50% per annum, or prevailing rate applicable 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 this 29th day of November 1999.

Buchanan Boyes Attorneys, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, 8 Riebeeck Street, Cape Town. (Ref. Mrs D. Jardine/63137.)

Case No. 37373/99

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

In the matter between FIRSTRAND BANK LIMITED, formerly FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and FELICITY MAGDALENE CORNELIA FORTUIN, Defendant

The following property will be sold in execution by public auction held at Bellville Magistrate's Court, to the highest bidder on Tuesday, 1 February 2000 at 09:00:

Erf 24915, Bellville, in extent 202 square metres, held by Deed of Transfer T35724/1994, situated at 63 Bloemendal Avenue, Extension 13, Belhar.

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, Bellville's address.
- 2. The following information is furnished but not guaranteed: Lounge, kitchen, three bedrooms, bathroom, toilet and asbestos roof.
- 3. Payment: Ten per centum of the purchase price on the day of the sale and the balance together with interest at the current rate of 16,5% per annum, or prevailing rate applicable 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 this 6th day of November 1999.

Buchanan Boyes Attorneys, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, 8 Riebeeck Street, Cape Town. (Ref. Mrs D. Jardine/63243.)

Case No. 15012/99

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

In the matter between FIRSTRAND BANK LIMITED, formerly FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and TREVOR CECIL MORGANDAL, First Defendant, and ISABELLA MORGENDAL, Second Defendant

The following property will be sold in execution by public auction held at the Goodwood Magistrate's Court, to the highest bidder on Tuesday, 1 February 2000 at 08:30:

Erf 141225, Cape Town, in extent 327 square metres, held by Deed of Transfer T79284/1995, situated at 10 Assegaai Avenue, Bonteheuwel.

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, Goodwood's address.
- 2. The following information is furnished but not guaranteed: Asbestos roof, brick walls, lounge, kitchen, two bedrooms and bathroom.

3. Payment: Ten per centum of the purchase price on the day of the sale and the balance together with interest at the current rate of 16,50% per annum, or prevailing rate applicable 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 this 24th day of November 1999.

Buchanan Boyes Attorneys, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, 8 Riebeeck Street, Cape Town. (Ref. Mrs D. Jardine/63330.)

Case No. 46386/97

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

In the matter between ABSA BANK LIMITED, versus WAYNE RHODE, First Execution Debtor, and AMANDA DAWN RHODE, Second Execution Debtor

The following property will be sold in execution by public auction held at Wynberg Magistrate's Court, to the highest bidder on Tuesday, 28 January 2000 at 12:00:

A unit consisting of:

- (a) Section 37, as shown and more fully described on Sectional Plan SS223/1989, in the scheme known as Sandpiper Mansions, in respect of the land and building or buildings situated at Gardens, in the Municipality of Cape Town, Cape Division, of which the floor area is 50 (fifty) square metres in extent; and
- (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Certificate of Registered Sectional Title ST1601/96 (Unit), also known as 37 Sandpiper Mansions, Lake Road, Grassy Park.

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 ground floor flat comprising two bedrooms, kitchen, lounge, bathroom and toilet.
- 3. Payment: Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 15,5% 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 this 23rd day of November 1999.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.)

Case No. 10042/99

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

In the matter between ABSA BANK LIMITED, versus CLIVE LIONEL DANIELS and EILEEN DANIELS

The following property will be sold in execution by public auction held at Kuils River Magistrate's Court, to the highest bidder on 24 January 2000 at 09:00:

Erf 3665, Eerste River, in extent 363 (three hundred and sixty-three) square metres, held by Deed of Transfer T60462/93, situated at 25 Flamboyant Street, Eerste River.

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 dwelling consisting of three bedrooms, lounge, kitchen and 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 15,5% 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 this 22nd day of November 1999.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeek Street, Cape Town. (Tel. 419-6469.)

Case No. 16645/98

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

In the matter between ABSA BANK LIMITED, versus JOHANNA HERMINA DEETLEFS

The following property will be sold in execution by public auction held at Kuils River Magistrate's Court, to the highest bidder on 26 January 2000 at 09:00:

Erf 2666, Kuils River, in extent 991 (nine hundred and ninety-one) square metres, held by Deed of Transfer T43359/93, situated at 24 Paalkrans Street, Elim, Kuils River.

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 dwelling consisting of three bedrooms, lounge, dining-room, two bathrooms, kitchen and double 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 15,5% 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 this 19th day of November 1999.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeek Street, Cape Town. (Tel. 419-6469.)

Case No. 2/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBERT HELD AT BURGERSDORP

In the matter between BERG MEUBELS, Plaintiff, and N. S. MATHISO, Defendant

In pursuance of a judgment in the Court of the Magistrate of Burgersdorp and a warrant of execution dated 5 February 1993, the following property will be sold in execution by public auction on 4 February 2000 at 09:00, at the Magistrate's Office, Burgersdorp, by the Messenger of the Court, Burgersdorp:

Certain: Erven 193, Burgersdorp, in the area of Burgersdorp Transitional Local Council, Division of Albert, Eastern Cape Province, measuring 263 square metres, situated at 193 Mzamomhle, Burgersdorp, held by Deed of Sale TL955/1995PE.

Conditions of sale:

- (a) The property will be sold subjected to the Rules and conditions of the Magistrates' Courts Act.
- (b) The purchaser shall pay a deposit of 10% of the purchase price in cash on the day of 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 Messenger of the Court within (21) days after the day of sale in execution.

The conditions of sale may be inspected at the Messenger of the Court's Office at Taylor Street, Burgersdorp North, during office hours.

Signed at Burgersdorp on this 7th day of December 1999.

Horn & Lotz, Attorneys for Plaintiff, P.O. Box 14, Burgersdorp. (Ref. LH/jvs A8987.)

Saak No. 4971/98

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen NEDCOR BANK BEPERK (voorheen NEDPERM BANK BPK.) (voorheen SUID-AFRIKAANSE PERMANENTE BOUVERENIGING), Eiser, en REDA ARENDS, Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 14 September 1999, sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju op Donderdag, 27 Januarie 2000 om 11:00, voor die Landdroskantoor te Durbanstraat, Uitenhage, aan die hoogste bieder:

Erf 4224, Uitenhage, in die gebied Uitenhage Plaaslike Oorgangsraad, afdeling Uitenhage, provinsie Oos-Kaap, groot 317 (driehonderd-en-sewentien) vierkante meter, gehou kragtens Transportakte T46982/87 ten opsigte van die een halwe (½) aandeel en kragtens Transportakte T2090/92 ten opsigte van die ander een halwe (½) aandeel, geleë te Abbotweg 31, Uitenhage.

Alhoewel niks gewaarborg word nie, word dit verstaan dat die eiendom gesoneer is vir residensiële doeleindes en verbeter is met 'n woning onder 'n asbesdak wat bestaan uit twee slaapkamers, sitkamer, kombuis, badkamer en enkelmotorhuis.

Terme en voorwaardes: Die koopprys sal betaalbaar wees teen 10% daarvan tydens die verkoping plus Balju (Afslaers) koste teen 5% op die eerste R30 000 (dertigduisend rand) en daarna 3% tot 'n maksimum fooi van R7 000 (seweduisend rand) vir die balans moet 'n aanneembare bank- of bouverenigingwaarborg aan die Balju voorsien word binne veertien (14) dae vanaf datum van die verkoping

Voorwaardes van verkoping: Volle besonderhede van die verkoopvoorwaardes sal ter insae lê en kan nagegaan word by die kantoor van die Balju, mnr. P. Le Roux, Bairdstraat 4, Uitenhage.

Gedateer te Uitenhage op hierdie 14de dag van Desember 1999.

Kitchings, Prokureurs vir Eiser, Kanonstraat 48, Uitenhage. (Verw. EJK/ki/E0240N.)

Saak No. 28208/99

IN DIE HOËR HOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen NEDCOR BANK BEPERK, Eiser, en ELKE CRANZ (nou FENNIE), Verweerder

'n Eksekusieverkoping van ondergenoemde onroerende eiendom word gehou deur die Balju, Kaapstad, te 1 Krynauw Hof, Unionstraat, Tuine, Kaapstad, op Dinsdag, 25 Januarie 2000 om 10:00:

Die volledige verkoopvoorwaardes lê ter insae by die kantore van die Balju, Kaapstad, Mandatumgebou, Barrackstraat 44, Kaapstad, en sal uitgelees word voor aanvang van die verkoping. Geen waarborge word gegee ten opsigte van enige beskrywing, grootte en/of verbeterings van die eiendom nie.

Eiendom:

- (1) Deeltitel Eenhede bestaande uit:
- (a) Deel 6 soos getoon en vollediger beskryf op Deelplan SS21/1981 in die Skema bekend as Krynauw Hof ten opsigte van die grond en gebou of geboue geleë te Kaapstad, in die Stad van Kaapstad, van welke dele die vloeroppervlaktes volgens voormelde deelplan onderskeidelik 64 (vier-en-sestig) vierkante meter groot is; en ook
- (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 die genoemde deelplan aangeteken.
 - (2) Deeltitel Eenhede bestaande uit:
- (a) Deel 28 soos getoon en vollediger beskryf op Deelplan SS21/1981 in die Skema bekend as Krynauwhof ten opsigte van die grond en gebou of geboue geleë te Kaapstad, in die Stad van Kaapstad, van welke dele die vloeroppervlaktes volgens voormelde deelplan onderskeidelik 18 (agtien) vierkante meter groot is; en ook
- (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 die genoemde deelplan aangeteken, ook bekend as 1 Krynauwhof, Unionstraat, Tuine, Kaapstad.

Verbeteringe: Deeltiteleenheid: Slaapkamer, badkamer, leefarea en motorhuis.

Findlay & Niemeyer Ingelyf, Prokureurs vir Eiser, Posbus 801, Pretoria. [Tel. (012) 342-9164.] (Verw. mnr. Croucamp/Belinda/E2777.)

Case No. 18173/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and MATTHEW FRED FORTUNE, First Defendant, and JENNIFER FORTUNE, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, the following will be sold in execution on 8 February 2000 at 10:00, Mitchells Plain Court, to the highest bidder:

Erf 36398, Mitchells Plain, Cape, 160 square metres, held by Deed of Transfer T78361/97, situated at 26 Atlas Street, Tafelsig, Mitchells Plain, semi-detached brick building under asbestos roof consisting of three bedrooms, bathroom/w.c., 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 Magistrates' Courts Act and the Rules made thereunder and of the title deeds in so far as these are applicable.

- 2. A deposit of ten per cent of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.
- 3. The balance (plus interest at the current rate of 20,75% 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, Mitchells Plain.

Dated at Cape Town on this 3rd day of December 1999.

C. & A. Friedlander Inc., Plaintiff's Attorneys, Third Floor, 42 Keerom Street, Cape Town. (Ref. C. L. Silverwood/Z02888.)

Case No. 753/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and Miss N. N. NGEJU, Defendant

In execution of a judgment granted in the above Court on 11 June 1996 the following property will be sold by public auction at the Magistrate's Court, Grahamstown, at 12:00, Friday, 28 January 2000:

The right, title and interest in the leasehold in respect of Erf 731, Rini, situated in the area of the Grahamstown Transitional Local Council, Division of Albany, Province of the Eastern Cape, in extent 430 square metres, held under Deed of Transfer T2654/95.

The property consists of a dwelling-house, concrete under asbestos, consisting of two bedrooms, lounge, kitchen and bathroom.

Conditions of sale:

- 1. The property will be sold voetstoots to the highest bidder by public auction subject to any servitudes and conditions attaching to the property contained in the relevant title.
 - 2. All Municipal and Divisional Council rates shall be paid in full prior to transfer.
- 3. The purchaser shall pay a deposit of 10% of the purchase price in cash on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within 14 days after the date of the sale.
 - 4. The purchaser shall pay the auctioneer's charges on the day of the sale.
 - 5. The full conditions of sale may be inspected at the offices of the Sheriff and at the offices of the attorneys for the Plaintiff. Wheeldon Rushmere & Cole, Attorneys for Plaintiff, 119 High Street, Grahamstown. (Ref. Mr Laing.)

Case No. 46976/92

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

ABSA BANK LIMITED versus MOHAMMAD FAAIZ DAVIDS

The following property will be sold in execution at the site of the property, 38 Hanbury Road, Lansdowne, Western Cape, on Thursday, 3 February 2000 at 12:00, to the highest bidder:

Erf 59719, Cape Town at Lansdowne, in extent 446 square metres, held by T30554/1992, situated at 38 Hanbury Road, Lansdowne, Western Cape.

- 1. The following improvements are reported but not guaranteed: Dwelling comprising two residential units: Two lounge, two kitchens, four bedrooms and two bathrooms/toilets.
- 2. Payment: Ten per centum of the purchase price shall be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance thereof against registration of transfer together with interest at the rate of 15,5% per annum, or the prevailing rate, on the full purchase price, calculated and capitalised monthly from date of sale to date of transfer and shall be secured by an acceptable bank guarantee to be delivered within 14 days of the date of sale.
 - 3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
- 4. Conditions: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Cliffe Dekker Fuller Moore Inc. (Incorporating Silberbauers), Attorneys for Plaintiff, 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. 103268/cs.)

SALE IN EXECUTION

NEDCOR BANK LIMITED *versus* S. R. and N. A. MBELE GOODWOOD, Case No. 9626/99

The property: Erf 3756, Langa, in the area of Ikapa Town Council, Administrative District of The Cape, in extent 265 square metres, situated at 23 Lekoma Way, Settlers Place, Langa.

Improvements (not guaranteed): Tiled roof, brick walls, lounge, kitchen, three bedrooms, bathroom and single garage.

Date of sale: 28 January 2000 at 09:00.

Place of sale: Goodwood Magistrate's Court.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchaser price payable as follows: R2 500 in cash or by bank cheque upon signature of the conditions of sale; 10% of the purchase price less the sum of R2 500 in cash or by bank cheque on the day of the 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, Epping Avenue, Elsies River.

Matz Watermeyer, Attorneys for Judgment Creditor, Fifth Floor, Norwich Life Terrace, 25 Protea Road, Claremont.

Case No. 24851/97

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

In the matter between FIRST NATIONAL BANK OF SA LTD, Plaintiff (Execution Creditor), and CAROLINE HENDRICKS, Defendant (Execution Debtor)

In pursuance of a judgment by the Court granted in the above suit the following immovable property will on 1 February 2000 at 09:00 be sold in execution. The auction will take place at the Bellville Magistrate's Court and the property to be sold is:

Erf 617, Gaylee, in the Oosternberg Municipality, Division of Stellenbosch, Western Cape Province, situated at 13 Roger Street, Blackheath.

The following information is furnished as to the improvements though in this respect nothing is guaranteed: Five bedrooms, lounge, kitchen, bathroom/toilet and double garage.

Terms:

- 1. The sale will be voetstoots without reserve and to the highest bidder but subject to the Magistrates' Courts Act and Rules and all conditions contained in the title deed under which the property is held.
- 2. Auctioneer's charges and 10% of the purchase price payable on the day of the sale and the balance to be secured within fourteen (14) days of the sale.
- 3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff of the above Court.

Signed at Cape Town this 10th day of December 1999.

G. C. Cooper, for Mostert & Bosman, Attorney for Plaintiff, Third Floor, Leadership House, 40 Shortmarket Street (P.O. Box 1456), Cape Town. (Ref. G. C. Cooper/TVE/W07469.)

Saak No. 1875/98

IN DIE LANDDROSHOF VIR DIE DISTRIK OUDTSHOORN GEHOU TE OUDTSHOORN

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en ERROL BERNARD POGGENPOEL, Eerste Verweerder, en HEATHER DAWN POGGENPOEL, Tweede Verweerderes

Ingevolge 'n vonnis toegestaan deur die Landdroshof op 11 Maart 1999 en 'n lasbrief vir eksekusie uitgereik te Oudtshoorn, sal die ondergemelde eiendom in eksekusie verkoop word aan die hoogste bieër op Vrydag, 28 Januarie 2000 om 10:00, voor die Landdroshofgebou, St Johnstraat, Oudtshoorn, naamlik:

Erf 6312, Oudtshoorn, in die munisipaliteit en afdeling Oudtshoorn, groot seshonderd-en-agtien (618) vierkante meter, gehou deur die Komparant se Lasgewer kragtens Transportakte T39660/1980 onderhewig aan die voorwaardes daarin genoem.

Straatadres: Van der Merwestraat 15, Oudtshoorn.

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 titelakte waaronder die eiendom gehou word.
- 2. Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie: Woonhuis bestaande uit sitkamer, eetkamer, gesinskamer, drie slaapkamers, badkamer, stort, bad, toilet en motorafdak.
 - 3. Terme: 10% (tien persent) van die koopprys op die dag van die verkoping.
 - 4. 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, landmeterskostes, padkonstruksieheffings en onbetaalde dreineringslenings wat betaalbaar mag wees, asook alle meegaande fooie;
- (b) alle lopende sowel as agterstallige belastings, agterstallige diensfooie plus rente daarop betaalbaar en regskoste in verband daarmee, asook sodanige munisipale leningsheffings en fooie as wat regtens betaalbaar mag wees voordat transport geregistreer kan word;
 - (c) koste van advertensie van hierdie verkoping, sowel as eksekusie en invorderingskommissie indien enige;
 - (d) (i) die afslaer se kommissie bereken teen 4% op die koopprys plus 14% BTW;
- (ii) die Balju se kommissie teen 2,5% op die eerste R30 000 and 1,5% op die balans onderhewig aan 'n maksimum van R4 000 en 'n minimum van R260 plus BTW; en
 - (e) belasting op toegevoegde waarde op die koopprys, indien daar sodanige belasting betaalbaar is;
 - (f) die koste vir opstel van die verkoopvoorwaardes.
- 5. 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 Oudtshoorn hierdie 10de dag van Desember 1999.

Duvenage Keyser & Jonck, Prokureurs vir Eiser, Unitedgebou, Hoogstraat 123 (Posbus 104), Oudtshoorn.

Case No. 1887/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between FIRSTRAND BANK LIMITED, formerly FIRST NATIONAL BANK OF S.A. LTD, Plaintiff, and HAROLD EUGENE EVERARD VAN WYK, First Defendant, and EVELYN DORIS VAN WYK, Second Defendant

In pursuance of a judgment of the above Honourable Court the property described hereunder will be sold at the premises of the immovable property commonly known as 32 Dabchick Street, Aylesbury, Macassar, on Tuesday, 25 January 2000 at 15:00, namely:

Erf 4898, Macassar, situated in the Municipality of Helderberg, Division of Stellenbosch, Province of the Western Cape, in extent 122 (one hundred and twenty-two) square metres, held by Deed of Transfer T102265/1996, also known as 32 Dabchick Street, Aylesbury Park, Macassar, which property is said, without warranty as to the correctness thereof, to comprise of bedroom, lounge/kitchen, bathroom/toilet and asbestos roof.

Conditions of sale:

- 1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots 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 to be paid against registration of transfer, which shall be given and taken as soon as possible after the sale.
- 3. The balance (plus interest at the current rate of 21,25% per annum, subject to change, calculated on the Capital Judgment Creditor's claim from date of sale to date of the 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 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 Messenger of the Court, and at the offices of the undersigned.

Dated at Somerset West on this 30th day of November 1999.

Auctioneer: The Sheriff of the Court, P.O. Box 77, Somerset West, 7129.

Morkel & De Villiers Inc., Attorneys for Plaintiff, The Forum, 13 Drama Street, Somerset West, 7129. (Tel. 951-2928/9.) (Ref. PDuT/fh.)

Case No. 163/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between NEDCOR BANK LIMITED, Plaintiff, and ERICA CONSTANCE DE VILLIERS, Defendant

In terms of a judgment given in the Magistrate's Court at Somerset West on 8 February 1996, and under a warrant of execution issued thereafter, the following immovable property known as:

Erf 1880, Somerset West, in the Municipality of Helderberg, Division of Stellenbosch, Western Cape Province, measuring 1 149 square metres, held by Deed of Transfer T64503/1994, also known as 21 Jacqueshill Crescent, Somerset West, will be sold in execution on 1 February 2000 at 11:00, at 21 Jaqueshill Crescent, Somerset West, 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, Somerset West, 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 Magistrates' Courts Act and the Rules made thereunder.
- 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 Creditors' attorneys providing for payment within fourteen days of the balance of the purchase price and interest.
- 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: Three bedrooms, lounge, dining-room, kitchen, bathroom, toilet, single garage, swimming-pool, outside room with toilet.

Dated at Somerset West on this 10th day of December 1999.

P. du Toit, for Morkel & De Villiers Inc., The Forum, 13 Drama Street, Somerset West; P.O. Box 112, Somerset West, 7129. [Tel. (021) 851-2928.]

Case No. 55/99

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and NOMVUYO JUNIE BEKWA, Judgment Debtor

In pursuance of judgment granted on 27 May 1999, in the Magistrate's Court for the District of Cathcart, and under a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 26 January 2000 at 10:00, at 964 Kati Kati, Cathcart, to the highest bidder:

Description: Erf 964, Kati Kati, Administrative District of Cathcart, Eastern Cape Province, in extent 312 (three hundred and twelve) square metres.

Postal address: 964 Kati Kati, Cathcart.

Improvements: Whilst nothing is guaranteed, it is understood that the property comprises of a conventional type dwelling, consisting of three bedrooms, kitchen, lounge, dining-room and two bathrooms.

The property is registered in the name of the Defendant.

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
- 2. The property will be sold voetstoots and as it stands, subject to the conditions of the existing title deed. Neither the Plaintiff nor the Sheriff give any warranty as to the property to be sold.
- 3. One-tenth (¹/₁₀th) of the purchase price, shall be paid in cash or by means of a bank-guaranteed cheque immediately after the property is declared sold and the balance of the purchase price together with interest thereon of 21,00% per annum, or such interest rate as is required by the Sheriff, is to be paid against registration of transfer, due payment of which must be guaranteed within fourteen days after the date of sale by a bank or building society guarantee.
- 4. The Plaintiff shall be entitled to appoint its attorneys to attend to the transfer of the property into the name of the purchaser. The purchaser shall pay all transfer costs, current rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.
- 5. The sale is subject to further conditions which will be read out at the time of the sale and which may be inspected at the Magistrates' Office, Cathcart.

Dated at Queenstown on this 13th day of December 1999.

Bowes McDougall Inc., Plaintiff's Attorneys, 27A Prince Alfred Street, Queenstown, 5320; P.O. Box 639, Queenstown, 5320. [Tel. (0451) 8-2053.] (Ref. Mr Coetzee/ldb/W20857.)

Case No. 16111/99

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

In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION), Execution Creditor, and DOREEN BAKER, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Mitchells Plain dated 31 August 1999 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held in front of the Court House at Mitchells Plain, to the highest bidder on 3 February 2000 at 10:00:

Erf 3612, Mitchells Plain in the City of Cape Town, Cape Division, Western Cape Province, in extent 126 (one hundred and twenty six) square metres.

Street address: 47 Rhone Road, Westridge, 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 Magistrates' Courts 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: Semi-detached double storey dwelling with asbestos roof and brick walls consisting of 3 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, 2 Mulberry Way, Strandfontein.
 - 4. Payment shall be effected as follows:
 - (i) A deposit of 10% (ten per centum) in cash or by bank guaranteed cheque at the time of the sale.
- (ii) The balance against registration of transfer together with interest on the full purchase price at the rate of 20% (twenty per centum) per annum, (and in the event of the immovable property being subject to any claim preferent to that of the Plaintiff, then also the interest payable on such claim) calculated and capitalised monthly from the date of sale to the date of transfer, both dates inclusive, the said balance plus interest to be secured by a bank guarantee in a form acceptable to the Plaintiff's conveyancers.

Dated at Bellville on 15 December 1999.

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

Case No. 1270/99

IN THE HIGH COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and MICHAEL ANGELO CARELSEN, First Defendant, and AUGUSTINE LUCY CARELSEN, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 30 July 1999, and the warrant of execution dated 13 August 1999, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 28 January 2000 at 15:00, at Sheriff's Auction Room, 15 Rink Street, Port Elizabeth, corner of Rink and Clyde Street, Port Elizabeth:

Erf 7544, Bethelsdorp in the Municipality and Administrative District of Port Elizabeth, measuring 487 (four hundred and eighty seven) square metres, held by Deed of Transfer No. T.14051/1991, situate at 22 November Street, Bethelsdorp, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed:

Brick under tile dwelling with lounge, kitchen, 3 bedrooms, 1 bathroom/w.c. and single garage.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of the Sheriff of the above Honourable Court.

Material conditions of sale: The purchase price will be payable by means of a deposit of 10% and the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished within 14 days of the date of the sale. Sheriff's charges at 5% on the first R30 000,00 and 3% on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth this 7th day of December 1999.

McWilliams & Elliott Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. [Tel. (041) 582-1250.] (Ref. Ed Murray/ag.)

Case No. 2040/99

IN THE HIGH COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and AHOK KUMAR NAROTAM N.O., Defendant

In pursuance of a judgment of the above Honourable Court dated 20 September 1999, and the warrant of execution dated 15 October 1999, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 27 January 2000 at 11:00, at 32 Shirley Street, Newton Park, Port Elizabeth:

Erf 168, Newton Park, in the Municipality and Division of Port Elizabeth, the Province of Eastern Cape, measuring 1 673 square metres, held by Deed of Transfer No. T.97867/96, situate at 32 Shirley Street, Newton Park, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed:

Residential dwelling with entrance hall, dining room, 3 bedrooms, kitchen, bathroom/w.c., w.c., shower/w.c., double garage and servants' quarters.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of the Sheriff of the above Honourable Court.

Material conditions of sale: The purchase price will be payable by means of a deposit of 10% and the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished within 14 days of the date of the sale. Sheriff's charges at 5% on the first R30 000,00 and 3% on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth this 7th day of December 1999.

McWilliams & Elliott Inc., Plaintiff's Attorneys, Parliamentstraat 83, Sentraal, Port Elizabeth. [Tel. (041) 582-1250.] (Ref. Ed Murray/ag.)

Case No. 2245/99

IN THE HIGH COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and MICHAEL COLIN FOUCHE, Defendant

In pursuance of a judgment of the above Honourable Court dated 15 October 1999, and the warrant of execution dated 29 October 1999, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 28 January 2000 at 15:00, at Sheriff's Auction Room, 15 Rink Street, Port Elizabeth, corner of Rink and Clyde Streets, Port Elizabeth:

- (a) Section 10, as shown and more fully described on Sectional Plan No. SS338/92 in the scheme known as Golconda in respect of the land and building or buildings situate at Kabega, in the Municipality of Port Elizabeth, of which the floor area, according to the sectional plan is 92 (ninety two) square metres in extent; and
- (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer No. ST.13350/95, situate at 10 Golconda, Cape Road, Kabega Park, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed:

Sectional title unit with lounge, dining room, 2 bedrooms, kitchen and bathroom/w.c.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of the Sheriff of the above Honourable Court.

Material conditions of sale: The purchase price will be payable by means of a deposit of 10% and the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished within 14 days of the date of the sale. Sheriff's charges at 5% on the first R30 000,00 and 3% on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth this 7th day of December 1999.

McWilliams & Elliott Inc., Plaintiff's Attorneys, Parliamentstraat 83, Sentraal, Port Elizabeth. [Tel. (041) 582-1250.] (Ref. Ed Murray/ag.)

Case No. 2290/99

IN THE HIGH COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and ZOLA WILMOT NTUTU, Defendant

In pursuance of a judgment of the above Honourable Court dated 19 October 1999, and the warrant of execution dated 27 October 1999, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 28 January 2000 at 15:00, at Sheriff's Auction Room, 15 Rink Street, Port Elizabeth, corner of Rink and Clyde Street, Port Elizabeth:

- (a) Section 27, Northolme, North End as shown and more fully described on Sectional Plan No. SS79/1981 in the scheme known as Northolme in respect of the land and building or buildings situate at North End in the Municipality of Port Elizabeth, of which section the floor area, according to the sectional plan is 90 (ninety) 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 and endorsed on the said sectional plan, held by Certificate of Registered Sectional Title No. ST.24771/96, situate at 403 Northolme Court, Leyland Street, North End, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed:

Sectional title unit with entrance hall, lounge, dining room, 2 bedrooms, bathroom/w.c. and kitchen.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of the Sheriff of the above Honourable Court.

Material conditions of sale: The purchase price will be payable by means of a deposit of 10% and the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished within 14 days of the date of the sale. Sheriff's charges at 5% on the first R30 000,00 and 3% on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth this 7th day of December 1999.

McWilliams & Elliott Inc., Plaintiff's Attorneys, Parliamentstraat 83, Sentraal, Port Elizabeth. [Tel. (041) 582-1250.] (Ref. Ed Murray/ag.)

Case No. 2535/99

IN THE HIGH COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

In the matter between STANDARD BANK OF S.A. LIMITED, Plaintiff, and THEOFILUS BEETGE, Defendant

In pursuance of a judgment of the above Honourable Court dated 19 October 1999 and an attachment in execution dated 22 November 1999, the following property will be sold at Sheriff's Auction Room, Ground Floor, 15 Rink Street, Port Elizabeth, Cnr. of Rink and Clyde Streets, Port Elizabeth, by public auction on Friday, 4 February 2000 at 15:00:

Remainder Erf 189, Humewood, in the Municipality and Division of Port Elizabeth, Eastern Cape Province, measuring 979 (nine hundred and seventy nine) square metres, situated at 40 Marshall Street, Humewood, Port Elizabeth.

While nothing is guaranteed, it is understood that the main building consists of 2 living rooms, 3 bedrooms, 1 kitchen and 2 bathrooms and the outbuilding consists of 2 garages while the cottage consists of 1 lounge, 3 bedrooms, 1 kitchen, 1 bathroom and 1 w.c.

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

Further details can be obtained from the offices of the Plaintiff at 173 Cape Road, Greenacres, Port Elizabeth. Telephone (041) 3969225.

Terms: 10% deposit and Sheriff's charges of 5% of the proceeds of the sale which shall be paid by the purchaser up to a price of R30 000,00 and thereafter 3% up to a maximum fee of R7 000,00 subject to a minimum of R260,00, on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days from the date of the sale.

Dated at Port Elizabeth this the 9th day of December 1999.

R. Willcock, for Joubert Galpin & Searle, Plaintiff's Attorneys, 173 Cape Road, Port Elizabeth. (Ref. R. Willcock/lvd/46447.)

Case No. 6/99

IN THE HIGH COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

In the matter between STANDARD BANK OF S.A. LIMITED, Plaintiff, and ZAYTOEN SATAAR, Defendant

In pursuance of a judgment of the above Honourable Court dated 19 February 1999 and an attachment in execution dated 29 March 1999, the following property will be sold at Sheriff's Auction Room, Ground Floor, 15 Rink Street, Port Elizabeth, Cnr of Rink and Clyde Streets, Port Elizabeth, by public auction on Friday, 4 February 2000 at 15:00:

Erf 2385, Algoa Park, Municipality and Division of Port Elizabeth, Province of the Eastern Cape, measuring 391 (three hundred and ninety one) square metres, situated at 43 Third Avenue, Algoa Park, Port Elizabeth.

While nothing is guaranteed, it is understood that the main building consists of 1 living room, 3 bedrooms, 1 kitchen and 1 bathroom while the outbuilding consists of 1 store room.

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

Further details can be obtained from the offices of the Plaintiff at 173 Cape Road, Greenacres, Port Elizabeth. Telephone (041) 3969225.

Terms: 10% deposit and Sheriff's charges of 5% of the proceeds of the sale which shall be paid by the purchaser up to a price of R30 000,00 and thereafter 3% up to a maximum fee of R7 000,00 subject to a minimum of R260,00, on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days from the date of the sale.

Dated at Port Elizabeth this the 8th day of December 1999.

R. Willcock, for Joubert Galpin & Searle, Plaintiff's Attorneys, 173 Cape Road, Port Elizabeth. (Ref. R. Willcock/lvd/46330.)

SALE IN EXECUTION

NEDCOR BANK LIMITED versus E. R. and E. E. DAVIDS

Kuils River. Case No. 35/98.

The property: Erf 2169, Eerste River, in the Local Area of Melton Rose, Stellenbosch Division, in extent 302 square metres, situate at 118 River Crescent, Eerste River.

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

Date of sale: 31 January 2000 at 09:00.

Place of sale: Kuils River Magistrate's Court.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: R2 500,00 in cash or by bank cheque upon signature of the conditions of sale; 10% of the purchase price less the sum of R2 500,00 in cash or by bank cheque on the day of the 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, Norwich Life Terrace, 25 Protea Road, Claremont.

SALE IN EXECUTION

NEDCOR BANK LIMITED versus D. M. MOMBERG

Kuils River. Case No. 1209/99.

The property: Erf 1975, Kuils River, situate in the Transitional Metropolitan Substructure Kuils River, Division of Stellenbosch, Western Cape Province, in extent 784 square metres, situate at 12 Salmon Street, Kuils River.

Improvements (not guaranteed): 3 bedrooms, 3 bathrooms, lounge, dining room, en-suite, kitchen, braai area, 2 garages and swimmingpool.

Date of sale: 31 January 2000 at 09:00.

Place of sale: Kuils River Magistrate's Court.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: R2 500,00 in cash or by bank cheque upon signature of the conditions of sale; 10% of the purchase price less the sum of R2 500,00 in cash or by bank cheque on the day of the 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, Norwich Life Terrace, 25 Protea Road, Claremont.

Saak No. 347/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VICTORIA-WES GEHOU TE VICTORIA-WES

In die saak tussen MUNISIPALITEIT VOSBURG, Vonnisskuldeiser, en J. BOESAK, Vonnisskuldenaar

Neem hiermee kennis dat ter uitvoering van 'n vonnis gegee deur die Klerk van die Hof te Victoria-Wes die volgende onroerende eiendom per openbare veiling verkoop sal word op Vrydag, 28 Januarie 2000 om 10:30, te Vyebosstraat, Skemahuis 100, Vosburg, 8780:

Erf 458, Vosburg, groot 202 vierkante meter, gehou kragtens Akte van Transportnommer T51110/1997.

Verkorte verkoopvoorwaardes: 'n Deposito van 10% (tien persent) van die koopprys behaal is betaalbaar by ondertekening van die verkoopvoorwaardes, tesame met die afslaerskommissie asook hereregte, transportkoste en agterstallige eiendomsbelasting, terwyl vir die saldo van die koopprys 'n goedgekeurde waarborg gelewer moet word binne veertien dae na datum van veiling.

Geteken te Victoria-Wes hierdie 8ste dag van Desember 1999.

Kempen & Kempen, Prokureur vir Eksekusie Eiser, Kerkstraat 84, Posbus 24, Victoria-Wes, 7070. [Tel. (053) 621-0057.] (Verw. AHF/ms.)

Saak No. 337/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VICTORIA-WES GEHOU TE VICTORIA-WES

In die saak tussen MUNISIPALITEIT VOSBURG, Vonnisskuldeiser, en J. OLIVIER, Vonnisskuldenaar

Neem hiermee kennis dat ter uitvoering van 'n vonnis gegee deur die Klerk van die Hof te Victoria-Wes die volgende onroerende eiendom per openbare veiling verkoop sal word op Vrydag, 28 Januarie 2000 om 10:00, te Brosdoringstraat, Skemahuis 63, Vosburg, 8780:

Erf 495, Vosburg, groot 178 vierkante meter, gehou kragtens Akte van Transportnommer T51029/1997.

Verkorte verkoopvoorwaardes: 'n Deposito van 10% (tien persent) van die koopprys behaal is betaalbaar by ondertekening van die verkoopvoorwaardes, tesame met die afslaerskommissie asook hereregte, transportkoste en agterstallige eiendomsbelasting, terwyl vir die saldo van die koopprys 'n goedgekeurde waarborg gelewer moet word binne veertien dae na datum van veiling.

Geteken te Victoria-Wes hierdie 8ste dag van Desember 1999.

Kempen & Kempen, Prokureur vir Eksekusie Eiser, Kerkstraat 84, Posbus 24, Victoria-Wes, 7070. [Tel. (053) 621-0057.] (Verw. AHF/ms.)

SALE IN EXECUTION

NEDCOR BANK LIMITED versus K. and F. V. DU TOIT

Kuils River. Case No. 14768/97.

The property: Erf 6703 (a portion of Erf 3022), Kuils River, in the Municipality of Kuils River, Stellenbosch Division, in extent 263 square metres, situate at 30 Sipres Street, Kuils River.

Improvements (not guaranteed): 2 bedrooms, bathroom, kitchen and lounge (attached house-semi).

Date of sale: 31 January 2000 at 09:00.

Place of sale: Kuils River Magistrate's Court.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: R2 500,00 in cash or by bank cheque upon signature of the conditions of sale; 10% of the purchase price less the sum of R2 500,00 in cash or by bank cheque on the day of the 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, Norwich Life Terrace, 25 Protea Road, Claremont.

Saak No. 352/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VICTORIA-WES GEHOU TE VICTORIA-WES

In die saak tussen MUNISIPALITEIT VOSBURG, Vonnisskuldeiser, en A. GOLIAT, Vonnisskuldenaar

Neem hiermee kennis dat ter uitvoering van 'n vonnis gegee deur die Klerk van die Hof te Victoria-Wes die volgende onroerende eiendom per openbare veiling verkoop sal word op Vrydag, 28 Januarie 2000 om 11:00, te Brosdoringstraat, Skemahuis 92, Vosburg, 8780:

Erf 446, Vosburg, groot 208 vierkante meter, gehou kragtens Akte van Transportnommer T51072/1997.

Verkorte verkoopvoorwaardes: 'n Deposito van 10% (tien persent) van die koopprys behaal is betaalbaar by ondertekening van die verkoopvoorwaardes, tesame met die afslaerskommissie asook hereregte, transportkoste en agterstallige eiendomsbelasting, terwyl vir die saldo van die koopprys 'n goedgekeurde waarborg gelewer moet word binne veertien dae na datum van veiling.

Geteken te Victoria-Wes hierdie 8ste dag van Desember 1999.

Kempen & Kempen, Prokureur vir Eksekusie Eiser, Kerkstraat 84, Posbus 24, Victoria-Wes, 7070. [Tel. (053) 621-0057.] (Verw. AHF/ms.)

Case No. 80451/98

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

In the matter between STANDARD BANK OF SA LIMITED, Plaintiff, and DANSILE JOHNSON SONDISHE, First Defendant, and THUTHUZELWA MARGARET SONDISHE, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 29 April 1999 and a writ of execution dated 30 June 1999, the property listed hereunder will be sold in execution on Friday, 4 February 2000, at the Magistrate's Court, North End, Port Elizabeth at 14:15:

Certain Erf 8438, Motherwell, Municipality and Division of Port Elizabeth, measuring 200 (two hundred) square metres, situated at 26 Mgwalana Street, Motherwell NU 6, Port Elizabeth.

Improvements: Although not guaranteed, the main building consists of 1 lounge, 2 bedrooms, 1 kitchen and 1 bath/w.c. Material conditions of sale:

- The property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the conditions of sale, the terms of the Magistrate's Court Act and the Rules made thereunder and of the title deeds, insofar as these are applicable.
- 2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 23,5% (twenty three comma five percent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court.

Dated at Port Elizabeth this the 13th day of December 1999.

Joubert Galpin & Searle, Plaintiff's Attorneys, 173 Cape Road, P O Box 59, Port Elizabeth. [Tel. (041) 396-9225.]

Case No. 10361/99

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

In the matter between FIRSTRAND BANK LIMITED (formerly FIRST NATIONAL BANK OF S.A. LTD), Plaintiff, and DIXON JOHN JANSEN, First Defendant, and CHARMAINE MARIANA REGINA JANSEN, Second Defendant

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the Magistrate's Court, Kuils River, on Wednesday, 2 February 2000 at 09:00, namely:

Erf 2489, Gaylee, situated in the Oostenberg Municipality, Stellenbosch Division, Province of the Western Cape, in extent 238 (two hundred and thirty-eight) square metres, held by Deed of Transfer T78386/1994, also known as 49 Kyenoord Road, Dennemere, Blackheath, which property is said, without warranty as to the correctness thereof, to comprise of three bedrooms, kitchen, lounge, dining-room, bathroom/toilet, tandem garage and tiled roof.

Conditions of sale:

- 1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots 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 to be paid against registration of transfer, which shall be given and taken as soon as possible after the sale.
- 3. The balance (plus interest at the current rate of 21% per annum, subject to change, calculated on the Capital Judgment Creditor's claim from date of sale to date of the 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 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 Messenger of the Court, and at the offices of the undersigned.

Dated at Cape Town on this 15th day of December 1999.

Auctioneer, the Sheriff of the Court, Docex 14, Bellville.

Lindsay & Associates, Attorneys for Plaintiff, 118 Kloof Street, Gardens, 8001. (Tel. 423-7300.) (Ref. Mrs Waters/im.)

Case No. 70587/98

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between DIAZHOF BODY CORPORATE, Execution Creditor, and Mrs M. L. GOQO, Execution Debtor

In pursance to a judgment in the Court of the Magistrate of Port Elizabeth dated 10 September 1998 and a writ of execution dated 4 October 1999, the property listed hereunder will be sold in execution on Friday, 28 January 2000 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

A unit consisting of-

- (a) Section 84, as shown and more fully described on Sectional Plan SS363/96, in the scheme known as Diazhof, in respect of the land and building or buildings situated at Mount Road, Municipality of Port Elizabeth, of which section the floor area, according to the said section plan, is 79 square metres in extent; and
- (b) an undivided share in the common property in the scheme apportioned to that said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST23255/1997, situated at 38 Connaught Place, Kensington, Port Elizabeth.

Improvements: Although not guaranteed, the property consists of a private dwelling.

Material conditions of sale:

- The property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act and the Rules made thereunder and of the title deeds in so far as these are applicable.
- 2. (a) The purchaser, other than the Plaintiff or bondholder, shall pay a deposit of 10% of the purchase price in cash on the day of sale, the balance against transfer to be secured by a bank guarantee, to be approved by Plaintiff's attorney, to be furnished to the Deputy Sheriff within 21 (twenty-one) days after the date of sale.
- (b) In addition to the purchase price, the purchaser shall pay interest at the rate of 15,50% per annum on the balance of the purchase price, or on the amount of the mortgage bond in favour of Nedcor Bank Limited (whichever is the greater) reckoned from the date of sale to the date of payment.

The purchaser shall pay the Sheriff's commission of 5% on the first R30 000 and 3% on the balance of the purchase price on the date of sale.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court, Port Elizabeth South.

Dated at Port Elizabeth on this 15th day of December 1999.

McWilliams & Elliott Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. (Ref. Ed Murray/ag.)

Case No. 28893/99

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

In the matter between FBC FIDELITY BANK LIMITED (under Curatorship), Judgment Creditor, and TALBOT MOTOR HIRE CC ABOEBAKER MOHAMED, Judgment Debtor

The property: Erf 8627, Cape Town, at Constantia, Cape Division, in extent 2 016 square metres.

Improvements (not guaranteed): Single dwelling, brick walls under a tiled roof, consisting of:

- 1. Lounge, kitchen, 2 bathroom, toilet and 3 bedrooms.
- 2. 2 bedrooms, lounge, kitchen, bathroom and toilet.

Date of sale: 2 February 2000 at 14:00.

Place of sale: 33 Strawberry Lane, Constantia, Cape Town.

Material conditions: The sale will be by public auction to the highest bidder, subject to a 10% deposit in cash or by bank cheque on the day of the 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, Electric Road, Wynberg, Western Cape, and Auction Alliance, 140 Loop Street, Cape Town, Western Cape.

Dated at Cape Town this 23rd day of December 1999.

Paul Griffiths, for Griffiths Attorneys, Attorneys for Judgment Creditor, Mezzanine Floor, Bank Chambers, 144 Longmarket Street, Cape Town. (Ref. PG/pw/W01004.)

Case No. 21268/99

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and ANTIONNET DALINA JOHANNA BRITS, Judgment Debtor

In the execution of the judgment of the Magistrate's Court, Cape Town, in the above matter, a sale will be held on Tuesday, 25 January 2000 at 11:30, at 9 Leo Street, Milnerton, being the address of the following immovable property:

Erf 19788, Milnerton, in the Blaauwberg Municipality, Cape Division, Western Cape Province, measuring 186 square metres, held by the Defendant under Deed of Transfer No. T74818/96.

Also known as 9 Leo Street, Milnerton, and comprising a dwelling consisting of 2 bedrooms, a bathroom, a kitchen and a lounge.

The said improvements are as reported, but the Judgment Creditor gives no warranty and makes no representation regarding the correctness thereof.

- 1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of Section 66 of the above Act. The price bid shall be exclusive of Value-added Tax and the Purchaser shall pay Value-added Tax on the purchase price as provided for in the Conditions of Sale, subject to the provisions thereof.
- 2. One-tenth (1/10) of the purchase price shall be paid in cash or by means of a bank cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the Conditions of Sale to be paid against registration of transfer and secured within fourteen (14) days after the date of sale by an approved bank quarantee.

And subject further to the full Conditions of Sale which will be read out immediately before the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court, Cape Town.

A bond/s will be available to an approved purchaser/s.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, 8 Darling Street, Cape Town. (Ref. L. A. Whittaker/ad 211512.)

Saak No. 81/98

IN DIE LANDDROSHOF VIR DIE DISTRIK DE AAR GEHOU TE DE AAR

In die saak tussen NEDCOR BANK BEPERK, Eiser, en WILLIAM BOOYSEN, Eerste Verweerder, en MALEFA ELIZABETH BOOYSEN, Tweede Verweerder

Ingevolge 'n vonnis gelewer op De Aar, en 'n lasbrief vir eksekusie gedateer 2 April 1998, word die eiendom hieronder beskryf, in eksekusie verkoop op 28 Januarie 2000 om 10:00, te Landdroskantoor, De Aar, aan die hoogste bieër:

Beskrywing: Erf 416, Nonzwakazi, De Aar, grootte 275 vierkante meter.

Eiendomsadres: 11de Straat 114, Nonzwakazi, De Aar.

Verbeterings: Die eiendom bestaan uit huis met twee slaapkamers, badkamer, kombuis en sitkamer, maar niks word gewaarborg.

Soos gehou deur skuldenaar kragtens Akte van Transport Nommer BL08079/89.

Die verkoping sal onderhewig wees aan die voorwaardes van die Landdroshof Wet en die reëls gepaardgaande.

Indien die koper finansiering ontvang vanaf 'n finansiële instansie, moet die koper op die dag van verkoping, geskrewe bewys lewer vanaf die genoemde finansiële instansie dat die koper kwalifiseer vir 'n lening. Die lenings bedrag mag nie minder wees as die koop bedrag.

Die koper sal aanspreeklik wees vir enige rente aan die Eiser en aan die verband houer vanaf die koop datum, tot datum van registrasie, soos uiteengesit in die verkoopsvoorwaardes.

Oordrag sal gedoen word deur die Skuldeiser of sy prokureur en die koper sal aanpreeklik wees vir alle oordragskoste, huidige erf belasting, en ander uitgawes nodig om die oordrag te finaliseer, op aanvraag by genoemde prokureurs.

Die koper moet afslaersgelde, B.T.W. asook 10% van die koopprys in kontant betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprys binne 14 (veertien) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bankwaarborg of bouverenigingwaarborg lewer.

Die volle voorwaardes kan verkry word by die kantore van die Balju van die Landdroshof, De Aar.

Gedateer te De Aar op hede 23ste dag van Desember 1999.

Eiser se Prokureur, Boland Bank Gebou, Voortrekkerstraat 47, Posbus 22, De Aar, 7000. (Verw. 81/98.)

Saak No. 25/99

IN DIE LANDDROSHOF VIR DIE DISTRIK PHILIPSTOWN GEHOU TE PHILIPSTOWN

In die saak tussen BOE BANK BPK., Eiser, en ARMAND STOLS, Verweerder

Ingevolge 'n vonnis gelewer op 20 April 1999 in die Philipstown Landdroshof en 'n lasbrief vir eksekusie daarna uitgereik, word die goedere hieronder beskryf in eksekusie verkoop op 27 Januarie 2000 om 10:00, te Landdroskantoor, Philipstown, aan die hoogste bieër:

Beskrywing: Erf 121, Philipstown in die Munisipaliteit en Afdeling van Philipstown, Provinsie Noord Kaap, grootte 386 (driehonderd ses en tagtig) vierkante meter.

Eiendomsadres: H/v Carnarvon en Greystrate, Philipstown, 8795.

Verbeterings: Woonhuis.

Soos gehou deur skuldenaar kragtens Akte van Transport Nommer T55904/92.

Die verkoping sal onderhewig wees aan die voorwaardes van die Landdroshof Wet en die reëls gepaardgaande.

Indien die koper finansiering ontvang vanaf 'n finansiële instansie, moet die koper op die dag van verkoping, geskrewe bewys lewer vanaf die genoemde finansiële instansie dat die koper kwalifiseer vir 'n lening. Die lenings bedrag mag nie minder wees as die koop bedrag.

Die koper sal aanspreeklik wees vir enige rente aan die Eiser en aan die verband houer vanaf die koop datum, tot datum van registrasie, soos uiteengesit in die verkoopsvoorwaardes.

Oordrag sal gedoen word deur die Skuldeiser of sy prokureur en die koper sal aanpreeklik wees vir alle oordragskoste, erf belasting, en ander uitgawes nodig om die oordrag te finaliseer, op aanvraag by genoemde prokureurs.

Die koper moet afslaersgelde, B.T.W. asook 10% van die koopprys in kontant betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprys binne 14 (veertien) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bankwaarborg of bouverenigingwaarborg lewer.

Die volle voorwaardes kan verkry word by die kantore van die Balju van die Landdroshof.

Gedateer te De Aar op hede 22ste dag van Desember 1999.

Venter & Vennote, Eiser se Prokureur, Boland Bank Gebou, Voortrekkerstraat 47, Posbus 22, De Aar, 7000. (Verw. mev. Bezuidenhout/H03655.)

Saak No. 9202/99

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen ABSA BANK BEPERK, Eiser, en WHITE, IZABELLA MARGARETHA, 1ste Verweerder, en WHITE, PIETER LODEWYK, 2de Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Strand, te die perseel van die eiendom te Elimstraat 5, Strand, op 28 Januarie 2000 om 11;00, van:

Erf 9319, Strand, in die Helderberg Munisipaliteit, Afdeling Stellenbosch, Wes-Kaap Provinsie, groot 776 vierkante meter, gehou kragtens Akte van Transport T104721/97 (beter bekend as Elimstraat 5, Strand).

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

Verbeterings: 'n Baksteen woonhuis bestaande uit 'n sitkamer, gesinskamer, eetkamer, kombuis, 4 slaapkamers, 1 badkamer met bad, stort en toilet, 1 badkamer met stort en toilet en 'n aparte toilet. Buitegeboue: Dubbel motorhuis en toilet.

Besigtig voorwaardes by die Balju, Strand, te 1ste Vloer, Boland Bankgebou, Hoofweg, Strand.

Tim Du Tloit & Kie Ingelyf. (Verw. mej. Kriel/dje.) [Tel.(012) 320-6753.]

Case No. 9002/98

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between FIRST NATIONAL BANK OF SA LTD, Plaintiff, and ALAN KARL NORRIS, First Defendant, and PETRO ADRIANA LOUISE NORRIS, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of the District of Port Elizabeth dated 20 July 1998, the property listed hereunder will be sold in execution on Friday, 28 January 2000 14:15, at the front entrance to the New Law Courts, Main Street, Port Elizabeth, to the highest bidder and for cash:

All the Defendant's right, title and interest in respect of the immovable property: Erf 301 Mount Road, measuring 814 square metres, situated at 1 Turvey Street, Mount Croix, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guarateed: Part single/double storey brick dwelling under tile consisting of a lounge, dining room, kitchen, 2 bedrooms, 1 bathroom and wc and enclosed verandah. Attached outbuilding: 1 garage, 1 storeroom, 2 rooms and wc.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer. The full conditions of sale will read immediately prior to the sale and may be inspected at the office of the Sheriff of the Magistrate's Court, 8 Rhodes Street, Port Elizabeth. A substantial loan from a Financial Institution can be arranged for an approved purchaser.

Dated at Port Elizabeth on this 8th day of December 1999.

Rushmere Noach Inc., Plaintiff's Atrorneys, 2nd Floor, 21 Chapel Street, Port Elizabeth. (Ref. S. K. Gough/W09426.)

Saak No. 109/99

IN DIE LANDDROSHOF VIR DIE DISTRIK DORDRECHT GEHOU TE DORDRECHT

In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Eiser, en FREDERIK ANTONIE VAN DEVENTER, Eerste Verweerder, en FELICIA VAN DEVENTER, Tweede Verweerder

Ingevolge 'n vonnis gedateer 24 November 1999 en 'n lasbrief vir eksekusie in die Landdroshof van Dordrecht, sal die volgende eiendom per publieke veiling verkoop word op 28 Januarie 2000 om 10:00 te Van Zylstraat 38, Dordrecht:

Sekere Erf 243, Dordrecht, in die gebied Dordrecht-oorgangsraad, afdeling Wodehouse, Oos-Kaapprovinsie, groot 714 (sewehonderd-en-veertien) vierkante meter, gehou kragtens Transportakte T103233/96 en Verband B87895/96 ten gunste van Eerste Nasionale Bank van Suidelike Afrika Beperk.

Verbeterings: Woonhuis met buitegeboue.

Voorwaardes van verkoping:

- 1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die Reëls daarkragtens uitgevaardig.
- 2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling: Die onbetaalde balans teen 'n koers van 20,25% per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne veertien (14) dae betaal word of gewaarborg word deur 'n goedgekeurde bankof bouverenigingwaarborg.

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

Gedateer te Queenstown hierdie 6de dag van Desember 1999.

De Wet & Shaw Attorneys, Greystraat 45 (Posbus 1305), Queenstown, 5320. (Verw. TLR:ph/I00960.)

Case No. 1195/99

IN THE HIGH COURT OF SOUTH AFRICA

(Eastern Cape Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and ROGERS, PAUL FRANK, ID 5405045105083, First Defendant, and ROGERS, WENDY ANN, ID 5402050045080, Second Defendant

Kindly take notice that, in execution of a judgment of the above-mentioned Court granted 1 September 1999, in terms of a writ of execution issued pursuant thereto, the Sheriff of the above Honourable Court will sell the Defendants fixed property, being:

Property description: Erf 91, Seafield, in the area of the Local Council of Seafield, Division of Bathurst, Eastern Cape Province, in extent 1 036 square metres.

Street address: 24 Dias Street, Seafield, Kleinemond, District of Bathurst, held by Deed of Transfer T26711/96.

The sale will take place at the Magistrate's Court, Port Alfred, in the morning of 28 January 2000 at 10:00.

Conditions of sale:

- 1. The properties will be sold by public auction, voetstoots, to the highest bidder, subject to such servitudes and title conditions as to which may appear from the title deeds thereof.
- 2. The seller will pay a deposit of 10% of the purchase price and the auctioneer's commission, on the date of the sale, in cash. The balance of the purchase price is payable against transfer of the relevant properties and will be secured by the provision of a bank or building society guarantee, presented to the Sheriff within 14 days of the date of sale.

Description of the property: The property consists of vacant land.

Dated at Grahamstown on this 6th day of December 1999.

To: The Registrar of the above Honourable Court.

W. J. Olckers & Son, Attorneys for Plaintiff, 127 High Street, Grahamstown.

Saak No. 491/97

IN DIE LANDDROSHOF VIR DIE DISTRIK PIKETBERG GEHOU TE PIKETBERG

In die saak tussen BOLAND BANK PKS BEPERK, Eksekusieskuldeiser, en HENDRIK JOHANNES HUYSAMEN, Eksekusieskuldenaar

Ten uitvoering van 'n vonnis van bovermelde Agbare Hof gedateer 23 Februarie 1998 sal die onroerende eiendom hieronder beskryf op Donderdag, 3 Februarie om 10:00 te die perseel Kerkstraat 37, Piketberg, per openbare veiling in eksekusie verkoop word aan die hoogste bieër, sonder reserwe:

Eiendom: Erf 33, Piketberg, geleë in die munisipaliteit Piketberg, afdeling Piketberg, provinsie Wes-Kaap, groot 357 vierkante meter, gehou deur die Eksekusieskuldenaar kragtens Akte van Transport T49826/1984. Sakeperseel.

Verkoopvoorwaardes:

- (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 titelakte waaronder die eiendom gehou word.
- (2) Tien per centum (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 koopsom, en enige rente wat aan 'n preferente skuldeiser verskuldig mag wees vanaf die datum van verkoping tot en met datum van die registrasie van oordrag. Die koper moet voorts binne 14 dae na datum van die verkoping die Eksekusieskuldeiser voorsien met 'n bankwaarborg vir die behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

Die verkoping sal voorts onderhewig wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word, en die volledige verkoopvoorwaardes kan ingesien word by die kantore van die Balju, Piketberg, en die Eksekusieskuldeiser se Prokureurs, Brits & Pretorius, Langstraat 50, Piketberg.

Datum: 2 November 1999.

Brits & Pretorius, Langstraat 50, Piketberg, Kaapprovinsie. [Tel. (022) 913-1144.] (Verw. Brits/20482.)

Case No. 90762/98

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and PETER ISAACS JULIUS (5709075085085), First Execution Debtor, and RUKEYA JULIUS (6406260028082), Second Execution Debtor

In pursuance of a judgment of the above-mentioned Court and a writ execution, the undermentioned property will be sold in execution on Friday, 28 January 2000 at 14:15, by the Sheriff of the Magistrate's Court, Port Elizabeth, at Room 97, First Floor, New Law Courts, North End, Port Elizabeth, to the highest bidder:

Erf 1761, Malabar, in the Municipality and Division of Port Elizabeth, Province of the Eastern Cape, in extent 358 (three hundred and fifty-eight) square metres, held by virtue of Deed of Transfer T90845/1996.

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

Improvements and location: Two bedrooms, kitchen, lounge, and bathroom.

Streetaddress: 13 Coode Street, Malabar, Port Elizabeth.

Reserved price: The property will be sold without reserve.

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

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

Conditions of sale: Same shall lie for inspection at the offices of the Sheriff of the Magistrate's Court, Port Elizabeth, at 8 Rhodes Street, Port Elizabeth.

Dated at Port Elizabeth on this 13th day of December 1999.

Oosthuizen & Associates, Plaintiff's Attorneys, 24 Havelock Street, Central Port Elizabeth. (Ref. S. Oosthuizen/an/449.

Saak No. 7214/99

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen SAAMBOU BANK BEPERK, Vonnisskuldeiser, en PAUL ISAAC SOLOMONS, Vonnisskuldenaar

Ingevolge 'n uitspraak in die Landdroshof Wynberg, en 'n lasbrief vir eksekusie sal die volgende eiendom geregtelik verkoop word op Maandag, 31 Januarie 2000 om 14:00, aan die hoogste bieder voor die Landdroshofgebou te The Oaks B14, Chadstraat, Lakeview, Retreat:

- (a) Deel 39, soos getoon en vollediger beskryf op Deelplan SS414/1996, in die skema bekend as The Oaks, ten opsigte van grond en gebou of geboue geleë te Retreat, in die area van die Metropolitaanse Oorgangstruktuur van Kaapstad, afdeling Kaap, in die provinsie van die Wes-Kaap; 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, groot 37 (sewe-en-dertig) vierkante meter, gehou kragtens ST18228/96, ook bekend as The Oaks B14, Chadstraat, Lakeview, Retreat.

Veilingvoorwaardes:

- Die veiling is onderworpe aan die bepalinge 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 23,5% per jaar, bereken op die bedrag van die Vonnisskuldeiser se eis (en indien daar enige ander voorkeur-krediteur is, is die rente ook op sodanige voorkeurkrediteur se eis betaalbaar), van die veilingsdatum tot datum van oordrag teen registraie van oordrag, welke bedrae deur 'n goedgekeude waarborg van 'n bank of bouvereniging gesekureer moet word en binne 14 dae na die veilingsdatum ingedien moet word. Die volgende veranderings word gemeld, maar nie gewaarborg nie: 'n Woonstel met baksteenmure onder 'n teëldak bestaande uit slaapkamer, sitkamer, kombuis, badkamer en toilet.
- 3. Voorwaardes: Die volledige veilingvoorwaardes sal onmiddellik voor die veiling deur die afslaer voorgelees word en lê ter insae by sy kantoor van die ondergetekende sowel as die kantore van die Balju, Wynberg.

Geteken te Claremont op hierdie 24ste dag van November 1999.

De Klerk & Van Gend, Prokureurs vir Eiser, Oakdaleweg 2, hoek van Oakdale- en Kildareweg, Claremont. (Verw. R90045/S. Duffett/el.)

Case No. 12254/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between ESKOM FINANCE COMPANY (PTY) LTD (Reg. No. 90/01322/07), Execution Creditor, and JOHAN JACQUES MCGUIRE and BEATRICE ANN MCGUIRE, Execution Debtors

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 9 July 1999, the following property will be sold on 4 February 2000 at 10:00 or so soon thereafter as the matter may be heard at the Magistrate's Court, East London:

Erf 28995, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 530 (five hundred and thirty) square metres held by Deed of Transfer T7512/1997, and mortgaged in favour of Eskom Finance Co. (Pty) Ltd under Mortgage Bond No. B5910/1997.

This property is known as 5 Lavita Road, Buffalo Flats, East London.

Conditions of sale:

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
- 2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer 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 10 (ten) 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, Eales Street, King William's Town prior to the date of sale.

Dated at King William's Town on this 20th day of December 1999.

Smith Tabata-Barnes & Ross Inc., Plaintiff's Attorneys, 126 Alexandra Road, King William's Town. (Mrs Nel/RC/13/E031/002.)

Case No. 4315/99

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

In the matter between CISKEI AGRICULTURAL BANK LTD, Execution Creditor, and MR LUYANDA WELLINGTON NGOMA, First Execution Debtor, and Mrs NOKWENZEKA MARGARET NGOMA, Second Execution Debtor

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 18 August 1999, the following property will be sold on 3 February 2000 at 10:00, or so soon thereafter as the matter can be heard at the Stutterheim Magistrate's Court to the highest bidder:

- (a) Farm 269 Stutterheim, Division of Stutterheim, Eastern Cape Province, in extent 45,5818 (forty five comma five eight one eight) hectares.
- (b) Portion 13 of Farm 277, Division of Stutterheim, Province of the Eastern Cape, in extent 61,5162 (six comma five one six two) hectares, both held under Deed of Transfer T3907/1997.

Conditions of sale:

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
- 2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer 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 10 (ten) 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, Eales Street, King William's Town prior to the date of sale.

Dated at King William's Town on this 20th day of December 1999.

Smith Tabata-Barnes & Ross Inc., Plaintiff's Attorneys, 126 Alexandra Road, King William's Town, 5600. (Mrs Nel/13/C357/375.)

Saak No. 19941/99

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen BOE BANK BEPERK, Eiser, en ZAHIDA HENDRICKS, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 4 Augustus 1999, sal die hiernabeskrewe vaste eiendom in eksekusie per openbare veiling verkoop word op 1 Februarie 2000 om 12:00 te die perseel:

Erf 2253, Grassy Park, in die munisipaliteit Suid-Skiereiland, afdeling Kaap, provinsie Wes-Kaap, groot 522 vierkante meter, gehou kragtens Transportakte T5664/1999, geleë te Derde Laan 247, Grassy Park.

Alhoewel geen waarborge gegee word nie, word die volgende inligting verskaf: Die eiendom is verbeter en bestaan uit 'n enkelverdiepinghuis met baksteenmure onder 'n asbesdak, met kombuis, sitkamer, vier slaapkamers, badkamer, toilet en motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die Balju, Afslaer, mnr. T. C. Botha, Tel. 761-3439.

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.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die kantore van die Balju/Afslaer, mnr. T. C. Botha, met telefoonnommer 761-3439 en by Van der Spuy & Vennote, Boland Bankgebou, Laer Burgstraat 18, Kaapstad. Die aanwysings om by die perseel waarop die verkoping gaan plaasvind uit te kom, is verkrygbaar vanaf die Balju by bogemelde telefoonnommer.

Gedateer te Kaapstad op hierdie 6de dag van Desember 1999.

Van der Spuy & Vennote, Prokureurs vir Eiser, Boland Bankgebou, Laer Burgstraat 18, Kaapstad. (Tel. 419-3622.) (Fax 418-1329.) (Verw. Me P. C. Neethling/df.)

Case No. 1162/99

IN THE HIGH COURT OF SOUTH AFRICA

(Northern Cape Division)

In the matter between THE STANDARD BANK OF SA LTD, Plaintiff, and M. A. SMITH, First Defendant, and S. J. SMITH, Second Defendant

In execution of a judgment of the High Court of South Africa (Northern Cape Division), in the above-mentioned suit, a sale without reserve will be held at Magistrate's Court Building, Knight Street, Kimberley, on 28 January 2000 at 10:00 of the undermentioned property of the Defendants on the conditions which will lie for inspection at the office of the Sheriff, Kimberley, prior to the sale:

Certain Erf 23626, situated in the City and District of Kimberley, measuring 135 square metres, held by the Defendant under Deed of Transfer T2870/1992 (also known as 6 Lavendar Street, Roodepan, Kimberley).

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling-house consisting of two bedrooms, living-room and bathroom.

Terms: 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 date of sale.

Auctioneer's charges payable on the date of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Kimberley on this 20th day of December 1999.

Haarhoffs Inc., Plaintiff's Attorneys, NBS Building, 60/64 Jones Street, Kimberley.

Case No. 14662/97

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

In the matter between BOE BANK LIMITED (Reg. No. 51/00847/06), Judgment Creditor, and MICHAEL DAVID BRIESIES, First Judgment Debtor, and CHERYL GAIL DAVIDS, Second Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate of Cape Town, the following will be sold in execution on 8 February 2000 at 12:00, on site to the highest bidder:

Erf 18736, Cape Town at Rugby Cape, 496 square metres, held by Deed of Transfer T81761/96, situated at 70 Iona Street, Rugby, Cape.

Brick building under tiled roof consisting of four bedrooms, bathroom/w.c., lounge/dining-room, kitchen, servants' quarters and garage.

- 1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder and of the tile deeds insofar as these are applicable.
- 2. A deposit of ten per cent of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.
- 3. The balance (plus interest at the current rate of 20% 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, Cape Town.

Dated at Cape Town on this 20th day of December 1999.

C & A Friedlander Inc., Judgment Creditor's Attorneys, Third Floor, 42 Keerom Street, Cape Town. (Ref. C. L. Silverwood/Z02071.)

Case No. 24549/99

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

In the matter between FBC FIDELITY BANK LIMITED, Plaintiff, and JANINE ANTHEA SWARTZ, Defendant

In execution of the judgment of the Magistrate's Court of Wynberg, in the above matter, a sale will be held on 26 January 2000 at 12:00, at the premises, namely, 8 The Avenues, Fifth Avenue, Grassy Park, of the following immovable property:

A unit consisting of:

- (a) Section 8 (eight) as shown and more fully described on sectional plan SS558/1990, in the scheme known as "The Avenues", in respect of the land and building or buildings situated at Grassy Park, in the South Peninsula Municipality, Cape Division, Province of the Western Cape of which section the floor area, according to the said sectional plan, is 61 (sixty-one) square metres in extent; and
- (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST6810/92, also known as 8 The Avenues, Fifth Avenue, Grassy Park.

The following information is furnished *re* the improvements but in this regard nothing is guaranteed: A flat comprising of two bedrooms, kitchen, lounge, bathroom and toilet.

Conditions of sale:

- 1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.
- 2. The purchaser shall pay a deposit of 10% of the purchase price in cash or by way of a bank or building society guaranteed cheque on the day of the sale and the balance (with interest at the rate of 20.2% per annum from the date of sale to the date of registration of transfer) against registration of transfer, which amounts are to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorneys, and to be furnished to the Sheriff within 14 (fourteen) days from the date of sale.
- 3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

Dated at Cape Town this 20th day of December 1999.

Findlay & Tait, The Cape Town Office of Bowman Gilfillan Inc., Plaintiff's Attorneys, SA Reserve Bank Building, 60 St George's Mall, Cape Town. (Ref. A. Gordon/la/61177.)

To: The Sheriff of the Court, Wynberg.

Case No. 17739/99

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

In the matter between FBC FIDELITY BANK LIMITED, Plaintiff, and 1 WINDSOR ROAD (PTY) LTD, Defendant

In execution of the judgment of the Magistrate's Court of Wynberg, in the above matter, a sale will be held on 27 January 2000 at 12:00, at the premises, namely, 1 Windsor Road, Lansdowne, of the following immovable property:

Erf 151349, Cape Town at Lansdowne, in the Municipality of Cape Town, Cape Division, Province of the Western Cape, in extent 961 (nine hundred and sixty-one) square metres, held by the Mortgagor by Certificate of Consolidated Title T9983/1994, also known as 1 Windsor Road, Lansdowne.

The following information is furnished re the improvements but in this regard nothing is guaranteed:

- 1. A single dwelling residence built of brick walls, tiled roof consisting of three bedrooms, lounge, kitchen, bathroom and toilet.
 - 2. Double storey face-brick building—sink roof consisting of two toilets, two big open workspaces (First and Second Floor). Conditions of sale:
- 1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.
- 2. The purchaser shall pay a deposit of 10% of the purchase price in cash or by way of a bank or building society guaranteed cheque on the day of the sale and the balance (with interest at the rate of 25,25% per annum from the date of sale to the date of registration of transfer) against registration of transfer, which amounts are to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorneys, and to be furnished to the Sheriff within 14 (fourteen) days from the date of sale.
- 3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

Dated at Cape Town this 20th day of December 1999.

Findlay & Tait, The Cape Town Office of Bowman Gilfillan Inc., Plaintiff's Attorneys, SA Reserve Bank Building, 60 St George's Mall, Cape Town (Ref. A. Gordon/la/66398.)

To: The Sheriff of the Court, Wynberg.

Saak No. 26189/99

IN DIE LANDDROSHOF VIR DIE DISTRIK KAAPSTAD GEHOU TE KAAPSTAD

In die saak tussen ABSA BANK BEPERK, Eiser, en J. M. DE BRUIN, Verweerder

Die volgende eiendom sal in eksekusie verkoop word by die kantore van die Balju vir die Landdroshof, Kaapstad, op 3 Februarie 2000 om 10:00, aan die hoogste bieër:

Erf 9140, Milnerton, geleë in die area van die Munisipaliteit van Blaauwberg, divisie Kaap, provinsie Wes-Kaap, groot 744 (sewehonderd vier-en-veertig) vierkante meter, gehou kragtens Transportakte T30742/98.

Straatadres: Sparrowstraat 67, Table View, Milnerton.

- 1. Die volgende verbeteringe word gemeld maar nie gewaarborg nie: 'n Teëldakwoning bestaande uit drie slaapkamers, sitkamer, een en 'n half badkamer, kombuis met ingeboude kaste, swembad en dubbele motorhuis.
- 2. Betaling: 10% (tien per centum) van die koopprys moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans (plus rente teen die heersende ABSA Bank verbandkoers bereken op die Vonnisskuldeiser se vordering vanaf die datum van verkoping tot datum van oordrag) teen registrasie van oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 dae vanaf die verkoping afgelewer moet word.
 - 3. Die Balju sal van enige bieër vereis om bevredigende bewys te lewer van sy vermoë om gemelde deposito te kan betaal.
- 4. Voorwaardes: Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Gedateer te Kaapstad hierdie 9de dag van Desember 1999.

De Klerk & Van Gend, vir H. J. Swart, Prokureur vir Eiser, Volkskasgebou, Adderleystraat, Kaapstad.

Case No. 26232/99

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and MARK REGINALD DADDS, Judgment Debtor

In the execution of the judgment of the Magistrate's Court, Cape Town, in the above matter, a sale will be held on Thursday, 20 January 2000 at 12:00, at 124 Heron Cove, Gie Road, Table View, being the address of the following immovable property:

A unit consisting of:

- (a) Section 124, as shown and more fully described on Sectional Plan SS417/96, in the scheme known as Heron Cove, in respect of the land and building or buildings situated at Table View, in the Blaauwberg Municipality, Cape Division, of which the floor area, according to the said sectional plan is 56 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 the Defendant under Deed of Transfer ST24220/96, also known as 124 Heron Cove, Gie Road, Table View, and comprising a flat consisting of three bedrooms, a lounge, a kitchen and bathroom.

The said improvements are as reported, but the Judgment Creditor give no warranty and makes no representations regarding the correctness thereof.

- 1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act. The price bid shall be exclusive of value-added tax and the purchaser shall pay value-added tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.
- 2. 1/10th (one-tenth) of the purchase price shall be paid in cash or by means of a bank cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer and secured within 14 (fourteen) days after the date of sale by an approved bank guarantee, and subject further to the full conditions of sale, which will be read out immediately before the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court, Cape Town.

A bond/s will be available to an approved purchaser/s.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, 8 Darling Street, Cape Town. (Ref. L. A. Whittaker/ad 208197.)

Case No. 26331/98

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

In the matter between BODY CORPORATE BARKLY COURT, Judgment Creditor, and Mr TROY SELWYN HECTOR, Judgment Debtor

The property described hereunder will be sold at 13 Barkly Court, Barkly Road, Sea Point, on Tuesday, 18 January 2000 at 10:00:

Section 8, as shown and more fully described on Sectional Plan SS31/98 in the scheme known as Barkly Court, in respect of the land and building or buildings at Sea Point, in the Municipality of Cape Town, which section the floor area according to the said sectional plan is 59 (fifty-nine) square metres in extent; and

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, popularly known as 13 Barkly Court, Barkly Road, Sea Point, First Floor Flat, bricks walls, lounge, kitchen, two bedrooms and bathroom.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as 10% (ten per cent) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 15.5% from the date of sale, such balance to be secured by an approved guarantee for payment thereof within 6 (six) days of sale.

The buyer shall (a) pay: Auctioneers charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, 16th Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town. (Tel. 405-7343.) (Ref. Mrs F. Essack/H.116.)

Auctioneers: The Sheriff, Magistrate's Court, Cape Town.

Case No. 26268/98

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

In the matter between BODY CORPORATE ANNAIS COURT, Judgment Creditor, and Mr JACOBUS JOHANNES COX, Judgment Debtor

The property described hereunder will be sold at 1B Annais Court, Doncaster Road, Kenilworth, on Thursday, 27 January 2000 at 14:00:

Section 17, as shown and more fully described on Sectional Plan SS77/88, in the scheme known as Annais Court, in respect of the land and building or buildings at Cape Town, in the Municipality of Cape Town, which section the floor area according to the said sectional plan is 63 (sixty-three) square metres in extent; and

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, popularly known as 1B Annais Court, Doncaster Road, Kenilworth.

Second floor flat, brick walls, lounge, kitchen, two bedrooms, bathroom and toilet.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to 10% (ten per cent) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 15,5% from the date of sale, such balance to be secured by an approved guarantee for payment thereof within 6 (six) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in cash of default for damages including wasted costs.

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

The Sheriff, Magistrate's Court, Wynberg.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, 16th Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town. (Tel. 405-7343.) (Ref. Mrs F. Essack/C.123.)

Saak No. 3006/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VREDENBURG GEHOU TE VREDENBURG

In die saak tussen LEON DE KLERK, handeldrywende as L2 TEKENAARS & BOUKONSULTANTE, Eiser, en NUWEPOS CHAIRA (EDMS.) BPK., Verweerder

In opvolging van 'n vonnis in die Landdroshof, Vredenburg, gedateer 21 September 1999 en 'n lasbrief vir eksekusie gedateer 18 Oktober 1999, sal die goedere hieronder uiteengesit op 27 Januarie 2000 om 10:00, te die plaas Nuwepos, distrik Vredenburg-Saldanha, in eksekusie verkoop word aan die hoogste bieder, naamlik:

Gedeelte 3 (Nuwepos) van die plaas Oliphants Kraal 61, geleë in die afdeling Malmesbury, provinsie Weskaap.

Die vernaamste verkoopvoorwaardes is die volgende:

- 1. Die eiendom sal per openbare veiling verkoop word aan die hoogste bieder, sonder enige reserwe.
- 2. Onmiddellik na die verkoping moet die koper die verkoopvoorwaardes onderteken wat by die kantoor van die Balju, Vredenburg, ter insae lê.
- 3. Die koper moet alle bedrae betaal wat noodsaaklik is vir oordrag van die eiendom, insluitende oordragkoste, hereregte en munisipale belastings.
- 4. By ondertekening van die verkoopvoorwaardes moet die koper 'n deposito ten bedrae van 10% van die koopprys in kontant aan die Balju betaal, terwyl hy die betaling van die balans van die koopprys moet verseker deur die lewering van 'n aanvaarbare bankwaarborg binne 21 dae na die verkoopdatum.
- 5. Die koper moet onmiddellik na afloop van die veiling, afslaerskommissie ten bedrae van 5% op die eerste R30 000 van die verkoopprys en 3% op die balans van die verkoopprys tot 'n maksimum van R7 000 aan die Balju betaal.

Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju van die Landdroshof te Hoofstraat, Vredenburg. Geteken te Vredenburg op hierdie 7de dag van Januarie 2000.

D. R. Schreuder Ing., Prokueurs vir Eiser, De Stompe Hoek 2, hoek van Oostewal- en Antonio Sienistraat, Langebaan; p.a. Van Spilbergenstraat 1, Vredenburg. (Verw. TM/D010.)

NATAL

Case No. 2975/99

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and ELGIN ASHTON ROBERT SMITH, Defendant

In execution of a judgment of the High Court of South Africa (Natal Provincial Division) the following immovable property belonging to the abovenamed Defendant, will be sold in execution on 28 January 2000 at 10:30, by the Sheriff of the High Court at 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder, without reserve:

Portion 970 (of 563), of Erf 1692, Pietermaritzburg, Registration Division FT, in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 262 (two hundred and sixty-two) square metres.

The following information relating to the property is furnished but not guaranteed in any way:

- 1. The property is situated at 1 Weaver Road, Eastwood, Pietermaritzburg address.
- 2. The property has been improved by the construction thereon of a dwelling consisting of two living-rooms, two bedrooms, bathroom and outbuildings consisting of a store-room.
- 2. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, KwaZulu-Natal, during normal office hours.

Dated at Pietermaritzburg this 14th day of December 1999.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P. R. J. Dewes/hdm/N2/S0591/B8.)

Case No. 1025/99

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and CORNELIUS GERHARDUS BOTHA, Defendant

In execution of a judgment of the High Court of South Africa (Natal Provincial Division) the following immovable property belonging to the abovenamed Defendant, will be sold in execution on 28 January 2000 at 11:00, by the Sheriff of the High Court in front of the Magistrate's Court, Port Shepstone, to the highest bidder, without reserve:

- (i) Section 214, as shown and more fully described on Sectional Plan SS643/96 in the scheme known as Laguna La Crete, in respect of the land and building or buildings situated at Uvongo, Margate Transitional Local Council Area, of which section the floor area, according to the said section is 69 (sixty-nine) square metres; and
- (ii) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

The following information relating to the property is furnished but not guaranteed in any way:

- 1. The property is situated at 214 Laguna La Crete, 5 Selvey Avenue, Uvongo, KwaZulu-Natal.
- 2. The property has been improved by the construction thereon of a duplex flat consisting of lounge, verandah, dining-room, two bedrooms, bathroom with shower, kitchen and an outbuilding consisting of carport.
- 3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, KwaZulu-Natal during normal office hours.

Dated at Pietermaritzburg this 14th day of December 1999.

Austen Smith, Plaintiff's Attorney, Walsmley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P. R. J. Dewes/hdm/N2/S0629/B9.)

Case No. 24475/99

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

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and JABULANI PETROS MOYA, Defendant

In execution of a judgment of the Magistrate's Court, Pietermaritzburg, the following immovable property belonging to the abovenamed Defendant, will be sold in execution on 28 January 2000 at 11:00, by the Sheriff of the Magistrate's Court, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder without reserve:

Erf 1465, Edendale A, Ashdown, Registration Division FT, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 327 (three hundred and twenty-seven) square metres.

The following information relating to the property is furnished but not guaranteed in any way:

- 1. The property is situated at 1465 Edendale A, Ashdown, Pietermaritzburg.
- 2. The property has been improved by the construction thereon of a single-storey dwelling consisting of a lounge, two bedrooms, kitchen and a bathroom and constructed of block under concrete tile.
- 3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, KwaZulu-Natal during normal office hours.

Dated at Pietermaritzburg this 13th day of December 1999.

Austen Smith, Plaintiff's Attorney, Walsmley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P. R. J. Dewes/cmo/N2/I0029/B9.)

Case No. 10033/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and PATRICK DAVID McEWAN, First Defendant, and CAROL SHEILA McEWAN, Second Defendant

In terms of a judgment of the above Honourable Court dated 14 December 1998 a sale in execution will be held on 27 January 2000 at 12:00, on the steps of the High Court, Masonic Grove, Durban, to the highest bidder, without reserve:

Erf 3, Kenhill, Registration Division FU, situated in the Durban Metro-North Central Local Council Area, Province of KwaZulu-Natal, in extent one thousand (1 000) square metres, held by Deed of Transfer T19906/1981.

Physical address: 27 Wistaria Grove, Kenhill, Durban.

Improvements: The following information is furnished but not guaranteed: Brick under tile main building consisting of front verandah, lounge, dining-room, semi-tiled fully fitted kitchen, passage, semi-tiled bathroom with toilet, three bedrooms with cupboards and bedroom with en-suite and walk-in-dresser, lock-up garage, outside toilet with shower, swimming-pool with entertainmentarea, brick wall in front and precast at rear and sides of property.

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

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office and Salesroom of the Sheriff of the High Court, Durban North, 15 Milne Street, Durban.

Dated at Durban this 13th day of December 1999.

D. H. Botha, c/o Strauss Daly Inc., Plaintiff's Attorneys, First Floor, 21 Aliwal Street. (Ref. Mrs Radford/cm/S0932/233.)

Case No. 071628/98

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

In the matter between THE COLLECTOR OF RATES, Execution Creditor, and B. C. SRINIVASEN, First Execution Debtor, and D. SRINIVASEN, Second Execution Debtor

The following immovable property will be sold voetstoots in execution to the highest bidder at Eighth Floor, Maritime House, corner of Salmon Grove and Victoria Embankment, Durban, on Thursday, 27 January 2000 at 10:00:

Property description: Portion 1 of Erf 26, Glokulstan, Registration Division FT, situated in the South Local Council Area, Province of KwaZulu-Natal, in extent one thousand sixty-three (1 063) square metres, held by them under and by virtue of Deed of Transfer T36087/1996 on 12 December 1996.

Physical address: 33 Sulageni Road, Isipingo Rail (Lot 26/01, Isipingo Rail).

Improvements: Dwelling-house consisting of: Double-storey house tiled roof, brick walls. Upstairs: Kitchen fitted cupboards, tiled floor, lounge, carpeted floors, dining-room, tiled floor, three bedrooms, bedroom en-suite, bath, basin and toilet tiled. Bathroom, shower bath, basin tiled. Downstairs: Double garage, bedroom and kitchen cement. Bathroom shower and toilet. Tiled outbuilding, double garage and two rooms. Kitchen and fully fenced brick walls.

Material terms: 10% deposit balance guaranteed within 14 days of sale. The full conditions can be inspected at the offices of the Sheriff, Durban South, at First Floor, 101 Lejaton Building, 40 St George's Street, Durban.

Brogan & Olive, Attorney for Execution Creditor, 7 Ibis Lane, Amanzimtoti.[Tel. (031) 903-5435.]

Case No. 082542/98

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

In the matter between THE COLLECTOR OF RATES, Execution Creditor, and G. VAN DER WESTHUIZEN FAMILY TRUST, Execution Debtor

The following immovable property will be sold voetstoots in execution to the highest bidder at Eighth Floor, Maritime House, corner of Salmon Grove and Victoria Embankment, Durban, on Thursday, 27 January 2000 at 10:00:

Property description: Portion 2 of Erf 803, Amazimtoti, Registration Division ET, situated in the South Central Local Council, Province of KwaZulu-Natal, in extent one thousand and twelve (1 012) square metres.

Physical address: 70 Cato Crescent, Amanzimtoti, 4126 (Lot 803/02).

Improvements: Dwelling-house consisting of: Brick and tile house consisting of three bedrooms, main en-suite with basin, toilet and shower, full bathroom with bath, shower, toilet and basin, lounge, dining-room, kitchen, single garage and servants' quarters with toilet.

Material terms: 10% deposit balance guaranteed within 14 days of sale. The full conditions can be inspected at the offices of the Sheriff, Durban South, at First Floor, 101 Lejaton Building, 40 St George's Street, Durban.

Brogan & Olive, Attorney for Execution Creditor, 7 Ibis Lane, Amanzimtoti.[Tel. (031) 903-5435.]

Case No. 012193/99

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

In the matter between THE COLLECTOR OF RATES, Execution Creditor, and W. R. GREGORY, First Execution Debtor, and A. E. GREGORY, Second Execution Debtor

The following immovable property will be sold voetstoots in execution to the highest bidder at Eighth Floor, Maritime House, corner of Salmon Grove and Victoria Embankment, Durban, on Thursday, 27 January 2000 at 10:00:

Property description: Erf 1502, Amanzimtoti (Extension 4), Registration Division ET, situated in the Entity of Durban, Province of KwaZulu-Natal, in extent one thousand and eighty-four (1 084) square metres, held by them under and by virtue of Deed of Transfer T30769/1991 on the 2 December 1991.

Physical address: 46 Linscott Road, Athlone Park, 4126.

Improvements: Dwelling-house consisting of: Brick and tile house consisting of three bedrooms, main en-suite, basin, toilet and shower, full bathroom with bath, basin, toilet and shower, lounge, dining-room, kitchen, double garage, servants' quarters with toilet and shower and swimming-pool.

Material terms: 10% deposit balance guaranteed within 14 days of sale. The full conditions can be inspected at the offices of the Sheriff, Durban South, at First Floor, 101 Lejaton Building, 40 St George's Street, Durban.

Brogan & Olive, Attorney for Execution Creditor, 7 Ibis Lane, Amanzimtoti. [Tel. (031) 903-5435.]

Case No. 069520/98

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

In the matter between THE COLLECTOR OF RATES, Execution Creditor, and D. SOOKANDAN, First Execution Debtor, and R. D. SOOKNANDAN, Second Execution Debtor

The following immovable property will be sold voetstoots in execution to the highest bidder at Eighth Floor, Maritime House, corner of Salmon Grove and Victoria Embankment, Durban, on Thursday, 27 January 2000 at 10:00:

Property description: Erf 435, Isipingo, Registration Division FT, situated in the Entity of Durban, Province of KwaZulu-Natal, in extent three thousand and thirty-five (3 035) square metres, held by them under and by virtue of Deed of Transfer T35886/1993 on 10 December 1993.

Physical address: 20 Gopalsingh, Isipingo Rail, Lot 435.

Improvements: Vacant stand.

Material terms: 10% deposit balance guaranteed within 14 days of sale. The full conditions can be inspected at the offices of the Sheriff, Durban South, at First Floor, 101 Lejaton Building, 40 St George's Street, Durban.

Brogan & Olive, Attorney for Execution Creditor, 7 Ibis Lane, Amanzimtoti. [Tel. (031) 903-5435.]

Case No. 026767/99

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

In the matter between THE COLLECTOR OF RATES, Execution Creditor, and J. R. CHANDLER, Execution Debtor

The following immovable property will be sold voetstoots in execution to the highest bidder at Eighth Floor, Maritime House, corner of Salmon Grove and Victoria Embankment, Durban, on Thursday, 27 January 2000 at 10:00:

Property description: Erf 2615, Kingsburgh (Extension 15), Registration Division ET, situated in the Entity of Durban, Province of KwaZulu-Natal, in extent one thousand four hundred and seven (1 407), held by her and under and by virtue of Deed of Transfer T27551/1987 on 2 December 1987.

Physical address: 23 San Gabriel Avenue, Kingsburgh, 4126 (Lot 2615, Kingsburgh Extension 15).

Improvements: Vacant stand.

Material terms: 10% deposit balance guaranteed within 14 days of sale. The full conditions can be inspected at the offices of the Sheriff, Durban South, at First Floor, 101 Lejaton Building, 40 St George's Street, Durban.

Brogan & Olive, Attorney for Execution Creditor, 7 Ibis Lane, Amanzimtoti. [Tel. (031) 903-5435.]

Case No. 07790/98

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

In the matter between THE COLLECTOR OF RATES, Execution Creditor, and R. J. BOOYSEN, First Execution Debtor, and D. E. BOOYSEN, Second Execution Debtor

The following immovable property will be sold voetstoots in execution to the highest bidder at 8th Floor, Maritime House, corner Salmon Grove and Victoria Embankment, Durban on Thursday 27 January 2000 at 10:00.

Property description: Portion 19 of Erf 2, Amanzimtoti, Registration Division ET, situated in the South Local Council Area, Province of KwaZulu-Natal, in extent one thousand three hundred and fifty (1 350) square metres, held by them under and by virtue of Deed of Transfer No. T12496/1994 on 19 May 1994.

Physical address: 2 Aloe Road, Amanzimtoti, 4126.

Improvements: Dwelling house consisting of: Brick and tile house consisting of 3 bedrooms, main en suite with toilet, bathbasin, full bathroom with toilet bath basin, lounge, dininig-room, kitchen, garage, servants quarters with toilet and pool.

Material Terms: 10% deposit balance guaranteed within 14 days of sale. The full conditions can be inspected at the offices of the Sheriff, Durban South, at First Floor, 101 Lejaton Building, 40 St George's Street, Durban.

Brogan & Olive, Attorney for Execution Creditor, 7 Ibis Lane, Amanzimtoti. [Tel. (031) 903-5435.)

Case No. 925/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and DHANAM, First Defendant, and NELLAN NAIDOO, Second Defendant, and KRISHNAVENI NAIDOO, Third Defendant

In pursuance of a judgement granted in the High Court, the property listed hereunder will be sold in execution on 27 January 2000 at 10:00 at 8th Floor, Maritime House, Salmon Grove 1, Durban.

Description of property: Erf 2129, Merewent, Registration FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 232 (two hundred and thirty-two)square metres, held under Deed of Transfer No. T6915/92.

Improvements: Semi detached double storey house of brick under tiled roof: Upstairs: 5 bedrooms (one-en-suite), 2 bathrooms with toilets and kitchen. Downstairs: Kitchen, dining-room, lounge and bathroom with toilet. Basement: Double garage. Outbuilding: Brick under asbestos roof, garage, room, toilet and bathroom and verandah.

Address: 65 Dinapur Road, Merebank, Durban. Nothing in the above is guaranteed.

Zoning: Residential.

The full conditions of sale may be inspected at the Sheriff's Office, Durban South, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban on this 10th day of December 1999.

A. Christopher Inc., Plaintiff's Attorneys, Sixth Floor, Permanent Building, 343 Smith Street, Bay Passage Entrance, Durban. (Ref. Mr. Pillay/sg/D15.)

Case No. 7493/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and THOMAS MICHAEL DOM, First Defendant, and LOIS HILDA DOM, Second Defendant

In pursuance of a judgment granted in the High Court, the property listed hereunder will be sold in execution on 27 January 2000 at 10:00 at the 8th Floor, Maritime House, Salmon Grove No. 1, Durban.

Description of property:

A unit consisting of:

- (a) Section 12, as shown and more fully described on Sectional Plan SS339/85, in the scheme known as Anne's Court in respect of the land and building or buildings situated at Durban, City of Durban of which section the floor area according to the said Sectional Plan is 65 (sixty-five) square metres in extent; and
- (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer No. ST 11687/93.

Improvements:

Flat of brick under asbestos roof with separate garage 1 1/2 bedrooms, bathrooms with bath, basin and toilet (tiled floor), lounge (carpeted, kitchen with fitted cupboards and (tiled floor)

Address: Flat 12, Annes Court, 330 Roland Chapman Drive, Montclair. Nothing in the above is guaranteed.

Zoning: Residential.

The full conditions conditions of sale may be inspected at the Sheriff's Office, Durban South, 101 Lejaton, 40 St. George's Street, Durban.

Dated at Durban on this 13th day of December 1999.

A. Christopher Inc., Plaintiff's Attorneys, Sixth Floor, Permanent Building., 343 Smith Street, Bay Passage Entrance, Durban. (Ref. Mr. Pillay/sg/D21.)

Case No. 2901/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and RAMPIRE KISSOON, Defendant

In execution of a Judgment granted by the above Honourable Court dated on 26 July 1999 in the above-mentioned suit, the following property will be sold in execution by the Sheriff of the High Court, Inanda Area at the front entrance of the Magistrate's Court, Moss Street, Verulam on 28 January 2000 at 10:00 to the highest bidder without reserve, namely:

Erf 574, Greenbury, Registration Division FU, in the Durban Entity, Province of KwaZulu-Natal, in extent 152 square metres, and held by the Defendant under Deed of Transfer T24490/97 which property is physically situated at 121 Greenbury Drive, Phoenix, KwaZulu-Natal and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T24490/97 dated 5 December 1997.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a: Block under asbestos double storey dwelling with electricity and water facilities comprising of: Upstairs: 3 Bedrooms and bathroom. Downstairs: Lounge, kitchen and toilet.

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

Zoning: The property is zoned for residential purposes and enjoys no special consents in respect of its zoning.

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Inanda Area 1, 12 Groom Street, Verulam and at the offices of David Gardyne & Partners, 8th Floor, 78 Field Street, Durban.

Dated at Durban this 21st day of December 1999.

David Gardyne & Partners, Plaintiff's Attorneys, 8th Floor, ABSA Building, 78 Field Street, Durban. (Ref. D. C. Gardyne/RD/GAL4194.)

Case No. 5482/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and SIPHIWE GEORGE LUTHULI, Defendant

In execution of a Judgment granted by the above Honourable Court dated on 29 September 1999 in the above-mentioned suit, the following property will be sold in execution by the Sheriff of the High Court, Durban South at 8th /Floor, Maritime House, Salmon Grove No. 1, Durban on 27 January 2000 at 10:00 to the highest bidder without reserve, namely:

Erf 4571, Lovu, Registration Division E T, Province of KwaZulu-Natal, in extent 306 square metres and held by the Defendant under Deed of Transfer T17217/1996 which property is physically situated at Unit C, Lovu, KwaZulu-Natal and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T17217/1996 dated 21 June 1996.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a brick tile dwelling consisting of: 2 bedrooms, lounge (cement floor), bathroom with bath/basin and toilet. Open kitchen with cement floor and no fitted cupboards.

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

Zoning: The property is zoned for residential purposes and enjoys no special consents in respect of its zoning.

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, 101 Lejaton, 40 St Georges Street, Durban and at the offices of David Gardyne & Partners, 8th Floor, 78 Field Street, Durban.

Dated at Durban this 20th day of December 1999.

David Gardyne & Partners. Plaintiff's Attorneys, 8th Floor, ABSA Building, 78 Field Street, Durban. (Ref. D. C. GARDYNE/RD/GAL4365.)

Case No. 7579/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and BALDWIN MZWAKHE LUTHULI, Defendant

In execution of a Judgment granted by the above Honourable Court dated on 17 September 1999 in the above-named suit, the following property will be sold in execution by the Sheriff of the High Court, Durban South at 8th Floor, Maritime House, Salmon Grove No. 1, Durban on 27 January 2000 at 10:00 to the highest bidder without reserve, namely:

A unit consisting of:

- (a) Section 131 as shown and more fully described on Sectional Plan SS125/97, in the scheme known as Northridge Park in respect of the land and building or buildings situated at Durban, City of Durban, of which section the floor area, according to the said sectional plan is 49 square metres in extent; and
- (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan held by the Defendant under Deed of Transfer ST3498/97 which property is physically situated at Unit 131 Northridge Park, 260 Kenyon Howden Road, Woodhaven, KwaZulu-Natal and which property is held by the above-named Defendants under and by virtue of Deed of Transfer ST3498/97 dated 18 March 1997.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a: Flat of brick under concrete roof consisting of: 2 bedrooms, lounge (tiled floor), kitchen with fitted cupboards (tiled floor), bathroom with bath, basin and toilet.

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

Zoning: The property is zoned for residential purposes and enjoys no special consents in respect of its zoning.

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Durban South, 101 Lejaton, 40 St Georges Street, Durban and at the offices of David Gardyne & Partners, 8th Floor, 78 Field Street, Durban.

Dated at Durban this 20th day of December 1999.

David Gardyne & Partners, Plaintiff's Attorneys, 8th Floor, ABSA Building, 78 Field Street, Durban. (Ref. D. C. GARDYNE/RD/GAL4474.)

Case No. 6612/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban Coast Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and ANAND NAICKER, Defendant

In execution of a judgment granted by the above Honourable Court dated 22 August 1999 in the above-named suit, the following property will be sold in execution by the Sheriff of the High Court, Durban North on the steps of the High Court, Masonic Grove, Durban on 27 January 2000 at 12:00 to the highest bidder without reserve, namely:

A unit consisting of:

- (a) Section 27, as shown and more fully described on Sectional Plan SS29/1981 in the scheme known as Elrod in respect of the land and building or buildings situated in Durban, of which section the floor area, according to the said Sectional Plan is 40 square metres in extent, and;
- (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan held under Deed of Transfer ST15352/97, which property is physically situated at 12A Elrod, 9206 Percy Osborne Road, Morningside, KwaZulu-Natal and which property is held by the above-named Defendant under and by virtue of Deed of Transfer ST15352/97, dated 24 November 1997.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a: Brick under tile dwelling consisting of entrance passage, kitchenette, living-area, recess and bathroom/wc.

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

Zoning: The property is zoned for Residential purposes and enjoys no special consents in respect of its zoning.

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff of the High Court, Durban North, 15 Milne Street, Durban and at the offices of David Gardyne & Partners, 8th Floor, 78 Field Street, Durban.

Dated at Durban this 20th day of December 1999.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, ABSA Building, 78 Field Street, Durban. (Ref. D. C. Gardyne/RD/GAL4460.)

Case No. 8045/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and ROY ARTHUR CAMPBELL PUGSLEY, First Defendant, and JACQUELINE ANNE PUGSLEY, Second Defendant

In execution of a judgment granted by the above Honourable Court dated 8 October 1999 in the above-named suit, the following property will be sold in execution by the Sheriff of the High Court, Durban North on the steps of the High Court, Masonic Grove, Durban on 27 January 2000 at 12:00, to the highest bidder without reserve, namely:

Lot 502, Kenhill, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, en extent 1 141 square metres and held by the Defendants under Deed of Transfer T8681/97 which property is physically situated at 9 Spathodia Place, Glenhills, Durban, KwaZulu-Natal and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T8681/97, dated 1 April 1997.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a: Brick under tile dwelling consisting of: Main building: Entrance hall, lounge, dining-room, kitchen, 3 bedrooms, bathroom, toilet/shower and laundry. Outbuilding: Single garage, servants quarters, toilet/shower and swimming-pool.

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

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Durban North, 15 Milne Street, Durban and at the offices of David Gardyne & Partners, 8th Floor, 78 Field Street, Durban.

Dated at Durban this 20th day of December 1999.

David Gardyne & Partners, Plaintiff's Attorneys, 8th Floor, ABSA Building, 78 Field Street, Durban. (Ref. D. C. Gardyne/RD/GAL4507.)

Case No. 4366/99

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and ARTHUR JOHM DIEDRICK, First Defendant, and YVONNE ROSE DIEDRICK, Second Defendant

In execution of a judgment of the High Court of South Africa, Natal Provincial Division, the following immovable property owned by the above-named Defendant, will be sold in execution on 28 January 2000 at 11:00 in front of the Magistrate's Court, Estcourt, KwaZulu-Natal, to the highest bidder for cash, without reserve:

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 5 Jennings Road, Estcourt, KwaZulu-Natal.

Lot 1020, Estcourt (Extension 6), situated in the Borough of Estcourt, Administrative District of Natal, in extent 1.048 (one thousand and forty-eight) square metres.

- 2. The property has been improved by the construction of a brick dwelling the main building consisting of a lounge, 4 bedrooms, kitchen, bathroom/water closet and water closet. Outbuilding, lockup garage. Flatlet consisting of lounge, kitchen, water closet and bedroom.
- 3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff, Pietermaritzburg and at the offices of Austen Smith, Walmley House, 191 Pietermaritz Street, Pietermaritzburg, KwaZulu-Natal during normal office hours.

Dated at Pietermaritzburg this 21st day of December 1999.

Austen Smith, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. R. N. Scott/bw/D2/A0265/99.)

Case No. 8629/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

BOE BANK LIMITED versus RONALD ARTHUR JOYCE

The following property will be sold voetstoots in execution at 8th Floor, Maritime House, Salmon Grove No. 1, Durban on 27 January 2000 at 10:00:

- (a) Section No. 15 as shown and more fully described on Sectional Plan No. SS13/1975 in the scheme known as Alfresco in respect of the land and building or buildings situated at Amanzimtoti, in the Local Authority of Amanzimtoti, of which section the floor area, according to the said Sectional Plan, is 51 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.

Postal address: Section No. 15 (Flat 303), Alfresco, Beach Road, Amanzimtoti.

Improvements: Flat with bedroom, bathroom (bath, basin and toilet), lounge/dining-room combined and kitchen with fitted cupboards (tiled floor).

Material terms: 10% deposit, balance guaranteed within 14 days of sale. Full conditions can be inspected at Sheriff's offices, 101 Lejaton, 40 St. George's Street, Durban or Meumann White.

Dated at Berea this 15 December 1999.

Meumann White, Plaintiff's Attorneys, Second Floor, Wakefield House, 150 Essenwood Road, Berea. (Ref. MCD/VDG/LG/068236.)

Case No. 7550/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

BOE BANK LIMITED versus JUDITH CLAIRE VAN NIEKERK (formerly known as Wilken)

The following property will be sold voetstoots in execution at 8th Floor, Maritime House, Salmon Grove No. 1, Durban on 27 January 2000 at 10:00:

- (a) Section No. 33 as shown and more fully described on Sectional Plan No. SS22/1976 in the scheme known as Zeezicht in respect of the land and building or buildings situated at Kingsburgh, Local Authority of Kingsburgh, of which section the floor area, according to the said Sectional Plan, is 74 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.

Postal address: Flat 63 Zeezicht, Beach Road, Amanzimtoti.

Improvements: Flat of brick under cement roof with undercover parking consisting of two bedrooms, bathroom with bath, basin, shower and toilet, lounge/dining-room combined and kitchen with fitted cupboards (tiled floor).

Material terms: 10% deposit, balance guaranteed within 14 days of sale. Full conditions can be inspected at Sheriff's offices, 101 Lejaton, 40 St. George's Street, Durban or Meumann White.

Dated at Berea this 13 December 1999.

Meumann White, Plaintiff's Attorneys, Second Floor, Wakefield House, 150 Essenwood Road, Berea. (Ref. MCD/VDG/LG/067809.)

Case No. 8632/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

BOE BANK LIMITED versus RONALD ARTHUR JOYCE

The following property will be sold voetstoots in execution at 8th Floor, Maritime House, Salmon Grove No. 1, Durban on 27 January 2000 at 10:00:

(a) Section No. 21 as shown and more fully described on Sectional Plan No. SS13/1975 in the scheme known as Alfresco in respect of the land and building or buildings situated at Amanzimtoti, in the Local Authority of Amanzimtoti, of which section the floor area, according to the said Sectional Plan, is 51 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.

Postal address: Section No. 21 (Flat 403), Alfresco, Beach Road, Amanzimtoti.

Improvements: Flat of brick under cement roof consisting of bedroom, bathroom with bath, basin and toilet, lounge/dining-room combined, kitchen with fitted cupboards (tiled floor) and open parking bay.

Material terms: 10% deposit, balance guaranteed within 14 days of sale. Full conditions can be inspected at Sheriff's offices, 101 Lejaton, 40 St. George's Street, Durban or Meumann White.

Dated at Berea this 15 December 1999.

Meumann White, Plaintiff's Attorneys, Second Floor, Wakefield House, 150 Essenwood Road, Berea. (Ref. MCD/VDG/LG/068237.)

Case No. 2372/98

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff and SITHANDIWE NOKUSIZA BHENGU, Defendant

In pursuance of a judgment granted on 8 April 1998 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 26 January 2000 at 11:00 at the Magistrate's Court, Empangeni.

- 1. (a) Deeds office description:
- (1) A unit consisting of-
- (a) Section 14, as shown and more fully described on Sectional Plan SS44/1989, in the scheme known as Glenamy in respect of the land and building or buildings situated at Empangeni, in the Borough of Empangeni of which the floor area, according to the said sectional plan, is 58 (fifty-eight) square metres in extent; and
- (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST11977/92.
 - 1. (b) Street address: 103 Glenamy Flats, Turnbull Street, Empangeni.
- 1. (c) Improvements (not warranted to be correct): A flat consisting of a lounge/dining-room, kitchen, one bedroom, one bathroom and a toilet.
- 1. (d) Zoning/Special Privileges or exemptions: (not warranted to be correct) Special Residential zoning, no special privileges or exemptions.
- 2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, First Floor, Davidson's Chambers, Union Street, Empangeni.
 - 3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 21st day of December 1999.

Schreiber Smith Attorneys, Yellowood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr. Rohrs/ha/09/F9003/98.)

Case No. 8874/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between FIRSTRAND BANK LIMITED previously known as FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and GERT PIETER CHRISTIAAN BEZUIDENHOUT, First Defendant, and ANITA LORETTA BEZUIDENHOUT, Second Defendant

In pursuance of a judgment granted on the 27 October 1999 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 26 day of January 2000 at 11:00 at the Magistrate's Court, Empangeni.

- 1. (a) Deeds Office description. Lot 1 046, Richards Bay (Extension 7), situated in the Richards Bay Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 064 (one thousand and sixty-four) square metres.
 - 1. (b) Street address: 18 Hardekool, Arboretum, Richards Bay.
- 1. (c) *Improvements* (not warranted to be correct): A single storey brick under tile roof dwelling consisting of a lounge, dining-room, kitchen, three bedrooms, two bathrooms with toilets, two garages and a carport.

1. (d) Zoning/Special Privileges or exemptions (not warranted to be correct.

Special Residential zoning, no special privileges or exemptions.

- The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, First Floor, Davidson's Chambers, Union Street, Empangeni.
 - 3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 21st day of December 1999.

Schreiber Smith Attorneys, Yellowood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr. Rohrs/ha/09/F9030/99.)

Case No. 9466/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between BOE BANK LIMITED formerly NBS BOLAND BANK LIMITED, Plaintiff, and JACOBA JANSEN VAN RENSBURG, Defendant

In pursuance of a judgment granted on 22 November 1999 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 26 January 2000 at 11:00 at the Magistrate's Court, Empangeni.

- 1. Deeds office description: Erf 7973, Empangeni, Registration Division GU, situated in the Empangeni/Ngwelezane Transitional Local Council Area, Province of KwaZulu-Natal, measuring in extent 996 (nine hundred and ninety-six) square metres.
 - 2. Street address: 10 Syringa Street, Empangeni.
- 3. Improvements (not warranted to be correct): A single storey brick under tile roof dwelling consisting of a lounge, dining-room, kitchen, three bedrooms, one bathroom with toilet, single garage and servants quarters.
 - 4. Zoning/Special Privileges or Exemptions (not warranted to be correct).

Special Residential zoning, no special privileges or exemptions.

- 5. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, First Floor, Davidson's Chambers, Union Street, Empangeni.
 - 6. The sale shall by public auction without reserve to the highest bidder.

Dated at Empangeni this 21st day of December 1999.

Schreiber Smith Attorneys, Yellowood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr. Rohrs/ha/09/N9125/99.)

Case No. 4102/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between N B S BANK LIMITED, Plaintiff, and THE CROSBY FAMILY TRUST, Defendant

In pursuance of a judgment granted on the 2 September 1997 in the above Court, and a writ of Execution issued thereafter, the immovable property listed hereunder shall be sold in Execution, to the highest bidder on 26 January 2000 at 11:00 at the Magistrate's Court, Empangeni.

- 1. Deeds Office Description: A unit consisting of :
- (a) Section 2 as shown and more fully described on Sectional Plan SS383/94, in the scheme known as Inkwazi Woods in respect of the land and building or buildings situated at Richards Bay of which the floor area, according to the said sectional plan, is 95 (ninety five) 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.

An exlusive use area described as Y2 (Yard) measuring (nine) square metres being as such part of the common property, comprising the land and the scheme known as Inkwazi Woods in respect of the land and building or buildings situated at Richards Bay, as Shown and more fully described on Sectional Plan SS383/94.

- 2. Street address: Flat 2, Inkwazi Woods, Pelican Parade, Birdswood, Richards Bay.
- 3. Improvements (not warranted to be correct): A simplex consisting of a lounge/dining-room, kitchen, three bedrooms, one bathroom, one shower and two toilets.

- 4. Zoning/Special Privileges or Exemptions (not warranted to be correct). Special Residential Zoning, no special privileges or exemptions.
- 5. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, First Floor, Davidson's Chambers, Union Street, Empangeni.
 - 6. The sale shall be by public auction without reserve to the highest bidder.

Dated Empangeni this 21st day of December 1999.

Schreiber Smith Attorneys, Yellowood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/ha/09/N9114/99.)

Case No. 125/99

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

In the matter between BOE BANK LIMITED formally the NATAL BUILDING SOCIETY LIMITED, Plaintiff, and MQHAWE WINSTON NGCOBO, Defendant

In pursuance of a judgment granted on 26 April 1999 in the above Court, and writ of Execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 27 January 2000 at 10:00 at the Magistrate's Court, Melmoth.

- 1. Deeds Office Description: Ownership Unit C1156, situated in the Township of Ulundi, District of Mahlabatini, measuring in extent 609 (six hundred and nine) square metres.
 - 2. Street address: Lot C1156, Ulundi.
- 3. Improvements (not warranted to be correct): A single storey brick under tile roof dwelling consisting of a lounge, kitchen, three bedrooms, one bathroom and one toilet.
- Zoning/Special Privileges or Exemptions (not warranted to be correct): Special Residential Zoning, no special privileges or exemptions.
 - 5. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Reinholdt Street, Melmoth.
 - 6. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 21st day of December 1999.

Schreiber Smith Attorneys, Yellowood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/ha/09/N9026/99.)

Case No. 7214/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between FIRST NATIONAL BANK OF SA LIMITED, Plaintiff, and REUBEN SYLVANUS KOTIAH, First Defendant, and MUMTAZ KOTIAH, Second Defendant

In pursuance of a Judgment of the High Court Durban, dated 8 December 1998 and a Warrant of Execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff of the High Court, Durban South on 3 February 2000 at 10:00 at Maritime House, 8th Floor, 1 Salmon Grove, Durban, without reserve.

Property Description: Sub. 207 (of Sub. 168) of the farm Clairwent Three No. 14836, situated in the City of Durban, Administrative District of Natal, Province of Kwazulu-Natal, in extent 410 (four hundred and ten) square metres, held under Deed of Transfer T14609/97, subject to the conditions therein Contained.

Physical Address of property: 21 Jhelum Road, Merebank, zoning of property: Special Residential. Improvements: (but nothing is guaranteed).

House of brick under tiled roof with 3 bedrooms, lounge/dining-room, kitchen, toilet and bathroom.

- 1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
- 2. The purchaser shall pay a deposit of 10% of the purchase price in cash together with auctioneer's commission, in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building Society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of the sale.

- 3. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the Bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the Conditions of Sale.
- 4. Transfer will be affected by the attorneys for the Executive Creditor and the Purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies, payment of the Value Added Tax and other charges necessary to effect transfer on request by the said attorneys.
- 5. The full conditions of sale may be inspected at the offices of the Sheriff for the High Court, 101 Lejaton Street, 40 St George's Street, Durban.

Dated at Durban this 14 day of December 1999.

Plaintiff's Attorney, Woodhead Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Ref. CSS/LP/15F4540A8.)

Case No. 7533/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and SIFISO VICTOR MTHEMBU, First Defendant, and THULEDU BRENDA MTHEMBU, Second Defendant

In pursuance of a judgment of the High Court of South Africa, Durban and Coast Local Division, in the abovementioned suit, a sale will be held by the Sheriff, High Court at the south entrance of the Magistrate's Court, Umlazi, on 26 January 2000 at 10:00 of the undermentioned property to the highest bidder on conditions to be read by the Sheriff at the time of the sale:

The property is described as Site No. 306 Umlazi AA, Registration Division FT situated in the Durban Entity, Province of Kwazulu-Natal, in extent five hundred and one (501) square metres. Held under Deed of Grant No. TG 3768/1987KZ.

Street address: AA 306 Umlazi.

Improvements: Brick and plastered dwelling with tiled roof consisting of three bedrooms, bathroom, kitchen, diningroom, lounge and garage: concrete fencing.

Zoning: Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, V1030, Block C, Room Number 4, Umlazi.

Dated at Durban this 15th day of December 1999.

Livingston Leandy Incorporated, 10th Floor, First National Bank Building, Corner Smith and Field Streets, Durban. (Ref. MR G A PENTECOST/CG.)

Case No. 7019/99

IN THE HIGH COURT OF SOUTH AFRICA

Durban and Coast Local Division

In the matter betwen FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and RUBBICHUND RAMTHESWEARA, First Defendant, and SANGEETHA RAMTHESWEARA, Second Defendant

In pursuance of a judgment of the High Court of South Africa, Durban and Coast Local Division, in the abovementioned suit, a sale will be held by the Sheriff, High Court Inanda Area 1, at the front entrance to the Magistrate's Court, Moss Street, Verulam, on 28 January 2000 at 10:00 of the undermentioned property to the highest bidder on conditions to be read by the Sheriff at the time of the sale.

The property is described as Erf 650 Sunford Registration Division FU, situated in the Durban Entity, Province of Kwazulu-Natal, in extent two hundred and ninety four (294) square metres. Held under Deed of Transfer No. T37663/1997.

Street address: 26 Shinford Place, Sunford, Phoenix.

Improvements: Single storey semi-detached dwelling consisting of lounge, kitchen, two bedrooms and bathroom/toilet.

Zoning: Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, 2 Mountview Shopping Centre, corner Inanda and Jacaranda Road, Verulam.

Dated at Durban this 10th day of December 1999.

Livingston Leandy Incorporated, 10th Floor, First National Bank Building, corner Smith and Field Streets, Durban. (Ref. MR G A PENTECOST/CG.)

Case No. 3625/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between ITHALA DEVELOPMENT FINANCE CORP. LTD, Plaintiff, and MPILISI ZEBULON NGOBESE, Defendant

In pursuance of a judgment granted in the above action, and a Warrant of Execution issued thereafter, the immovable property listed hereunder shall be sold in execution, without reserve, to the highest bidder on 27 January 2000 at 11:00 at the front steps, Magistrate's Court, Union Street, Empangeni.

- 1. (a) Deeds office description: Site No. A1106 Nseleni Township, situated in the Richards Bay Transitional Local Council Area, Province of Kwazulu-Natal, in extent 450 (four hundred and fifty) square metres.
- 1. (b) Property description (not warranted to be correct): Brick under asbestos roof dwelling comprising of two bedrooms, livingroom, kitchen, bathroom/toilet and garage. The property is fully electrified and on main sewerage. The property is zoned residential.
 - 2. The Conditions of Sale may be inspected at the Sheriff's Office, Davidsons Chambers, Union Street, Empangeni.

Truter James De Ridder Inc., Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Our ref: HDR/aeh/746/99-05/K150/746.)

Case No. 423/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between BOE BANK LIMITED, Execution Creditor, and SUCHUTHANANDHAN KRISHNASAMY PILLAY, Execution Debtor

In pursuance of a judgment in the High Court (Durban and Coast Local Division) dated 23 April 1999 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 27 January 2000 at 12:00 on the steps of the High Court, Masonic Grove, Durban, to the highest bidder without reserve:

Property description:

A unit described as:

- (a) Section 4, as shown and more fully described on Sectional Plan No. 61/1986 in the scheme known as San Diego, in respect of the land and building or buildings situated in the City of Durban, of which section the floor area, according to the said Sectional Plan, is one hundred and seventy-three (173) square metres in extent.
- (b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said Sectional Plan.

Held under Deed of Transfer ST14370/1993.

Physical address: Flat 4, San Diego, 295 Effingham Road, Effingham Heights, Durban.

Improvements: A face brick duplex comprising: Downstairs: Lounge - carpeted, dining-room - tiled, kitchen - build-in-cup-boards, tiled, toilet - tiled and verandah.

Upstairs: Bedroom - carpeted, built-in -cupboards, bedroom carpeted, bathroom, toilet, wash closet, bath - tiled, bedroom - built-in -cupboards, carpeted, en-suite - shower, toilet and wash closet, tiled.

Servant's quarters: Bedroom, bathroom - shower and toilet and lock-up garage.

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

Zoning: (the accuracy hereof is not guaranteed): Special Residential.

- 1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
- 2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale together with the auctioneer's commission.
- 3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys and to be furnished within fourteen (14) days after the date of sale.
- 4. The purchaser shall be liable for the payment of interest calculated and capitalised monthly in advance at the prevailing mortgage bond rate of the Judgment Creditor as it varies from time to time, to the Execution Creditor from the date of sale to date of registration of transfer.
- 5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, transfer duty or VAT where applicable, including arrear and current rates, sewerage connection fees (if any), levies due to a body corporate (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.
 - The full conditions of sale may be inspected at the offices of the Sheriff, Durban North, 15 Milne Street, Durban.Dated at Durban this 22nd day of December 1999.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref. C:\mn\NBS\SALE\P194.)

Case No. 7044/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between BOE BANK LIMITED, Execution Creditor, and PERUMAL MANIKUM, First Execution Debtor, and KANNIAMAH HAZEL MANIKUM, Second Execution Debtor

In pursuance of a judgment in the High Court dated 20 September 1999 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 28 January 2000 at 10:00 at the front entrance to the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Property description: Erf 880, Palmview, Registration Division FU, in the City of Durban, Province of KwaZulu-Natal, in extent two hundred and fifty-six (256) square metres, held under Deed of Transfer T27653/1998.

Physical address: 39 Fanpalm Gardens, Palmview, Phoenix (off Trenance Park Drive), KwaZulu-Natal.

Improvements: Block under tile house with water and electricity facilities comprising of 3 bedrooms (with one en-suite), lounge, kitchen, (B.I.C.), dining-room, toilet and bathroom.

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

Zoning: (The accuracy hereof is not guaranteed): Special Residential.

- 1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
- The purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale together with the auctioneer's commission.
- 3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys and to be furnished within fourteen (14) days after the date of sale.
- 4. The purchaser shall be liable for the payment of interest calculated and capitalised monthly in advance at the prevailing mortgage bond rate of the Judgment Creditor as it varies from time to time, to the Execution Creditor from the date of sale to date of registration of transfer.
- 5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, transfer duty or VAT where applicable, including arrear and current rates, sewerage connection fees (if any), levies due to a body corporate (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.
- The full conditions of sale may be inspected at the offices of the Sheriff Inanda, Verulam Area, 1, First Floor, 12 Groom Street, Verulam (next to Verulam Library).

Dated at Durban this 17th day of December 1999.

Shepstone and Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref. C:\NBS\SALE\M470.)

Case No. 1725/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and BANDANA PROPERTY INVESTMENT CC NO. CK97/3297/23, First Defendant, REGISTONE ROY MBONGWE, Second Defendant

In terms of a judgment of the above Honourable Court dated 18 August 1999 a sale in execution will be held on 28 January 2000 at 11:00 at the Sheriff's Sale Room, estimated 6 km from Cato Ridge on the Old Main Road between Cato Ridge and Inchanga between Sandop and Inchanga Country Village. Sign board reads Sheriff's Office, to the highest bidder without reserve:

Portion 136 (of 133) of the Farm Uitzoek 1104, Registration Division FT, in the Province of KwaZulu-Natal, in extent 20,2349 (twenty comma two three four nine) hectares, held by Deed of Transfer T15967/1998.

Physical address: Farm Uitzoek 1104, corner of Dardnelles and Mount Pleasant Road, Manderston.

Improvements: The following information is furnished but not guaranteed: A single storey brick and tile dwelling comprising of: 3 bedrooms (carpeted), lounge, dining-room, kitchen, pantry, 1½ bathrooms/toilet. Outbuilding: 2 rooms (concrete floor), carport. 2nd outbuilding: 2 rooms (concrete floor). 3rd outbuilding: 4 rooms (concrete floor).

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

The purchaser shall in addition to the Auctioneer's commission, pay a deposit of 10% of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the Purchaser to the Sheriff within twenty one (21) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder. The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Camperdown, Bouchers Farm, Harrison Flats, Ichanga.

Dated at Durban this 21st day of December, 1999.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, 1st Floor, 21 Aliwal Street. (Ref. MRS VAN HUYSSTEEN/A0039/448/MM.)

Case No. 2502/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and THAMSANQA CLARANCE CELE, First Defendant, and CATHERINE THOKOZILE CELE, Second Defendant

In execution of a Judgment granted by the above Honourable Court dated on 20 April 1999 in the above-named suit, the following property will be sold in execution by the Sheriff of the High Court, Umlazi at 10:00 at the South entrance to the Magistrate's Court, Umlazi on 26 January 2000 to the highest bidder without reserve, namely:

Formerly described as: All the right, title and interest in and to the leasehold property known as Ownership Unit 866, situated in the Township of Umlazi, District of Umlazi, in extent 383 square metres.

Now described as: Erf 866 Umlazi J, Registration Division FT, situated in the Durban Entity, Province of Kwazulu-Natal, in extent 383 square metres which property is physically situated at Section J, House 866, Umlazi Township, Ntokozweni, KwaZulu-Natal and which property is held by the above-named Defendants under by virtue of Deed of Grant TG1799/81 (KZ)—Endorsement Title TG3104/93 dated 10 August 1993—General Plan BA 172/1971.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a brick under asbestos dwelling consisting of lounge/dining-room, 2 bedrooms, kitchen, bathroom/toilet. Outbuildings: x 2.

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

The aforesaid sale shall be subject to the Conditions of Sale which may be inspected at the office of the Sheriff of the High Court, Umlazi, V1030, Room 4, Umlazi and at the offices of David Gardyne & Partners, 8th Floor, 78 Field Street, Durban.

Dated at Durban this 17th day of December 1999.

David Gardyne & Partners, Plaintiff's Attorneys, 8th Floor, ABSA Building, 78 Field Street, DURBAN. (D. C. GARDYNE/JR/GAL4186.)

Case No. 5323/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and SIPHO STEWART MKIZE, First Defendant, and ADOLPHINA BUSISIWE MKIZE, Second Defendant

In execution of a judgment granted by the above Honourable Court date 15 September 1998 in the above-named suit, the following property will be sold in execution by the Sheriff of the High Court, Pinetown at 10:00 at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown on 26 January 2000 to the highest bidder without reserve, namely:

Formerly described as: All the right, title and interest in the Leasehold in Lot 294 Klaarwater, Administrative District of Natal, Province of KwaZulu-Natal, in extent 293 square metres.

Now described as: Erf 294 Klaarwater, Registration Division FT, situated in the Inner West City Council, Province of KwaZulu-Natal, in extent 293 square metres, which property is physically situated at 37 Mkomazi Street, Klaarwater, KwaZulu-Natal and which property is held by the above-named Defendants under and by virtue of Certificate of Registered Grant of Leasehold Number TL181/95 dated 24 April 1995.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a: Brick/block under tile/asbestos dwelling consisting of 2 bedrooms, lounge/dining-room, kitchen, bathroom/shower/toilet, storeroom and wire fencing. (The nature, extent, condition and existence of the improvements are not guaranteed and are sold "voetstoots").

Zoning: The property is zoned for Residential purposes and enjoys no special consents in respect of its zoning.

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Pinetown, No. 2 Samkit Centre, 62 Caversham Road, Pinetown and at the offices of David Gardyne & Partners, 8th Floor, 78 Field Street, Durban.

Dated at Durban this 17th day of December 1999.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, ABSA Building, 78 Field Street, Durban. (Ref. D. C. Gardyne/JR/GAL3706.)

Case No. 2896/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and VISHNU GOUNDEN, First Defendant, and CHERYL ESTELLE GOUNDEN, Second Defendant

In execution of a judgment granted by the above Honourable Court dated 4 May 1999 in the above-named suit, the following property will be sold in execution by the Sheriff of the High Court, Durban South at 10:00 at 8th Floor, Maritime House, Salmon Grove 1, Durban, on 27 January 2000 to the highest bidder without reserve, namely:

A unit consisting of:

- (a) Section 28, as shown and more fully described on Sectional Plan SS598/97, in the scheme known as Logbro Close, in respect of the land and building or buildings situated at Sea View, in the Durban Entity, of which section the floor area, according to the said Sectional Plan, is 48 square metres in extent; and
- (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, and held by the Defendants under Deed of Transfer ST 6666/98, which property is physically situated at 28 Logbro Close, 186 Roland Chapman Drive, Montclair, KwaZulu-Natal and which property is held by the above-named Defendants under and by virtue of Deed of Transfer ST6666/98 dated 20 May 1998.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a flat of brick under tiled roof with under cover parking consisting of 2 bedrooms, lounge (tiled floor), kitchen with no fitted cupboards, basin (tiled floor), bathroom with bath, basin and toilet (tiled floor).

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

Zoning: The property is zoned for Residential purposes and enjoys no special consents in respect of its zoning.

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Durban South, 101 Lejaton, 40 St. Georges Street, Durban and at the offices of David Gardyne & Partners, 8th Floor, 78 Field Street, Durban.

Dated at Durban this 21st day of December 1999.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, ABSA Building, 78 Field Street, Durban. (Ref. D. C. Gardyne/RD/GAL4195.)

Case No. 87/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and DHEENAMBAL SUBRAMONEY, First Defendant, and VINCENT SUBRAMONEY, Second Defendant

In execution of a judgment granted by the above Honourable Court dated on 5 February 1999 in the above-named suit, the following property will be sold in execution by the Sheriff of the High Court, Pinetown at 10:00 at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown on 26 January 2000 to the highest bidder without reserve, namely:

Erf 3588, Queensburgh (Extension 22), Registration Division FT, situated in the Inner West City Council Area, Province of KwaZulu-Natal, in extent 1 118 square metres, which property is physically situated at 7 Kingdom Road, Queensburgh, KwaZulu-Natal and which property is held by the above-named First Defendant under and by virtue of Deed of Transfer T15083/98 dated 11 June 1998.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a brick under cement tile dwelling consisting of entrance hall, lounge, dining-room, family room, 3 bedrooms, kitchen, 2 bathrooms/toilets. *Outbuildings:* Double garage, toilet/shower, swimming-pool. (The nature, extent, condition and existence of the improvements are not guaranteed and are sold "voetstoots").

Zoning: The property is zoned for SR 1 purposes and enjoys no special consents in respect of its zoning. Dated at Durban this 17th day of December 1999.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, ABSA Building, 78 Field Street, Durban. (Ref. D. C. Gardyne/JR/GAL4035.)

Case No. 6044/97

IN THE HIGH COURT OF SOUTH AFRICA

Durban and Coast Local Division

In the matter between ABSA BANK LIMITED, Plaintiff, and RUNGASAMY PILLAY, First Defendant, and KARNAGIE PILLAY, Second Defendant

In execution of a judgment granted by the above Honourable Court dated 3 September 1997 in the abovenamed suit, the following property will be sold in execution by the Sheriff of the High Court, Chatsworth at 10:00 at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth on 25 January 2000 to the highest bidder without reserve, namely:

Formerly described as: Sub 1371 (of 1357) of Lot 107 Chatsworth, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 658 square metres.

Now described as: Portion 1371 (of 1357) of Erf 107 Chatsworth, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 658 square metres, which property is physically situated at House 157, Road 703, Montford, Chatsworth, KwaZulu-Natal and which property is held by the above-named Defendants under and by virtue of Deed of Transfer No. T9528/88 dated 21 April 1988.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a facebrick under tile/plaster dwelling consisting of entrance hall, five bedrooms, two lounges (one of which may be used as a family room), dining-room, kitchen (built-in-cupboards, tiled), three bathrooms/toilet, toilet, bathroom, verandah, two balconies and garage. Yard is paved (the nature, extent, condition and existence of the improvements are not guaranteed and are sold "voetstoots").

Zoning: The property is zoned for Special Residential 400 purposes and enjoys no special consents in respect of its zoning.

The aforesaid sale shall be subject to the Conditions of Sale which may be inspected at the office of the Sheriff of the High Court, Chatsworth, 7 Highway Place, Mobeni Heights, Chatsworth and at the offices of David Gardyne & Partners, 8th Floor, 78 Field Street, Durban.

Dated at Durban this 17th day of December 1999.

David Gardyne & Partners, Plaintiff"s Attorneys, 8th Floor, ABSA Building, 78 Field Street, Durban. (D C GARDYNE/JR/GAL3135.)

Case No. 6605/99

IN THE HIGH COURT OF SOUTH AFRICA

Durban and Coast Local Division

In the matter between ABSA BANK LIMITED, Plaintiff, and ISMAIL YAKUB, First Defendant, and FATIMA BIBI YAKUB, Second Defendant

In execution of a judgment granted by the above Honourable Court dated 21 September 1999 in the abovenamed suit, the following property will be sold in execution by the Sheriff of the High Court, Inanda Area Two at 9:00 at the front entrance of the Magistrate's Court, Moss Street, Verulam on 24 January 2000 to the highest bidder without reserve, namely:

Erf 755 Verulam (Extension 9), Registration Division FU, situated in the North Local Council Area, Province of KwaZulu-Natal, in extent 1 045 square metres, which property is physically situated at 16 Jasmine Road, Verulam, KwaZulu-Natal and which property is held by the above-named Defendants under and by virtue of Deed of Transfer No. T19367/98 dated 28 July 1998.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single storey facebrick under tile dwelling consisting of entrance hall, main bedroom (tiled, en-suite: shower/toilet), dress room with built-in-cupboards, two other bedrooms (carpeted), laundry room, lounge (tiled and leads onto a balcony), dining-room (tiled), kitchen (tiled, built-in-cupboards, breakfast nook and scullery), toilet, bathroom and shower (combined), double manual garage, store room and tarred driveway. (The nature, extent, condition and existence of the improvements are not guaranteed and are sold "voetstoots").

Zoning: The property is zoned for S R 1 purposes and enjoys no special consents in respect of its zoning.

The aforesaid sale shall be subject to the Conditions of Sale which may be inspected at the office of the Sheriff of the High Court, Inanda Area Two, 1 Trevennen Road, Lotusville, Verulam and at the offices of David Gardyne & Partners, 8th Floor, 78 Field Street, Durban.

Dated at Durban this 17th day of December 1999.

David Gardyne & Partners, Plaintiff"s Attorneys, 8th Floor, ABSA Building, 78 Field Street, Durban. (D C GARDYNE/JR/GAL4436.)

Case No. 1305/99

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and SIPHIWE JACOB MATHE, Defendant

In pursuance of a judgment in the Court of the Magistrate of Vryheid dated 26 October 1999 the undermentioned immovable property together with improvements thereon will be sold in execution on 26 January 2000 at 11:00 at the front entrance of the Magistrates Court, Church Street, Vryheid, to the highest bidder:

Erf 1587 Vryheid (Extension 10), Registration Division HT, situated in the Vryheid Transitional Local Council Area, Province of KwaZulu-Natal, measuring 375 (three hundred and seventy-five) square metres.

Street address: 10 Fig Street, Lakeside, Vryheid.

Improvements: A single storey dwelling under tile roof consisting of three bedrooms, bathroom and two other rooms.

None of the above improvements nor vacant possession is guaranteed.

The conditions of the sale may be inspected at the office of the Sheriff of the Magistrate's Court Vryheid and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Newcastle on this 21 day of December 1999.

S. W. Saville for Stuart Saville & Company Inc., Registration No. 93/00701/21, Plaintiff's Attorneys, 48 Paterson Street, (P O Box 2960), Newcastle, 2940. (Tel. 034 3153021.)

Case No. 1654/99

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and PATRICK THEMBA MLAMBO, Defendant

In pursuance of a judgment in the Court of the Magistrate of Vryheid dated 4 November 1999 the undermentioned immovable property together with improvements thereon will be sold in execution on 26 January 2000 at 11:00 at the front entrance of the Magistrate's Court, Church Street, Vryheid, to the highest bidder:

Erf 1625 Vryheid (Extension 10), Registration Division HT, situated in the Vryheid Transitional Local Council Area, Province of KwaZulu-Natal, measuring 375 (three hundred and seventy five) square metres.

Street address: 34 Chestnut Street, Lakeside, Vryheid.

Improvements: A single storey dwelling under tile roof consisting of two bedrooms, bathroom and two other rooms.

None of the above improvements nor vacant possession is guaranteed.

The conditions of the sale may be inspected at the office of the Sheriff of the Magistrate's Court Vryheid and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Newcastle on this 21st day of December 1999.

S. W. Saville for Stuart Saville & Company Inc., Registration No. 93/00701/21, Plaintiff's Attorneys, 48 Paterson Street, P O Box 2960, Newcastle, 2940. (Tel. 034 3153021.)

Case No. 1304/99

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and SIPHO MUSANENKOSI NYAWO, Defendant

In pursuance of a judgment in the Court of the Magistrate of Vryheid dated 26 October 1999 the undermentioned immovable property together with improvements thereon will be sold in execution on 26 January 2000 at 11:00 at the front entrance of the Magistrate's Court, Church Street, Vryheid, to the highest bidder:

Erf 1589 Vryheid (Extension 10), Registration Division HT, situated in the Vryheid Transitional Local Council Area, Province of KwaZulu-Natal, measuring 333 (three hundred and thirty three) square metres.

Street address: 6 Fig Street, Lakeside, Vryheid.

Improvements: A single storey dwelling under tile roof consisting of three bedrooms, bathroom and two other rooms.

None of the above improvements nor vacant possession is guaranteed.

The conditions of the sale may be inspected at the office of the Sheriff of the Magistrate's Court Vryheid and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Newcastle on this 21st day of December 1999.

S. W. Saville for Stuart Saville & Company Inc., Registration No. 93/00701/21, Plaintiff's Attorneys, 48 Paterson Street, P O Box 2960, Newcastle, 2940. (Tel. 034 3153021.)

Saak No. 7396/99

IN DIE LANDDROSHOF VIR DIE DISTRIK LAER UMFOLOZI GEHOU TE EMPANGENI

In die saak tussen ABSA BANK BEPERK vha VOLKSKAS BANK, Eiser/Eksekusieskuldeiser, en JOHAN CHRISTIAAN NEL (ID. No. 610812 5030 002), Eerste Verweerder/Eksekusieskuldenaar, en HERMINA CHRISTINA NEL (ID No. 630325 0045 087), Tweede Verweerder/Eksekusieskuldenaar

Ingevolge 'n vonnis van die bogenoemde Agbare Hof en 'n daaropvolgende Lasbrief vir Eksekusie uitgereik deur die bogemelde Hof, sal die ondervermelde eiendom op 25 Januarie 2000 om 11:00 te Hoofingang, Landdroskantore Empangeni, aan die hoogste bieder geregtelik verkoop word, naamlik:

Geleë: Erf 1318 Richardsbaai (Uitbreiding 7) geleë in die Plaaslike Oorgangsraad Gebied, Administratiewe distrik van Natal, Provinsie van KwaZulu-Natal. Groot: 1 274 (een duisend twee honderd vier en sewentig) vierkante meter; gehou kragtens Akte van Transport No. 33117/97, geleë te Raphia Palm 46, Arboretum, Richardsbaai, waarop onder andere die volgende verbeterings opgerig is, tewete: drie slaapkamers, badkamer met toilet, eetkamer, sitkamer, televisiekamer, kombuis, buitekamer met badkamer en toilet en motorhuis. Geen waarborg word egter gegee ten opsigte van die voorgaande beskrywing of verbeterings nie.

Voorwaardes:

- Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van die Wet op Landdroshowe, Wet No. 32 van 1944, en Reëls daarkragtens uitgevaardig.
- 2. 'n Deposito van R5 000 (vyfduisend rand) of 10% (tien persent) van die koopprys, welke bedrag ookal die meeste is, is onmiddellik na die 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 voorgeskewe 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 oordragskoste, kommissie betaalbaar aan die balju, en die uitstaande munisipale belastings en heffings van toepassing op die eiendom.
- 5. Die verkoping is verder onderhewig aan die volledige verkoopsvoorwaardes (wat na die veiling geteken moet word) wat ter insae is gedurende kantoorure by die kantoor van die Balju, en by die prokureurs vir die Eksekusieskuldeiser.

Aldus gedateer en geteken te Richardsbaai op hede die 20ste dag van Desember 1999.

Duvenage Ingelyf, Prokureurs vir Eksekusieskuldeiser, Eerste Vloer, Lake View Terrace, Posbus 952, Richardsbaai, p/a Zululand Chamber of Business, Unionstraat, Empangeni. (Verw. MEV PASCAU/11V0011/99.)

Saak No. 7400/99

IN DIE LANDDROSHOF VIR DIE DISTRIK LAER UMFOLOZI GEHOU TE EMPANGENI

in die saak tussen ABSA BANK BEPERK, voorheen handeldrywende as VOLKSKAS BANK, Eiser/Eksekusieskuldeiser, en PEET REYNECKE (ID. No. 600619 5137 089), Eerste Verweerder/Eksekusieskuldenaar, en VIVIAN REYNECKE (ID. No. 660210 0171 088), Tweede Verweerder/Eksekusieskuldenaar

Ingevolge 'n vonnis van die bogenoemde Agbare Hof en 'n daaropvolgende lasbrief vir eksekusie uitgereik deur die bogemelde Hof, sal die ondervermelde eiendom op 25 Januarie 2000 om 11:00, te Hoofingang, Landdroskantore, Empangeni, aan die hoogste bieder geregtelik verkoop word, naamlik:

Geleë Erf 2130, Richardsbaai (Uitbreiding 11), geleë in die Plaaslike Oorgangsraad Gebied, Administratiewe distrik Natal, provinsie KwaZulu-Natal, groot 917 (negehonderd-en-sewentien) vierkante meter, gehou kragtens Akte van Transport T21895/95, geleë te Jakaranda 1, Arboretum, Richardsbaai, waarop onder andere die volgende verbeterings opgerig is, tewete: Drie slaapkamers, twee badkamers met toilette, eetkamer, sitkamer, televisiekamer, kombuis, buitekamer met badkamer en toilet en twee motorhuise.

Geen waarborg word egter gegee ten opsigte van die voorgaande beskrywing of verbeterings nie.

Voorwaardes:

- Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van die Wet op Landdroshofwet No. 32 van 1944, en Reëls daarkragtens uitgevaardig.
- 2. 'n Deposito van R5 000 (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 eiendoim 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 (BTW) 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 oordragskoste, kommissie betaalbaar aan die Balju, en uitstaande munisipale belastings 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, en by die prokureurs vir die Eksekusieskuldeiser.

Aldus gedateer en geteken te Richardsbaai op 20 Desember 1999.

Duvenage Ingelyf, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Lake View Terrace, Posbus 952, Richardsbaai, p.a. Zululand Chamber of Business, Unionstraat, Empangeni. (Verw. mev. Pascau/11V0011/98.)

Case No. 74736/96

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

In the matter between ABSA BANK LIMITED, No. 86/04794/06, Execution Creditor, and Mr JOHN PETER BEUKES, Execution Debtor

In terms of a judgment of the above Honourable Court dated 7 May 1997, a sale in execution will be held on Thursday, 27 January 2000 at 10:00, at Maritime House, Eighth Floor, 1 Salmon Grove, Durban, to the highest bidder without reserve:

- (a) Section 4, as shown and more fully described on Sectional Plan SS275/1982 in the scheme known as Karger in respect of the land and building or buildings situated at Sea View, Durban, of which section the floor area, according to the said sectional plan, is 78 (seventy-eight) 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.

Physical address: 4 Abercam Flats, Sutton Road, Rossburgh, 4094.

The following information is furnished but not guaranteed: Brick under cement tile unit consisting of lounge, dining-room, two bedrooms, kitchen, bath, separate toilet and sun room. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.)

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff for the Magistrate's Court, 801 Maritime House, Salmon Grove, Durban or at our offices.

Dated at Durban on this 22nd day of December 1999.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000/Docex 71.) [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/1161/Mrs Chetty.)

Case No. 2477/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, No. 86/04794/06, Plaintiff, and MENSIL INVESTMENTS CC, No. CK90/3207/23, First Defendant, and Mr WINSTON LONG, Second Defendant

In terms of a judgment of the above Honourable Court dated 18 May 1999, a sale in execution will be held on Thursday, 3 February 2000, 12:00, on the steps of the High Court, Masonic Grove, Durban, to the highest bidder without reserve:

Sub 5 of Lot 2427, Durban, situated in the City of Durban, Administrative District of Natal, in extent 722 (seven hundred and twenty-two) square metres, now known as:

- (a) Section 1, as shown and more fully described on Sectional Plan SS250/93, in the scheme known as Botanic Gardens Road 62, in respect of the land and building or buildings situated at Durban, of which section the floor area, according to the said sectional plan, is 136 (one hundred and thirty six) square metres; in extent; and
- (b) an undivided share in the common property in the scheme apportiond to the said section in accordance with the participation quota as endorsed on the said sectional plan;

by virtue of Deed of Transfer ST10311/93.

Physical address: 62/64 Botanic Gardens Road, Durban.

The following information is furnished but not guaranteed: Sectional title unit consisting of kitchen, lounge, bath/toilet/shower and bedroom. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.)

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff of the High Court, 15 Milne Street, Durban, 4001.

Dated at Durban on this 23rd day of December 1999.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000/Docex 71. [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/1836/Mrs Chetty.)

Case No. 6704/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between ABSA BANK LIMITED (No. 86/04794/06), Execution Creditor, and Mr HARILAL GOBERDIN, First Execution Debtor, and Mrs SARANAVETHI GOBERDIN, Second Execution Debtor

In terms of a judgment of the above Honourable Court dated 31 October 1997, a sale in execution will be held on Friday, 28 January 2000 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder without reserve:

Lot 1200, Brookdale, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 280 (two hundred and eighty) square metres, no known as Erf 1200, Brookdale, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 280 (two hundred and eighty) square metres.

Physical address: 11 Corkbrook Close, Phoenix.

The following information is furnished but not guaranteed: Block under tile detached dwelling consisting of living-room, three bedrooms, kitchen and bath/toilet.

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff for the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam, or at our offices.

Dated at Durban on this 23rd day of December 1999.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. (Docex 71.) [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/1333/Mrs Chetty.)

Case No. 4106/98

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and HAMILTON VUSI MDUNGE, First Defendant, and NOMBULELO NTOMBIFIKILE MDUNGE, Second Defendant

Please take notice that the undermentioned property will be sold by public auction by F. Geerts, the Sheriff for the District of Camperdown, on Friday, 28 January 2000 at 11:00, at the Sheriff's Salesroom, approximately 6 kms from Cato Ridge on the old Main Road between Cato Ridge and Inchanga, between Sandop and Inchanga Country Village (signboard reads Sheriff's office):

Lot 78, Elangeni (Extension 2), situated in the Outer West Local Council Area, Province of KwaZulu-Natal, in extent 1 208 square metres, and situated at 9 Otto Road, Elangeni, Hammarsdale, KwaZulu-Natal.

The property has been improved by: A single-storey dwelling with entrance hall, lounge, kitchen, three bedrooms, bathroom with toilet, shower with toilet and garage.

The conditions of sale may be inspected at the office of the Sheriff, Camperdown, as from the date of publication hereof. Dated at Pietermaritzburg on this 14th day of December 1999.

G. J. Campbell, for Stowell & Co., Plaintiff's Attorneys, 295 Pietermaritz Street, Pietermaritzburg.

Case No. 8525/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

ABSA BANK LIMITED versus PRIMROSE NOKUTHULA GUDAZI

The following property will be sold voetstoots in execution at Eighth Floor, Maritime House, 1 Salmon Grove, Durban, on 27 January 2000 at 10:00:

Erf 3266, Lovu, Registration Division ET, Province of KwaZulu-Natal, in extent 392 square metres.

Physical address: C3266 Lovu Township.

Improvements: House of brick under tiled roof with bedroom, bathroom with bath, basin and toilet (cement floor), lounge (cement floor) and kitchen (tiled floor).

Material terms: 10% deposit, balance guaranteed within 14 days of sale. Full conditions can be inspected at Sheriff's Offices, 101 Lejaton, 40 St George's Street, Durban, or Meumann White.

Dated at Berea on this 22nd day of December 1999.

Meumann White, Plaintiff's Attorneys, Second Floor, Wakefields House, 150 Essenwood Road, Berea, Durban. (Ref. Ms Davey/vdg/lg/068152.)

Case No. 8524/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

ABSA BANK LIMITED versus MDUDUZI PHILLIP JIBA

The following property will be sold voetstoots in execution at Eighth Floor, Maritime House, Salmon Grove 1, Durban, on 27 January 2000 at 10:00:

Erf 4342, Lovu, Registration Division ET, Province of KwaZulu-Natal, in extent 362 square metres.

Physical address: Erf 4342, Lovu.

Improvements: A house of brick under tiled roof consisting of bedroom, bathroom with bath, basin and toilet, lounge (cement floor), kitchen with fitted cupboards (cement floor).

Material terms: 10% deposit, balance guaranteed within 14 days of sale. Full conditions can be inspected at the Sheriff's offices, 101 Lejaton, 40 St George's Street, Durban, or Meumann White.

Dated at Berea on this 23rd day of December 1999.

Meumann White, Plaintiff's Attorneys, Second Floor, Wakefields House, 150 Essenwood Road, Berea, Durban. (Ref. Ms Davey/vdg/lg/068151.)

Case No. 8221/99

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

NEDCOR BANK LIMITED versus ZITHULELE RICHARD SIKHAKHANE

The following property will be sold voetstoots in execution at Eighth Floor, Maritime House, Salmon Grove 1, Durban, on 27 January 2000 at 10:00:

Lot 2923, Lamontville, situated in the Administrative Entity of the City of Durban, within the area of the North Central and South Central Local Councils, Administrative District of Natal, Province of KwaZulu-Natal, in extent 601 square metres.

Physical address: Lot 2923, Lamontville (also known as 5812 Hebe Street, Lamontville).

Improvements: A house of brick under tiled roof consisting of three bedrooms, bathroom with bath, basin and toilet, lounge (cement floor), kitchen with fitted cupboards (cement floor).

Material terms: 10% deposit, balance guaranteed within 14 days of sale. Full conditions can be inspected at the Sheriff's offices, 101 Lejaton, 40 St George's Street, Durban, or Meumann White.

Dated at Berea on this 23rd day of December 1999.

Meumann White, Plaintiff's Attorneys, Second Floor, Wakefields House, 150 Essenwood Road, Berea, Durban. (Ref. Ms Davey/vdg/lg/067997.)

Case No. 6613/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and LOGANATHAN GOVINDASAMY, First Defendant, and PARVATHY GOVINDASAMY, Second Defendant

In execution of a judgment granted by the above Honourable Court dated 24 August 1999 in the above-named suit, the following property will be sold in execution by the Sheriff of the High Court, Chatsworth, at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, on 25 January 2000 at 10:00, to the highest bidder without reserve, namely:

Lot 603 of 102 Chatsworth, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 226 square metres and held by the Defendants under Deed of Transfer T6771/1981, which property is physically situated at 58 Rainbow Crescent, Westcliff, Chatsworth, KwaZulu-Natal and which property is held by the above-named First Defendant under and by virtue of Deed of Transfer T6771/1981 dated 23 December 1980.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a brick under asbestos dwelling, entrance hall, lounge, dining-room, four bedrooms, family room, kitchen (w.c.), bathroom (w.c.), two rooms (w.c./shower). (The nature, extent, condition and existence of the improvements are not guaranteed and are sold "voetstoots").

Zoning: The property is zoned for S R650 purposes and enjoys no special consents in respect of its zoning.

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Chatsworth, 7 Highway Place, Mobeni Heights, Chatsworth, and at the offices of David Gardyne & Partners, Eighth Floor, 78 Field Street, Durban.

Dated at Durban on this 17th day of December 1999.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, ABSA Building, 78 Field Street, Durban. (Ref. D. C. Gardyne/RD/GAL4464.)

Case No. 3744/97

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and KUMARASEN PILLAY, Defendant

In execution of a judgment granted by the above Honourable Court dated on 4 August 1997 in the above-named suit, the following property will be sold in execution by the Sheriff of the High Court, Chatsworth, at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, on 5 January 2000 at 10:00, to the highest bidder without reserve, namely:

Sub 1095 of 3175 of Lot 102, Chatsworth, Registration Division FT, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 186 square metres, which property is physically situated at 461 Westcliff Drive, Westcliff, Chatsworth, KwaZulu-Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T11772/96 dated 7 May 1996.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erected thereon of a brick under asbestos dwelling consisting of: Main building, double storey: Ground floor—kitchen, separate toilet, lounge and dining-room. First floor—three bedrooms, separate toilet and bathroom. Attached double storey oubuilding: Ground floor—kitchen, bathroom and toilet. First floor—bedroom. Property is fenced with partly brick and partly precast cement wall. Cement driveway and patio (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voet-stoots).

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Chatsworth, 7 Highway Place, Mobeni Heights, Chatsworth, and at the offices of David Gardyne & Partners, Eighth Floor, 78 Field Street, Durban.

Dated at Durban this 15th day of December 1999.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, ABSA Building, 78 Field Street, Durban. (Ref. D. C. Gardyne/RD/GAL3128.)

Case No. 3494/96

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

In the matter between ABSA BANK LIMITED, Plaintiff, and LEON RUSSELL MUDLEY, First Defendant, and DEVIKA MUDLEY, Second Defendant

In pursuance of a judgment granted on 27 November 1996 in the Court of the Magistrate, Chatsworth, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution without reserve to the highest bidder on 25 January 2000 at 10:00, at the Magistrate's Court, Justice Street, Chatswoth:

Description: A certain piece of land being Portion 1526 (of 1874) of Erf 104, Chatsworth, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 344 square metres, held by the Defendants under Deed of Transfer T22169/90 dated 29 August 1990.

Address: 193 Havenside Drive, Havenside, Chatsworth, KwaZulu-Natal.

Improvements: Semi-detached double storey face brick under tile dwelling consisting of five bedrooms (1 en-suite, three with built-in cupboards, all carpeted), lounge, dining-room (floor tiled); TV-room/family room, kitchen (built-in cupboards, floor tiled), study, toilet/bathroom, balcony, verandah, double garage and property is fenced.

Town-planning zoning: Special Residential.

Nothing is guaranteed in the above respects.

Material conditions:

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
- 2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.
- (b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditor's claim) until the date of transfer, both days inclusive.
- 3. Transfer shall be effected by the Attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, Chatsworth at 12 Oak Avenue, Kharwastan and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 17th day of December 1999.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. Mr D. Gardyne/RD/GAL2825.)

Case No. 9149/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MARK MOODLEY, First Defendant, and PUSHPARANI MOODLEY, Second Defendant

In terms of a judgment of the above Honourable Court, a sale in execution will be held at Maritime House, Eighth Floor, 1 Salmon Grove, Durban, on Thursday, 27 January 2000 at 10:00, to the highest bidder without reserve:

Section 13, as shown and more fully described on Sectional Plan SS119/1980 in the scheme known as "Penmarric" in respect of the land and building or buildings situated at City of Durban, of which section the floor area according to the said sectional plan is 61 (sixty-one) square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST10392/92.

Physical address: Flat 36, Penmarric, 27 Keits Avenue, Glenwood, Natal.

Zoning: Special Residential.

The property consists of the following: Sectional title unit comprising living-room, dining-room, two bedrooms, bathroom/ toilet, kitchen and enclosed verandah.

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

- 1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
- 2. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Maritime House, Eighth Floor, 1 Salmon Grove, Durban.

Dated at Durban on this 13th day of December 1999.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S. 16053/dc/sa.)

Case No. 80812/98

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

In the matter between SANDALWOOD BODY CORPORATE, Plaintiff, and Mr KEVERN DOUGLAS GOODWIN, Defendant

In pursuance of a judgment granted on 12 March 1999 in the Magistrate's Court for the District of Durban and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Thursday, 27 January 2000 at 10:00, by the Sheriff, Durban South, Eighth Floor, Maritime House, cnr Salmon Grove and Victoria Embankment, Durban:

Description:

- 1.1 A unit consisting of:
- (a) Section 46, as shown and more fully described on Sectional Plan SS156/1981, in the Scheme known as Sandalwood in respect of the land and building or buildings situated at Sea View in the Durban Entity, Province of KwaZulu-Natal, of which the floor area, according to the said sectional plan is seventy-one (71) square metres in extent;
- (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.
 - 1.2 A unit consisting of:
- (a) Section 21, as shown and more fully described on Sectional Plan SS156/1981, in the Scheme known as Sandalwood in respect of the land and building or buildings situated at Sea View in the Durban Entity, Province of KwaZulu-Natal, of which the floor area, according to the said sectional plan is nineteen (19) square metres in extent;
- (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Held under Deed of Transfer ST8508/1998.

Street address: 23 Sandalwood, 49 Montclair Road, Montclair.

Improvements: A unit consisting of tiled roof, two bedrooms, lounge, kitchen with fitted cupboards bathroom with bath basin separate toilet, garage and water and lights.

Zoning (nothing guaranteed): Special Residential.

The sale shall be for Rands and no bids of less than one hundred rand (R100) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and Rules made thereunder.

- 1. The purchaser shall pay a deposit of Ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.
- 2. The purchaser shall be liable for payment of interest at the rate of 22% per annum to the bondholder, on the amount outstanding by the Execution Debtor to the Execution Creditor as at the date of sale or the purchase price whichever is the lesser, calculated from the date of sale to the date of transfer, both days inclusive.
- 3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.
 - 4. The property and the improvements thereon are sold voetstoots and without any warranties.
- 5. The full conditions of sale may be inspected at the office of the Sheriff's Office, at 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban this 20th day of December 1999.

Livingston Leandy Incorporated, Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr R. S. Gray.)

Case No. 7780/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between FIRST NATIONAL BANK OF SA LIMITED, Plaintiff, and O. DORMEHL INVESTMENTS CC, First Defendant, and STEVEN GEORGE JOHNSTON, Second Defendant, and DEIRDRE JOHNSTON, Third Defendant

In pursuance of a judgment of the High Court, Durban, dated 17 September 1999 and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff of High Court, Durban Central on 3 February 2000 at 10:00, at Eighth Floor, Maritime House, Salmon Grove 1, Durban, without reserve:

Property description: A unit consisting of:

- (A) Section 1, as shown and more fully described on Sectional Plan SS32/89, in the scheme known as Stanley Road 95, in respect of the land and building or buildings situated at Durban, City of Durban of which section the floor area according to the said sectional plan is 108 (one hundred and eight) square metres in extent; and
- (b) an undivided share in the common property in the scheme apportioned to the section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST607/97.

Physical address of property: Flat 1, Stanley Road, 95 Stanley Road, Umbilo, Durban.

Zoning: Special Residential.

Improvements (but nothing is guaranteed): It is a single-storey dwelling under tile roof comprising of two bedrooms, kitchen, lounge, entrance hall, bathroom, toilet and two carports.

- 1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
- 2. The purchaser shall pay a deposit of 10% of the purchase price in cash together with auctioneer's commission, in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of the sale.
- 3. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
- 4. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies, payment of the value-added tax and other charges necessary to effect transfer on request by the said attorneys.
- 5. The full conditions of sale may be inspected at the offices of the Sheriff for the High Court, 801 Martitime House, Salmon Grove, Durban.

Dated at Durban on this 21st day of December 1999.

Woodhead Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Ref. CSS/LP/15F4625A9.)

Case No. 114/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between NBS BANK LIMITED, Plaintiff, and JEREMIAH ZUNGU, First Defendant, and CONSTANCE GUGU ZUNGU, Second Defendant

In pursuance of a judgment granted in the High Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at Eighth Floor, Maritime House, 1 Salmon Grove, Durban, on Thursday, 3 February 2000 at 10:00:

Description: Lot 468 Coedmore, situated in the Yellow Wood Park Health Committee Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 153 (one thousand one hundred and fifty-three) square metres, held under Deed of Transfer T7140/97.

Physical address: 33 Pigeon Drive, Yellowwood Park.

Zoning: Special/Residential.

The property consists of a house of brick under tiled roof with separate garage, four bedrooms (one en-suite with basin, shower, toilet and bidet), toilet (tiled floor), bathroom with bath, basin and shower (lino floor), lounge (carpeted), dining-room (carpeted), kitchen with fitted cupboards (line floor), servants' quarters attached to garage with room and toilet/shower, outside laundry and swimming-pool.

Nothing in this regard is guaranteed.

- 1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
- 2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of 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 transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.
- 4. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Durban South, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban on this 21st day of December 2000.

Garlicke & Bousfield Inc., Plaintiff's Attorney, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Ms M. Domingos/rm.)

Case No. 4296/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff and MOFFAT NDLOVU, Defendant

In pursuance of a judgment granted in the High Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at Maritime House, Eighth Floor, 1 Salmon Grove, Durban, on Thursday, 27 January 2000 at 10:00:

Description: Sub. 5 of Lot 360, Sea View, situated in the City of Durban, Administrative District of Natal, in extent 1 012 (one thousand and twelve) square metres, held under Deed of Transfer T11246/94.

Physical address: 65 Redhill Road, Sea View, Durban.

Zoning: Special Residential.

The property consists of the following: Dwelling, consisting of two living-rooms, three bedrooms, bathroom and kitchen. Outbuildings: Garage, two servants' quarters and w.c.—shower.

Nothing in this regard is guaranteed.

- 1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
- 2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of 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 transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.
- 4. The full conditions of sale may be inspected at the offices of the Sheriff of Durban Central, 801 Maritime House, Salmon Grove, Durban.

Dated at Durban on this 21st day of December 1999.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Mr J. C. Jones/cn/Ndlovu) (G 56348.69981.)

Case No. 5735/97

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and NOMALANGA EMELDA MOYA, First Defendant, and THABANI LAWRENCE MOYA, Second Defendant

In pursuance of a judgment granted in the High Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at Eighth Floor, Maritime House, Salmon Grove 1, Durban, on Thursday, 27 January 2000 at 10:00:

Description: Portion 3092 (of 3061) of the farm Mobeni No. 13538, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 786 (seven hundred and eighty-six) square metres, held under Deed of Transfer T34928/93.

Physical address: 23 Larwood Place, Woodlands, Durban.

Zoning: Special Residential.

The property consists of the following: Brick under tile dwelling, consisting of lounge, kitchen, two bedrooms and two bathrooms.

Nothing in this regard is guaranteed.

- 1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
- 2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of 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 transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.
- 4. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Durban South, 101 Lejaton, 40 St. Georges Street, Durban.

Dated at Durban on this 17th day December 1999.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Mr J. C. Jones/sh/moya.) (G156348.63731.)

Case No. 1801/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and DAMEL GEYSER, First Defendant, and CHERYL ANN GEYSER, Second Defendant

In pursuance of a judgment granted in the High Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder, will be sold to the highest bidder without reserve at Maritime House, Eighth Floor, 1 Salmon Grove, Durban, on Thursday, 27 January 2000 at 10:00:

Description: Section 44, as shown and more fully described on Sectional Plan SS92/88, in the scheme known as Mount Royal, in respect of the land and building or buildings situated at Durban, of which the floor area, according to the said sectional plan is 79 (seventy-nine) square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST12789/95.

Physical address: 44 Mount Royal, 15/31 Dunkirk Place, Umbilo.

Zoning: Special Residential.

The property consists of the following: A unit, consisting of entrance hall, lounge, dining-room, two bedrooms, bathroom, w.c. and kitchen.

Nothing in this regard is guaranteed.

- 1. The sale shall be subject to the terms and conditions of the High Courts Act and the Rules made thereunder.
- 2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of 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 transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.
- 4. The full conditions of sale may be inspected at the office of the Sheriff of Durban Central, 801 Maritime House, Salmon Grove, Durban.

Dated at Durban on this 17th day of December 1999.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Mr J. C. Jones/cn/Geyser.) (G156348.77829.)

Case No. 8703/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, trading as TRUST BANK, Plaintiff, and GERALD ALAN HOWES, First Defendant, and KATHRYN MARGARET THORNBURN HOWES, Second Defendant

In pursuance of a judgment in the above-mentioned matter, the immovable property listed hereunder will be sold in execution to the highest bidder without reserve on 27 January 2000 at 10:00, at Eighth Floor, Maritime House, 1 Salmon Grove, Durban:

Description: A unit consisting of:

- (a) Section 10 as shown and more fully described on Sectional Plan SS3/1993 in the scheme known as Deborah Mews in respect of the land and building or buildings at Durban, Local Authority Area of Durban, of which section the floor area, according to the said sectional plan is 109 (one hundred and nine) square metres in extent; and
- (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST3477/93.

Physical address: 10 Deborah Mews, 81 Montclair Road, Durban, KwaZulu-Natal.

Improvements: Simplex of brick under tiled roof with garage attached to the simplex. Three bedrooms (one en-suite with toilet, basin and shower—tiled floor), bathroom with bath, basin and toilet—tiled foor, lounge, dining-room—tiled floor, kitchen with fitted cupboards—tiled floor. Nothing is guaranteed as regards the above.

Full conditions of sale may be inspected at the Sheriff, Durban South, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban on this 21st day of December 1999.

Van Onselen O'Connell Inc., 405 Salmon Grove Chambers, 407 Smith Street, Durban. (Ref. N. Backman/LAH/15T064003.)

Case No. 2616/99

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

In the matter between FIRST NATIONAL BANK OF SA LIMITED, Execution Creditor, and JABULANI ANTHONY MCHUNU, Execution Debtor

In pursuance of a judgment of the above Court dated 23 June 1999 and a warrant of execution, Lot 7020, Newcastle Extension 34, situated in the Newcastle Transitional Local Council area, Administrative District of Natal, Province of KwaZulu-Natal in extent 960 square metres, will be sold in execution on 9 February 2000 at 10:00, in front of the Magistrate's Court, Newcastle, to the highest bidder:

The property is constructed of a tiled roof and face brick, consisting of a lounge, three bedrooms, fully carpet house, bathroom, toilet and tiled kitchen. Their is no outbuilding.

The purchase price shall be paid as to 20% thereof in cash on the date of sale, the balance to be paid against registration of transfer, such balance to be secured by loding with the Sheriff of the Court, Newcastle, within three (3) weeks from date of sale, a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court, Newcastle.

Dated at Newcastle this 14th day of September 1999.

G. Steynhobel, for Du Toit-Peens, Attorney for Execution Creditor, Steinhobel Incorporated, 46 Voortrekker Street (P.O. Box 36), Newcastle, 2940. [Tel. (03431) 2-7234.] [Fax (03431) 2-6226.]

Case No. 6397/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban Coast and Local Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and JAMES GANAS NAIR, Defendant

In pursuance of a judgment of the High Court of South Africa (Durban Coast and Local Division) dated 20 August 1999 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold without reserve in execution on 25 January 2000 at 10:00, at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, to the highest bidder. The conditions of sale will be read out by the auctioneer at the time of the sale and same can be inspected at the office of the Sheriff of the High Court, prior to the sale:

Certain Erf 2215, Shallcross (Extension 2), Registration Division FT, in the Inner West City Council Area, Province of KwaZulu-Natal, in extent 722 square metres, held under Deed of Transfer T20983/1987, situated at 9 Jalaram Road, Shallcross Extension 2.

Improvements (not guaranteed): Living-room, three bedrooms, two bathrooms and verandah.

- 1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
- 2. All bids will be accepted and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale.
- 3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within 14 (fourteen) days after the date of the sale.
- 4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
- 5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes or other charges necessary to effect transfer on request by the said attorneys.
- 6. The full conditions of sale may be inspected at the office of the Sheriff of the High Court, 7 Highway Place, Mobeni Heights, Chatsworth.

Dated at Umhlanga Rocks on this 7th day of December 1999.

Gavin Gow & Pearse, Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks. Service address: C/o Docex, Founders Lane, Parry Road, Durban. (Ref. AP/dh/S1071:S0205/184.)

Case No. 8823/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and EMMANUEL THABANI XULU, First Defendant, and SIZAKELE ELIZABETH XULU, Second Defendant

In pursuance of a judgment granted on 18 October 1999 in the High Court of South Africa (Durban and Coast Local Division) and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution, by public auction, to the highest bidder for cash by the Sheriff of the High Court, Pinetown, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on 26 January 2000 at 10:00, or soon thereafter as possible:

Address of dwelling: 1515 14th Street, Clernaville, Clermont.

Description: Erf 1515, Clermont Township, situated in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 468 (four hundred and sixty-eight) square metres.

Improvements: Single-storey dwelling consisting of lounge, dining-room, kitchen, three bedrooms, two bathrooms and toilet.

Material conditions:

- 1. Nothing in the above is guaranteed.
- 2. The sale shall be subject to the terms and conditions of the High Court Act, and the Rules made thereunder.
- 3. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the commission plus VAT due to the Sheriff of the High Court (hereinafter referred to as the Sheriff) immediately after the sale or such extended period as may be agreed with the Sheriff and the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorneys, to be furnished to the Sheriff within 21 (twenty-one) days after the date of sale.
- 4. The purchaser shall be liable for payment of interest to the Execution Creditor at the rate of 16,50% per annum on the respective amounts of the award to the Execution Creditor on the plan of distribution as from the date of the sale to date of transfer.
 - 5. The property is to be sold as it stands, that is voetstoots, and without any warranties whatsoever.

The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Pinetown, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban on this 1st day of December 1999.

Mooney Ford & Partners, Execution Creditor's Attorneys, Seventh Floor, Permanent Building, 343 Smith Street, Durban. (Ref. J. P. Cox/MC/F3892.)

Case No. 7405/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and MORGALINGUM NAIDOO, First Defendant, and KRISHNAVALLIE NAIDOO, Second Defendant

In pursuance of a judgment of the High Court of South Africa (Durban and Coast Local Division) in the above-mentioned suit, a sale will be held by the Sheriff, Pinetown, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, on 26 January 2000 at 10:00, of the undermentioned property to the highest bidder on conditions to be read by the Sheriff at the time of the sale. The property is described as:

Remainder of Erf 514, Queensburgh, Registration Division FT, situated in the Inner West City Council Area, Province of KwaZulu-Natal, in extent 6 653 (six thousand six hundred and fifty-three) square metres, held under Deed of Transfer T30770/1998.

Street address: 40 Valley View Road, Escombe, Queensburgh.

Improvements: Double storey brick under tile dwelling consisting of entrance hall, lounge, family-room, dining-room, study, kitchen, five bedrooms, bathroom, shower, toilet, two garages, servants' quarters, toilet and shower. Precast and brick fencing, swimming-pool, tarmac driveway and gates. Cottage 1: Lounge, kitchen, bedroom, bathroom and toilet. Cottage 2: Kitchen, shower, toilet and bedroom.

Zoning: Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff of the High Court, Pinetown, No. 2 Samkit Centre, 62 Caversham, Pinetown.

Dated at Durban on this 1st day of December 1999.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr G. A. Pentecost.)

Case No. 15678/99

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and R. F. HAZEL, First Defendant, and G. E. HAZEL, Second Defendant

In pursuance of judgment in the above action immovable property listed hereunder shall be sold in execution to the highest bidder on 26 January 2000 at 10:00, in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown:

Description: Erf 295, Waterfall Extension 12, Registration Division FT, situated in the Outer West Local Council Area, Province of KwaZulu-Natal, in extent 1 810 square metres, held by Deed of Transfer T4663/87 KZ.

Physical address: 5 Lahle Crescent, Waterfall.

Improvements: Single level brick dwelling under tile comprising three bedrooms (en-suite), bathroom/toilet, lounge, dining-room, kitchen, entrance hall, single garage, swimming-pool, toilet, precast and wire fencing, tarmac driveway and steel swing gates.

- The property and the improvements thereon are sold voetstoots and without any warranties.
- 2. The purchaser shall pay 10% of the relevant purchase price at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within fourteen (14) days after date of sale.
 - 3. The full conditions may be inspected at the office of the Sheriff, Pinetown, or at Dickinson & Theunissen.

Dickinson & Theunissen, Plaintiff's Attorneys, First Floor, One Simpson Place, Sunnyside Lane, Pinetown.

Case No. 8341/99

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

In the matter between BOE BANK LTD, Plaintiff, and TABLO INVESTMENTS (PTY) LTD, First Defendant, HOWARD LANGSTON WALDEN, Second Defendant, and MICHELLE BOZZA, Third Defendant

In pursuance of a judgment granted in the above Honourable Court on the 15 September 1999, and a warrant of execution, the undermentioned property will be sold in execution on 28 January 2000 at 09:00, in front of the Magistrate's Court, Ladysmith:

Lot 550 (48 Willis Street), Ladysmith, situated in the Ladysmith/Emnambithi Transitional Local Council Area, Administrative District of Natal.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed.

Zoning: Light Industry.

Improvements (the accuracy hereof is not guaranteed): Unit with corrugated iron roof and comprising workshop, reception area, shower, two toilets and office.

Material conditions: The sale of the property shall be subject to the following conditions:

- 1. The property shall be sold by the Sheriff of Ladysmith, on 28 January 2000 at 09:00, at the Magistrate's Court, Ladysmith.
- 2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the judgment creditor, refuse any bid. No bid less than R100,00 in value above the preceding bid shall be accepted by the Sheriff.
- 3. The purchase price shall be paid as to 10% deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.
- 4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
 - 5. The full conditions of sale applicable can inspected at the offices of Plaintiff's Attorneys, or the Sheriff, Ladysmith. Dated at Ladysmith on this 2nd day of December 1999.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CN0481.)

Case No. 551/98

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

In the matter between THE TOWN TREASURER OF THE GLENCOE TRANSITIONAL LOCAL COUNCIL, Plaintiff, and K. RAMHARAK, Defendant

In pursuance of a judgment granted on 12 May 1999, in the Glencoe Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 28 January 2000 at 09:00, at Magistrate's Court, Glencoe, to the highest bidder:

Description: Portion 1 of Erf 119, Glencoe (Extension 2), in extent one thousand four hundred and ninety nine (1 499) square metres.

Postal address: 8 Ghandi Road, Glencoe, 2930.

Improvements: The property is improved by the erection of a dwelling with outbuildings.

Held by the Defendant in his name under Deed of Transfer No. T18987/81.

- 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 purchaser price.

- 3. The purchaser shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
- 4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 55 Celle Street, Glencoe, 2930. Dated at Glencoe on this 18th day of November 1999.

J. J. de Wet, for De Wet Dreyer & Marx Inc., Plaintiff's Attorneys, 34 Karellandman Street, Glencoe; P O Box 190, Glencoe, 2930. [Tel. (034) 393-1502.] (Ref. Mr de Wet/LB/G206.)

Address of Defendant: 8 Ghandi Road, Glencoe, 2930.

Case No. 389/99

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

In the matter between THE TOWN TREASURER OF THE GLENCOE TRANSITIONAL LOCAL COUNCIL, Plaintiff, and S. A. SOOKNANAN, Defendant

In pursuance of a judgment on 30 June 1999, in the Glencoe Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 28 January 2000 at 09:00, at Magistrate's Court, Glencoe, to the highest bidder:

Description: Erf 1687, Glencoe (Extension 3), in extent one thousand three hundred and eight (1 308) square metres.

Postal address: 1 Alpha Road, Glencoe, 2930.

Improvements: The property is improved by the erection of a dwelling.

Held by the Defendant in his name under Deed of Transfer No. T14708/71.

- 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 purchaser price.
- 3. The purchaser shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
- 4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 55 Celle Street, Glencoe, 2930. Dated at Glencoe on this 18th day of November 1999.

J. J. de Wet, for De Wet Dreyer & Marx Inc., Plaintiff's Attorneys, 34 Karellandman Street, Glencoe; P O Box 190, Glencoe, 2930. [Tel. (034) 393-1502.] (Ref. COLLS/G097/LB.)

Address of Defendant: 1 Alpha Street, Glencoe, 2930.

Case No. 649/99

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

In the matter between THE TOWN TREASURER OF THE GLENCOE TRANSITIONAL LOCAL COUNCIL, Plaintiff, and MSAWENKOSI EDMUND MPUMGOSE, Defendant

In pursuance of a judgment on 22 October 1999, in the Glencoe Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 28 January 2000 at 09:00, at Magistrate's Court, Glencoe, to the highest bidder:

Description: Erf 1451, Glencoe, in extent nine hundred and twenty five (925) square metres.

Postal address: 1A Spoorweg Street, Glencoe, 2930.

Improvements: Unimproved land.

Held by the Defendant in his name under Deed of Transfer No. T19330/96.

- 1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
- 2. The purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the Purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the Purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser price.

- 3. The purchaser shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
- 4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 55 Celle Street, Glencoe, 2930. Dated at Glencoe on this 8th day of November 1999.

J. J. de Wet, for De Wet Dreyer & Marx Inc., Plaintiff's Attorneys, 34 Karellandman Street, Glencoe; P O Box 190, Glencoe, 2930. [Tel. (034) 393-1502.] (Ref. Mr de Wet/LB/G271.)

Address of Defendant: 1A Spoorweg Street, Glencoe, 2930.

Case No. 8342/99

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

In the matter between BOE BANK LTD, Plaintiff, and TABLO PROPERTIES (PTY) LTD, First Defendant, ANDREW HOWALD WALDEN, Second Defendant, MICHAEL ROBERT WALDEN, Third Defendant, HOWARD LANGSTON WALDEN, Fourth Defendant, and MICHELE BOZZA, Fifth Defendant

In pursuance of a judgment granted by the above Honourable Court on 10 September 1999 and a warrant of execution, the undermentioned property will be sold in execution on 28 January 2000 at 09:00, in front of the Magistrate's Court, Ladysmith:

Remainder of Portion 1 of Erf 1251 (6 Weaver Street), Ladysmith, Registration Division GS, situated in the Ladysmith/ Emnambithi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 2 544 square metres.

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

Zoning: General Industry.

Improvements (the accuracy hereof is not guaranteed): One Storey, roof—IBR sheeting. One unit comprising: Two offices, two change rooms, two showers, three toilets and urinal.

Material conditions: The sale of the property shall be subject to the following conditions:

- 1. The property shall be sold by the Sheriff of Ladysmith on 28 January 2000 at 09:00, at the Magistrate's Court, Ladysmith.
- The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100,00 in value above the preceding bid shall be accepted by the Sheriff.
- 3. The purchase price shall be paid as to 10% deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.
- 4. The Plaintiff, the Defendants and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
 - 5. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorneys, or the Sheriff, Ladysmith.

 Dated at Ladysmith on this 3rd day of December 1999.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CN0479.)

Case No. 2067/98

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZINTO HELD AT SCOTTBURGH

In the matter between SCOTTBURGH/UMZINTO NORTH TLC, Plaintiff, and PERUMAL GOVENDER, First Defendant, and KOGILAMBAL GOVENDER, Second Defendant

In pursuance of a judgment granted on 8 February 1999, in the Magistrate's Court, Scottburgh, and under a writ of execution issued thereafter, dated 8 February 1999, the immovable property listed hereunder will be sold in execution on 28 January 2000 at 10:00, at Cutty Sark Hotel, Starboard Conference Room, Scottburgh, to the highest bidder for cash:

Description: Erf 248, Umzinto, Registration Division ET, situated in the Scottburgh-Umzinto North Transitional Local Council Area, Province of KwaZulu-Natal, in the extent of Eight thousand and ninety-four (8 094) square metres, held under Deed of Transfer T6463/1992.

Postal address: Erf 248, Umzinto (chosed domicilium citandi et executandi).

Improvements: None-vacant land.

Outbuildings: None.

Nothing is guaranteed in these respects.

Material conditions:

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
- 2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Execution Creditor's attorneys to be furnished to the Sheriff, Scottburgh, within 14 (fourteen) days after the date of the sale.
- 3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the said attorneys.
- The purchaser shall be liable to pay interest on any preferent creditor's claim calculated from the date of the sale to date of transfer.

The full conditions may be inspected at the office of the Sheriff, 67 Williamson Street, Scottburgh.

Dated at Scottburgh on this 10th day of December 1999.

Havemann-Ferguson, Execution Creditor's Attorneys, Attorney for Judgment Creditor, First Floor, 130 Scott Street, Scottburgh, 4180. (Ref. APG/efd/14S028022.)

Case No. 4737/97

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and HEMLATA PROPERTIES (PROPRIETARY) LIMITED (No. 96/08278/07), Defendant

- 1. In pursuance of a judgment obtained in the above Court on 13 March 1998 and a writ of execution issued thereafter, the immovable properties listed hereunder will be sold in execution on 24 January 2000 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam:
 - 2. Description:
- (a) Sub. 2 of Lot 2226, Verulam, situated in the Northern Transitional Metropolitan Substructure Council: Verulam, in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent of 5 324 (five thousand three hundred and twenty-four) square metres.
- (b) Sub. 2 (of 1) of Lot 349, Verulam, situated in the Northern Transitional Metropolitan Substructure Council: Verulam, in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent of 1 082 (one thousand and eighty-two) square metres.
- (c) Sub. 28 of Lot 348, Verulam, situated in the Northern Transitional Metropolitan Substructure Council: Verulam, in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent of 6 656 (six thousand six hundred and fifty-six) square metres.
 - 3. Improvements: Properties comprising of four buildings:

First building: Is split in two (a) and (b): (a) Brick under asbestos dwelling comprising two open-plan offices (tiled), boardroom (tiled), open-plan factory, workshop and change room with urinal. (b) Open-plan factory, change room, three toilets, urinal and shower. In between buildings (a) and (b) is an asbestos covering.

Second building: Double storey and split into two (c) and (d): (c) Upstairs: Open-plan factory and store-room. (d) An open-plan office (tiled), a further office, two toilets, wash-basin, kitchen, open-plan factory and office. Downstairs: Open-plan factory, two offices and two toilets.

Third building: Brick under tin building comprising an open-plan factory.

Fourth building: Brick under tin building comprising an open-plan factory. Guard house, two entrances, metal manual gates, brick and pre-cast fencing, carport for eight vehicles and cemented yard.

Postal address: 23/25 Republic Street, Verulam.

Nothing is guaranteed in the above respects.

- 3.1 The above sale shall be subject to the terms and conditions of the Rules of the above Honourable Court.
- 3.2 The area in which the property is situated is zoned Residential.

- 4. Terms:
- 4.1 10% of purchase price to be paid in cash immediately after the sale.
- 4.2 The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within 14 (fourteen) days after the date of sale.
- 4.3 The purchaser shall be liable for the payment of interest to the Execution Creditor at the rate of 18,00% per annum from date of sale to date of registration of transfer, and to the bondholder at the prescribed rate of interest as set out in the conditions of sale.
- 4.4 Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and other charges necessary to effect transfer on request by the said attorneys.
- 4.5 The full conditions of sale may be inspected at the offices of the Sheiff for the High Court, Inanda (2) Verulam, 1 Trevennen Road, Lotusville, Verulam.

Dated at Durban on this 23rd day of November 1999.

Jackson & Ameen, Attorney for Execution Creditor, Suite 15, Second Floor, Mangrove Beach Centre, 91 Somtseu Road, North Beach, Durban. (Ref. COLLS/NA/KK/05N011471.)

Case No. 2752/96

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between THE STANDARD BANK OF SA LIMITED, Plaintiff, and WILLEM HENDRIK MULLER, Defendant

In pursuance of a judgment of the High Court of South Africa (Natal Provincial Division), the following property belonging to the Defendant, will be sold in execution on 26 January 2000 at 10:30, at the Magistrate's Court, Barker Street, Kokstad, to the highest bidder:

Property description: Erf 243, Kokstad, situated in the Borough of Kokstad, Administrative District of Mount Currie, in extent 4 264 (four thousand two hundred and sixty-four) square metres, held under Deed of Transfer T35754/1975.

Postal address: 66 Hawthorn Street, Kokstad, KwaZulu-Natal.

Improvements: The property has been improved by the construction of a single-storey brick under tile roof dwelling comprising entrance hall, lounge, dining-room, family room, kitchen, laundry, four bedrooms, bathroom and bathroom/toilet. Outbuildings consist of three servants' quarters, toilet, store and two offices. There is also a cottage comprising kitchen, bathroom/toilet, lounge and two bedrooms.

Nothing is guaranteed in respect of the above.

The full conditions of sale may be inspected at the office of the Sheriff, 71 Hope Street, Kokstad, and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg on this 8th day of December 1999.

Goodrickes, c/o Austen Smith, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, 3201; P.O. Box 37, Pietermaritzburg, 3200. [Tel. (033) 394-0786.] (Ref. LRM/32/G0193/99.)

Case No. 9626/99

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

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Execution Creditor, and KENNETH JOHN BLEEKER, Execution Debtor

In pursuance of a judgment granted on 11 August 1999, in the Magistrate's Court, Pietermaritzburg, and under writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 28 January 2000 at 11:00 at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg:

Description: Erf 922, Hilton Extension 6, Registration Division FT, situated in the Hilton Transitional Local Council Area, Province of KwaZulu-Natal, in extent 2 002 square metres.

Physical address: 29 Bergview Road, Hilton, KwaZulu-Natal.

The property consists of a single-storey dwelling with entrance hall, lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower, two toilets and outbuildings consists of a garage, servants' quarters and a toilet and shower.

The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder and the full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg, this 8th day of December 1999.

G. J. Campbell, for Stowell & Co., Plaintiff's Attorneys, 295 Pietermaritz Street, Pietermaritzburg.

Case No. 2720/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between UNIBANK BANK LIMITED, Plaintiff, and MARK WINSTON HILL, Identity No. 5801045067085, Defendant

In pursuance of a judgment of the above Honourable Court dated 2 August 1999 a sale in execution will be held on Wednesday, 2 February 2000 at 10:00 at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, the following property will be sold by the Sheriff for the High Court, Pinetown, to the highest bidder:

Sub. 1 of Lot 2426, Queensburgh, 4070 and more fully described as Sub. 1 of Lot 2426, Queensburgh, situated in the Borough Queensburgh, Administrative District of Natal, Province of KwaZulu-Natal in extent 1 620 (one thousand six hundred and twenty) square metres; and

with the postal and street address of 33 Wirtz Road, Queensburgh, 4070.

Fixed improvements (the following information is furnished but nothing is guaranteed in this regard): A small dwelling with an attached single garage has been erected on the property. It is constructed of plastered brick under a clay tile roof but comprises a basic shell with virtually no fixtures.

The sale shall be subject to the following conditions:

- 1. The sale shall be subject to the terms and conditions of the High Court and the Rules made thereunder.
- 2. The purchaser (other than the Execution Creditors) shall pay a deposit of 10% of the purchase price in cash at the time of the sale.
- 3. The full conditions of sale may be inspected at the offices of the Sheriff for the High Court, Pinetown, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown.

Dated at Durban this 3rd day of December 1999.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Schwartz/nj/U003.3130/99.)

Case No. 27737/95

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

In the matter between KWAZULU FINANCE AND INVESTMENT CORPORATION LTD, Plaintiff, and MUZIWAMANDLA BRADFORD NGCOBO, Defendant

In pursuance of a judgment of the Court of the Magistrate, Pietermaritzburg dated 2 January 1996 the writ of execution dated 3 January 1996 the immovable property listed hereunder will be sold in execution on Friday, 28 January 2000 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Lot 2 of kwaGcabashe Township, situated in the County of Pietermaritzburg Province of Natal, in extent nine hundred and thirty-one (931) square metres.

- 1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and Rules made thereunder, and of the title deed in so far as these are applicable.
 - 2. The following improvements on the property are reported, but not guaranteed: Dwelling-house.
- 3. The purchase price shall be paid in full by way of cash or bank-guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 19% per annum to date of payment.
- 4. The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Pietermaritzburg, immediately prior to the sale may be inspected at his office at 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg this 2nd day of December 1999.

A. H. R. Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. AL/gd/K1L/715.)

Case No. 4502/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between THE BOROUGH OF EMPANGENI, Judgment Creditor, and CMO / N. VAN TONDER, Judgment Debtors

In pursuance of a judgment granted on 6 August 1999, in the above Court, and a writ of execution issued thereafter, the Judgment Debtor's immovable property listed hereunder shall be sold in execution, to the highest bidder on, 25 January 2000 at 11:00, at the front steps, Magistrate's Court, Empangeni:

- 1. (a) Deeds office description: Lot 635, Empangeni (Extension 13), situated in the Empangeni/Ngwelezane Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, measuring in extent 1 174 (one thousand one hundred and seventy-four) square metres.
 - (b) Street address: 46 Moberly Road, Empangeni.
- (c) Improvements (not warranted to be correct): Brick under tile dwelling consisting of brick under tiled dwelling consisting of three bedrooms, two bathrooms with toilets, lounge-room, dining-room, kitchen and garage.
 - (d) Zoning/special privileges or exemptions: Special Residential Zoning, no special privileges or exemptions.
- 2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, First Floor, Davidson's Chambers, Union Street, Empangeni.
- 3. The sale shall be by public auction without reserve to the highest bidder. In subject to the provisions of section 66(2) of the Magistrates' Courts Act.

Dated at Empangeni on this 11th day of November 1999.

Van der Westhuizen & Garland, 107 TML House, Union Street, Empangeni. (Ref. JCVDW/madelène/02/BO147/99.)

Case No. 2103/99

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

In the matter between SAAMBOU BANK LIMITED (Reg. No. 87/05437/06), Plaintiff, THOBEKILE NOMKUCA (ID No: 6206285932080), First Defendant, and FAVOURITE NONTHUTHUZELO NOMKUCA (ID No: 6605101006088), Second Defendant

In pursuance of judgment granted on 1999-08-25, in the Pinetown Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 2000-01-26 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: Erf 4093, Pinetown (Extension 41), Registration Division FT, in the Pinetown Entity, and in the Port Natal-Ebhodwe Joint Services Board Area, Province of KwaZulu-Natal, in extent 1 193 (one thousand one hundred and ninety-three) square metres, held by the Defendants in their name under Deed of Transfer T13485/98.

Postal address: 28 Millrock Road, Pinetown, 3610.

Improvements: Vacant Land. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

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

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 2 Samkit Centre, 62 Caversham Road, Pinetown 36.

Dated at Pinetown on this 25th day of November 1999.

R. F. Havemann, for Halse, Havemann & Lloyd, Plaintiff's Attorneys, First Floor, Deodant Building (Sanlam), corner of St Johns Avenue and Payne Street, Pinetown. (Tel. Mrs Chapman 701-1477.) (Ref. Havemann/bc/52S801/0083).

Case No. 828/94

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between SYFRETS BANK LIMITED, Plaintiff, and ANTHONY CHARLES CHAPMAN, Defendant

In execution of a judgment of the High Court of South Africa (Natal Provincial Division) the following immovable property owned by the above-named Defendant, will be sold in execution on 25 January 2000 at 11:00, on the front steps of the Magistrate's Court, Empangeni, to the highest bidder for cash, without reserve:

Rem of Lot 2308, Richards Bay, situated in the Richards Bay Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 4 761 (four thousand seven hundred and sixty-one) square metres.

The following information relating to the property is furnished but not guaranteed in any way:

- 1. The property is situated at 14 to 20 Eutectic Point, Richards Bay, KwaZulu-Natal.
- 2. The property has been improved by the construction thereon of a commercial premises made up of two workshops and office buildings.
- 3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff, Empangeni, and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, KwaZulu-Natal, during normal office hours.

Dated at Pietermaritzburg this 15th day of November 1999.

Austen Smith, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. R. N. Scott/ls/D2/S0189/94.)

Case No. 4405/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between THE BOROUGH OF EMPANGENI, Judgment Creditor, and S. E. and G. N. NGUBO, Judgment Debtors

In pursuance of a judgment granted on 12 August 1999 in the above Court, and a writ of execution issued thereafter, the Judgment Debtor's immovable property listed hereunder shall be sold in execution, to the highest bidder on 25 January 2000 at 11:00, at the front steps, Magistrate's Court, Empangeni.

- 1. (a) Deeds office description: Lot 1829, Empangeni Extension 25, situated in the Empangeni/Ngwelezane Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, measuring in extent 1 337 (one thousand three hundred and thirty-seven) square metres.
 - 1. (b) Street address: 65 Louis Botha, Empangeni.
- 1. (c) Improvements (not warranted to be correct): Brick under tile dwelling consisting of four bedrooms, dining-room, lounge room, kitchen, bathroom with toilet and garage.
 - 1. (d) Zoning/special privileges or exemptions: Special Residential Zoning, no special privileges or exemptions.
- 2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, First Floor, Davidson's Chambers, Union Street, Empangeni.
- 3. The sale shall be by public auction without reserve to the highest bidder. In subject to the provisions of section 66 (2) of the Magistrates' Courts Act.

Dated at Empangeni this 10th day of November 1999.

Van der Westhuizen & Garland, 107 T M L House, Union Street, Empangeni. (Ref. JCVDW/madelène/02/B0165/99.)

Case No. 2894/97

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and THEMBA HECTOR MKHULISE, First Defendant, and ZINHLE MATRON MKHULISE, Second Defendant

The undermentioned property will be sold in execution by the Sheriff of the High Court for the District of Mooi River in front of the Magistrate's Court, Mooi River, KwaZulu-Natal, on 27 January 2000 at 11:00:

Sub 1 of Lot 131, Mooi River, situated in the Borough of Mooi River, Administrative District of Natal, in extent 1 626 (one thousand six hundred and twenty-six) square metres.

The property is situated at 63 Commercial Road, Mooi River, KwaZulu-Natal, on which a dwelling-house is constructed. The full conditions of sale may be inspected at the offices of the Sheriff, 54 Richmond Road, Estcourt, KwaZulu-Natal.

Dated at Pietermaritzburg this 10th day of December 1999.

Tatham, Wilkes & Company, Plaintiff's Attorneys, 200 Berg Street, Pietermaritzburg. (Ref. H. M. Drummond/G148.)

Case No. 2703/96

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and NICHOLAS NDO MAYISELA, Defendant

The undermentioned property will be sold in execution by the Sheriff of the High Court for the District of Estcourt, in front of the Magistrates' Court, Albert Street, Estcourt, KwaZulu-Natal, on 28 January 2000 at 10:00:

Site 296, in the Township of Wembesi-A, District of Estcourt, in extent 465 square metres, represented and described on General Plan BA 8/1969.

The property is situated at Site No. 296, Wembezi-A, Estcourt, KwaZulu-Natal, on which a dwelling-house is constructed.

The full conditions of sale may be inspected at the offices of the Sheriff, 54 Richmnd Road, Estcourt, KwaZulu-Natal.

Dated at Pietermaritzburg on this 10th day of December 1999.

Tatham, Wilkes & Company, Plaintiff's Attorneys, 200 Berg Street, Pietermaritzburg. (Ref. H. M. Drummond/G42.)

Case No. 1320/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between NBS BOLAND BANK LIMITED (Reg. No. 51/00847/06), Plaintiff, and MARIMUTHU GOVENDER, First Defendant, and ANJELLA GOVENDER, Second Defendant

- 1. In pursuance of a judgment obtained in the above Court on 28 September 1999 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 27 January 2000 at 12:00, at front entrance of the High Court, Masonic Grove, Durban.
- 2. Description: Sub. 396 of Lot 316, Duiker Fontein, situated in the City of Durban, Administrative District of Natal, in extent six hundred and eighty-seven (687) square metres, which property is held by the Mortagagor under Deed of Transfer T18452/89, and is subject to the terms and conditions contained therein.
- 3. *Improvements:* Brick under tile dwelling, comprising of lounge open plan/dining-room (aircon), kitchen (built-in cupboards, tiled), bathroom (toilet, bath, wash closet, tiled), toilet (shower, tiled), two bedrooms (b.i.c., carpeted, aircon in one room), bedroom (carpeted, aircon), burgular guards and boundary wall.

Postal address: 53 Paruk Drive, Effingham Road, Durban.

Nothing is guaranteed in the above respects.

- 3.1 The above sale shall be subject to the terms and conditions of the Rules of the above Honourable Court.
- 3.2 The area in which the property is situated is zoned Residential.
- 4. Terms:
- 4.1 (10%) of purchase price to be paid in cash immediately after the sale.
- 4.2 The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within 14 (fourteen) days after the date of sale.
- 4.3 The purchaser shall be liable for the payment of interest to the Execution Creditor at the rate of 18,00% per annum, from date of sale to date of registration of transfer, and to the Bondholder at the prescribed rate of interest as set out in the conditions of sale.

- 4.4 Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and other charges necessary to effect transfer on request by the said attorneys.
- 4.5 The full conditions of sale may be inspected at the offices of the Sheriff for the High Court, Durban North, 15 Milne Street, Durban.

Dated at Durban on this 30th day of October 1999.

Jackson & Ameen, Attorney for Execution Creditor, Suite 15, Second Floor, Mangrove Beach Centre, 91 Somtseu Road, North Beach, Durban. (Ref. Colls/NA/AS/05N349033.)

Case No. 9350/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and VIKESH RAMLUKAN, First Defendant, and MEENAKUMARIE RAMLUKAN, Second Defendant

In terms of a judgment of the above Honourable Court dated 29 October 1999 a sale in execution will be held on 2 February 2000 at 10:00 at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder without reserve:

Portion 6 of Erf 529, Queensburgh, Registration Division FT, situated in the Inner West City Council Area, Province of KwaZulu-Natal, in extent one thousand and sixteen (1 016) square metres, held by Deed of Transfer T31274/1994.

Physical address: 8 Jones Crescent, Queensburgh.

Improvements:

The following information is furnished but not guaranteed: Single level brick under tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms with b.i.c., m.e.s., bathroom with toilet, two garages, swimming-pool, brick and precast fencing, Tarmac driveway and gates. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.)

The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within twenty-one (21) days from the date of sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder. The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Pinetown, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban on this 14th day of December 1999.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, First Floor, 21 Aliwal Street. (Ref. Mrs Radford/cm/S0932/359.)

Case No. 6005/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and STEPHEN LAYZELL, Defendant

In terms of a judgment of the above Honourable Court dated 2 September 1999, a sale in execution will be held on 27 January 2000 at 10:00, at Eighth Floor, Maritime House, Salmon Grove 1, Durban, to the highest bidder without reserve:

- (a) A unit consisting of section 30 as shown and more fully described in Sectional Plan SS47/1979, in the scheme known as Eastfields, in respect of the land and building or buildings situated in Durban, of which section the floor area according to the Sectional Plan is one hundred and six (106) square metres in extent; and
- (b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said Sectional Plan and held under Deed of Transfer ST9794/1994.

Physical address: 30 Eastfields, 30 Fiskal Place, Woodhaven.

Improvements: The following information is furnished but not guaranteed: Duplex of brick under cement roof with separate garage consisting of three bedrooms, separate toilet with basin (carpeted), bathroom with bath, basin and toilet (carpeted), lounge (carpeted), dining-room (carpeted), kitchen (lino floor), servants' quarters attached to duplex with room, toilet/shower. The property is fully fenced. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within twenty-one (21) days from the date of sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder. The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Durban South, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban on this 6th day of December 1999.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, First Floor, 21 Aliwal Street. (Ref. Mrs Radford/cm/S0932/324.)

Case No. 370/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and TREVOR ANTHONY SYKES, Defendant

In terms of a judgment of the above Honourable Court dated 10 February 1998, a sale in execution will be held on 27 January 2000 at 10:00, at Eighth Floor, Maritime House, Salmon Grove No. 1, Durban, to the highest bidder without reserve:

Portion 134 (of Erf 600) Bluff, Registration Division FU, in the Durban Central Transitional Metropolitan Substructure Council Area, Province of KwaZulu-Natal, in extent 975 (nine hundred and seventy-five) square metres. Held by Deed of Transfer T9705/1993.

Physical address: 18 Donald Road, Bluff.

Improvements:

The following information is furnished but not guaranteed: House of brick under tile roof with separate garage consisting of three bedrooms, two toilets (wooden floor), bathroom with bath and basin (wooden floor), lounge (wooden floor), dining-room (wooden floor), kitchen with no fitted cupboards (wooden floors), servants' quarters attached to the garage with toilet/shower. The property is fully fenced. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within twenty-one (21) days from the date of sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder. The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Durban South, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban on this 13th day of December 1999.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, First Floor, 21 Aliwal Street. (Ref. Mrs Radford/cm/S0932/125.)

Case No. 7978/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and RICHARDS BAY CHROME (PTY) LTD, Defendant

In terms of a judgment of the above Honourable Court dated 1 October 1999 a sale in execution will be held on 27 January 2000 at 11:00, at the front steps of the Magistrate's Court, Empangeni, to the highest bidder without reserve:

Lot 1799, Richards Bay (Extension 9), situated in the Borough of Richards Bay, Administrative District of Natal, in extent 9 096 square metres, held under Deed of Transfer T1964/1993.

Physical address: 11 Ohmzone Crescent, Alton, Richards Bay.

The following information is furnished but not guaranteed: Business premises consisting of: *One area:* Brick under tile, five offices, reception area, kitchen, two toilets. *Another area:* Brick under tile: Ablution Block. *Another area:* Brick under galvinized iron, chemical plant. *Another area:* Brick under tile: Security building. (The nature, extent, conditions and existence of the improvements are not guaranteed, and are sold voetstoots).

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Lower Umfolozi, 12 Union Street, Davidson Chambers, Empangeni, or at the offices of Strauss Daly Inc.

Dated at Durban on this 15th day of December 1999.

A. J. McNabb, for Strauss Daly Inc., Attorneys, First Floor, 21 Aliwal Street. (Ref. Mrs D. Jarrett/K0001/225/ma.)

Case No. 9138/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and ELIZABETH DAWN LINDEQUE, Defendant

In pursuance of a judgment granted on 1 November 1999 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in exeuction, to the highest bidder on 26 January 2000 at 11:00, at the steps of the Magistrate's Court, Empangeni:

- (a) Description: Lot 8260, Richards Bay Extension 26, situated in the Richards Bay Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, measuring 1 234 (one thousand two hundred and thirty four) square metres in extent.
 - (b) Street address: 10 Nightjarnook, Birdswood, Richards Bay.
- (c) *Improvements* (not warranted to be correct): Brick under tile double storey dwelling consisting of three bedrooms, two bathrooms with toilet, lounge, dining-room, TV-room and kitchen.
 - (d) Zoning/Special Privileges or exemptions: Special Residential zoning, no special privileges or exemptions.
- The conditions of sale may be inspected at the office Sheriff of the Magistrate's Court, Davidson Chambers, Union Street, Empangeni.
 - 3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Richards Bay on this 29th day of November 1999.

Kloppers Incorporated, First Floor, Partridge Place (P.O. Box 1659), Richards Bay. (Ref. Mr Kloppers/dw/08/S003/017.)

Case No. 6770/98

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between ABSA BANK LIMITED, trading as ALLIED BANK, Plaintiff, and CHERYL MARGARET PAYN, First Defendant, and BRIAN ALEXANDER PAYN, Second Defendant

In pursuance of a judgment granted on 21 August 1998 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 26 January 2000 at 11:00, at the steps of the Magistrate's Court, Empangeni:

- 1. (a) Description: Lot 199, Kwambonambi, Extension 2, situated in the Development Area of Kwambonambi and in the Zululand Joint Services Board Area, Administrative District of Natal, measuring 2 433 (two thousand four hundred thirty three) square metres.
 - (b) Street address: 20 Wedgewood Avenue, Kwambonambi.
- (c) Improvements (not warranted to be correct): Brick under tile single-storey dwelling consisting of four bedrooms, two bathrooms, lounge, dining-room, kitchen and double garage.
 - (d) Zoning/Special Privileges or exemptions: Special Residential zoning, no special privileges or exemptions.
 - 2. The conditions of sale may be inspected at the office Sheriff of the Magistrate's Court, Empangeni.
 - 3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Richards Bay on this 2nd day of December 1999.

Kloppers Incorporated, First Floor, Partridge Place (P.O. Box 1659), Richards Bay. (Ref. Mr Kloppers/dw/08/A002/056.)

Case No. 1204/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF HLABISA HELD AT MTUBATUBA

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and LINDINKOSI NGCOBO, Defendant

In pursuance of a judgment granted on 22 October 1999 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 25 January 2000 at 11:00, at the steps of the Magistrate's Court, Mtubatuba:

- 1. (a) Description: Site A75, KwaMsane, situated in the Township of KwaMsane, District of Hlabisa, Province of KwaZulu-Natal, in extent measuring 325 (three hundred and twenty-five) square metres.
 - (b) Street address: A 75 KwaMsane.
- (c) Improvements (not warranted to be correct): Single-storey dwelling consisting of lounge, two bedrooms, bathroom and kitchen.
 - (d) Zoning/special privileges or exemptions: Special Residential Zoning, no special privileges or exemptions.
- 2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Davidson's Chambers, Union Street, Empangeni.
 - 3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Richards Bay this 29th day of November 1999.

Kloppers Incorporated, First Floor, Partridge Place (P.O. Box 1659), Richards Bay. (Ref. Mr Kloppers/dw/08/S003/044.)

Case No. 8542/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between ABSA BANK LIMITED, Plaintiff, and ERNEST EDWIN LUDICK, Defendant

In pursuance of a judgment granted on 26 October 1999 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 26 January 2000 at 11:00, at the steps of the Magistrate's Court, Empangeni:

- 1. (a) Description: Lot 2010, Richards Bay Extension 11, situated in the Borough of Richards Bay, Administrative District of Natal, measuring 1 056 (one thousand and fifty-six) square metres in extent.
 - (b) Street address: 12 Wattelgoud, Arboretum, Richards Bay.
- (c) Improvements (not warranted to be correct): Brick under tile single-storey dwelling consisting of two flats—bedroom, bathroom with toilet and kitchen. One flat: Two bedrooms, bathroom with toilet, kitchen and lounge.
 - (d) Zoning/special privileges or exemptions: Special Residential Zoning, no special privileges or exemptions.
- 2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Davidson's Chambers, Union Street, Empangeni.
 - 3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Richards Bay this 16th day of November 1999.

Kloppers Incorporated, First Floor, Partridge Place (P.O. Box 1659), Richards Bay. (Ref. Mr Kloppers/dw/08/U001/009.)

Case No. 1011/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and BHEKINKOSI BHEKIZENZO MKHWANAZI, First Defendant, and CEBILIHLE LINDIWE MKHWANAZI, Second Defendant

In pursuance of a judgment granted on 8 March 1999 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 26 January 2000 at 11:00, at the steps of the Magistrate's Court, Empangeni:

- 1. (a) Deeds office description: Lot 3100, Empangeni Extension 23, situated in the Empangeni–Ngwelezane Transitional Local Council Area, Administrative District of Natal, measuring 750 (seven hundred and fifty) square metres.
 - 1. (b) Street address: 66 Durnford Road, Empangeni.
- 1. (c) *Improvements* (not warranted to be correct): Brick under tile single-storey dwelling consisting of four bedrooms, dining-room, lounge, kitchen and bathroom with toilet. Property is fenced.

- 1. (d) Zoning/special privileges or exemptions: Special Residential Zoning, no special privileges or exemptions.
- 2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Davidson's Chambers, Union Street, Empangeni.
 - 3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Richards Bay this 16th day of November 1999.

Kloppers Incorporated, First Floor, Partridge Place, Richards Bay; c/o G. J. Pienaar & Associates, Unit 1A, Maxwell Street, Empangeni. (Ref. Mr Kloppers/dw/08/S003/253.)

Case No. 5559/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and MARCEL ESTERHUYZE, First Defendant, and HEIDE FARBER, Second Defendant

In pursuance of a judgment granted on 13 July 1999 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 25 January 2000 at 11:00, at the steps of the Magistrate's Court, Empangeni:

- 1. (a) Description: A unit consisting of Section 8, as shown and more fully described on Sectional Plan SS511/94, in the scheme known as Pelican Place, in respect of the land and building or buildings situated at Richards Bay, in the Richards Bay Transitional Local Council Area, of which the floor area according to the said sectional plan is 84 (eighty-four) square metres.
 - (b) Street address: 8 Pelican Place, Birdswood, Richards Bay.
- (c) Improvements (not warranted to be correct): Brick under tile single-storey unit consisting of two bedrooms, bathroom with toilet, lounge, dining-room, kitchen and garage.
 - (d) Zoning/special privileges or exemptions: Special Residential zoning, no special privileges or exemptions.
- 2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Davidson Chambers, Union Street, Empangeni.
 - 3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Richards Bay on this 16th day of November 1999.

Kloppers Incorporated, First Floor, Partridge Place (P.O. Box 1659), Richards Bay. (Ref. Mr Kloppers/dw/08/S003/122.)

Case No. 8857/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between NBS, a Division of BOE BANK LIMITED, Plaintiff, and MAHAMED IQUBAL IMANDIN, Defendant

In terms of a judgment of the above Honourable Court, a sale in execution will be held on 27 January 2000 at 12:00, on the steps of the High Court, Masonic Grove, Durban, to the highest bidder without reserve:

Description: A unit consisting of-

- (a) Section 15, as shown and more fully described on Sectional Plan SS184/1994, in the scheme known as Sheraton Gardens, in respect of the land and building or buildings situated at Brickfield, in the Durban Entity, of which section the floor area, according to the said sectional plan is 63 (sixty-three) square metres in extent; and
- (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST3178/1997.

Physical address: Flat 21, Sheraton Gardens, 497 Brickfield Road, Overport.

The following information is furnished but not guaranteed:

Improvements: A flat comprising bedroom, bathroom, lounge/dining-room, kitchen, bath/shower, toilet, enclosed balcony and parking.

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff, Durban Norh, 15 Milne Street, Durban.

Dated at Durban on this 10th day of December 1999.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr G. A. Pentecost/CG).

Case No. 237/99

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

In the matter between ABSA BANK LIMITED (Registration No. 86/04794/06), Plaintiff, and NOLA JOAN NELSON, Defendant

In pursuance of a judgment granted in the Magistrate's Court for the District of Richmond, under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the Sheriff's Sales Yard, 56 Shepstone Street, Richmond, on Friday, 28 January 2000 at 11:00:

Property description: Erf 525, Richmond, Registration Division ET, situated in the Richmond Transitional Local Council Area, and in the Ugu Regional Council Area, Province of KwaZulu-Natal, in extent 7 999 square metres, held under Deed of Transfer T27639/1995, and situated at 11 Illovo Drive, Richmond.

The property comprises the following: Dwelling under brick and tile, consisting of three bedrooms with built-in cupboards (main bedroom with bathroom), large lounge with fire place, dining-room with serving hatch, bathroom, two garages, shower and toilet behind garage, servant's room and veranda.

Nothing in this regard is guaranteed.

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
- 2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance together with interest thereon calculated at the rate of 17,50% per annum, against transfer, to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the sale which guarantee shall be approved by the Plaintiff's attorneys.
- 3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer, upon request by the Plaintiff's attorneys.
- 4. The full conditions of sale may be inspected at the office of either the Sheriff of the Magistrate's Court, Richmond, 56 Shepstone Street, Richmond, or at the offices of the Plaintiff's attorneys.

Dated at Port Shepstone on this 13th day of December 1999.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (ERB/A319/01A037319.)

Case No. 3904/99

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, No. 62/00738/06, Plaintiff, and JOHANNES JOSEPH KLOMPENHOUWER, First Defendant, and LESLEY ANN KLOMPENHOUWER, Second Defendant

In pursuance of a judgment granted in the Magistrate's Court for the District of Port Shepstone, under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve in front of the Magistrate's Court, Port Shepstone, at 10:00, on Friday, 28 January 2000:

Property description: Erf 56, Pumula, Registration Division ET, situate in the Hibberdene Transitional Local Council Area and in the Ugu Regional Council Area, Province of KwaZulu-Natal, in extent 1 749 square metres, held under Deed of Transfer No. T16262/1994, and situated at Erf 56, Golf Road, Pumula.

The property comprises the following: Dwelling under brick and asbestos, consisting of 1 toilet, 1 bathroom with bath and basin, 4 bedrooms, lounge/kitchen, 1 garage, servant's quarters with shower, toilet and basin.

Nothing in this regard is guaranteed.

- 1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
- 2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and auctioneer's commission in cash immediately after the sale and the balance together with interest thereon calculated at the rate of 19% per annum, against transfer, to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the sale, which guarantee shall be approved by the Plaintiff's attorneys.
- 3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value Added Tax and other necessary charges to effect transfer, upon request by the Plaintiff's attorneys.
- 4. The full conditions of sale may be inspected at the office of either the Sheriff of the Magistrate's Court, Port Shepstone, or at the offices of the Plaintiff's attorneys.

Dated at Port Shepstone on this 8th day of November 1999.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. ERB/ST114/01SJ29114.)

Case No. 484/99

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

In the matter between THE TOWN TREASURER OF THE GLENCOE TRANSITIONAL LOCAL COUNCIL, Plaintiff, and R. RAGUBEER, Defendants

In pursuance of a judgment granted on 21 July 1999, in the Glencoe Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 28 January 2000 at 09:00, at Magistrate's Court, Glencoe, to the highest bidder:

Description: Erf 1841, Glencoe (Extension 3), in extent one thousand two hundred and fifty six (1 256) square metres.

Postal address: 2 Kismet Avenue, Glencoe, 2930.

Improvements: The property is improved by the erection of a double storey dwelling with outbuildings.

Held by the Defendant in his name under Deed of Transfer No. 11637/71.

- 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 purchaser price.
- 3. The purchaser shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
- 5. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 55 Celle Street, Glencoe, 2930.

Dated at Glencoe on this 24th day of November 1999.

J. J. de Wet, for De Wet Dreyer & Marx Inc., Plaintiff's Attorneys, 34 Karellandman Street, Glencoe; P O Box 190, Glencoe, 2930. [Tel. (034) 393-1502.] (Ref. Mr de Wet/LB/G115.)

Address of Defendant: 2 Kismet Avenue, Glencoe, 2930.

Case No. 482/99

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

In the matter between THE TOWN TREASURER OF THE GLENCOE TRANSITIONAL LOCAL COUNCIL, Plaintiff, and SUDESH RAMCHAND RAGUBEER and JAYSHREE RAGUBEER, Defendant

In pursuance of a judgment granted on 21 July 1999, in the Glencoe Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 28 January 2000 at 09:00, at Magistrate's Court, Glencoe, to the highest bidder:

Description: Erf 2773, Glencoe, in extent one thousand three hundred and twenty six (1 326) square metres.

Postal address: 3 Tin Street, Glencoe, 2930.

Improvements: The property is improved by the erection of workshops.

Held by the Defendant in his name under Deed of Transfer No. T3115/89.

- 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 purchaser price.
- 3. The purchaser shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
- 5. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 55 Celle Street, Glencoe, 2930.

Dated at Glencoe on this 24th day of November 1999.

J. J. de Wet, for De Wet Dreyer & Marx Inc., Plaintiff's Attorneys, 34 Karellandman Street, Glencoe; P O Box 190, Glencoe, 2930. [Tel. (034) 393-1502.] (Ref. Mr de Wet/LB/G139.)

Address of Defendant: 3 Tin Street, Glencoe, 2930.

Case No. 650/99

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

In the matter between THE TOWN TREASURER OF THE GLENCOE TRANSITIONAL LOCAL COUNCIL, Plaintiff, and MSAWENKOSI EDMUND MPUNGOSE, Defendant

In pursuance of a judgment granted on 22 October 1999, in the Glencoe Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 28 January 2000 at 09:00, at Magistrate's Court, Glencoe, to the highest bidder:

Description: Erf 1450, Glencoe, in extent one thousand four hundred and thirty eight (1 438) square metres.

Postal address: 1 Spoorweg Street, Glencoe, 2930.

Improvements: The property is improved by the erection of a dwelling house with outbuildings.

Held by the Defendant in his name under Deed of Transfer No. T19330/96.

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

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 55 Celle Street, Glencoe, 2930.

Dated at Glencoe on this 8th day of November 1999.

J. J. de Wet, for De Wet Dreyer & Marx Inc., Plaintiff's Attorneys, 34 Karellandman Street, Glencoe; P O Box 190, Glencoe, 2930. [Tel. (034) 393-1502.] (Ref. Mr de Wet/LB/G270.)

Address of Defendant: 1 Spoorweg Street, Glencoe, 2930.

Case No. 646/99

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

In the matter between THE TOWN TREASURER OF THE GLENCOE TRANSITIONAL LOCAL COUNCIL, Plaintiff, and NOKUKUNA XOTHONGO and THEMBAKILE KHANYISILE XOTHONGO, Defendants

In pursuance of a judgment granted on 1 November 1999, in the Glencoe Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 28 January 2000 at 09:00, at Magistrate's Court, Glencoe, to the highest bidder:

Description: Erf 1166, Glencoe, in extent two thousand and twelve (2 012) square metres. '

Postal address: 58 Damman Street, Glencoe, 2930.

Improvements: The property is improved by the erection of a dwelling house with outbuildings.

Held by the Defendant in his name under Deed of Transfer No. T2172/93.

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

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 55 Celle Street, Glencoe, 2930.

Dated at Glencoe on this 8th day of November 1999.

J. J. de Wet, for De Wet Dreyer & Marx Inc., Plaintiff's Attorneys, 34 Karellandman Street, Glencoe; P O Box 190, Glencoe, 2930. [Tel. (034) 393-1502.] (Ref. Mr de Wet/LB/G244.)

Address of Defendant: 58 Damman Street, Glencoe, 2930.

Case No. 593/99

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

In the matter between THE TOWN TREASURER OF THE GLENCOE TRANSITIONAL LOCAL COUNCIL, Plaintiff, and MPIYODWA WILBARD ZIKALALA and MARIA ZIKALALA, Defendants

In pursuance of a judgment granted on 19 October 1999, in the Glencoe Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 28 January 2000 at 09:00, at Magistrate's Court, Glencoe, to the highest bidder:

Description: Erf 1707, Glencoe (Extension 3), in extent one thousand three hundred and seventy (1 370) square metres.

Postal address: 7 Riverview Street, Glencoe, 2930.

Improvements: Unimproved land.

Held by the Defendant in his name under Deed of Transfer No. T20668/92.

- 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 purchaser price.
- 3. The purchaser shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
- 4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 55 Celle Street, Glencoe, 2930.

Dated at Glencoe on this 5th day of November 1999.

J. J. de Wet, for De Wet Dreyer & Marx Inc., Plaintiff's Attorneys, 34 Karellandman Street, Glencoe; P O Box 190, Glencoe, 2930. [Tel. (034) 393-1502.] (Ref. Mr de Wet/LB/G197.)

Address of Defendant: 7 Riverview Street, Glencoe, 2930.

Case No. 533/98

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

In the matter between THE TOWN TREASURER OF THE GLENCOE TRANSITIONAL LOCAL COUNCIL, Plaintiff, and K. B. SHARDELOW, Defendant

In pursuance of a judgment granted on 1999-01-21, in the Glencoe Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 28 January 2000 at 09:00, at Magistrate's Court, Glencoe, to the highest bidder:

Description: Erf 1560, Glencoe, in extent 2 791 (two thousand seven hundred and ninety-one) square metres.

Postal address: 51 Louisa Road, Glencoe, 2930.

Improvements: Vacant Land, held by the Defendant in his name under Deed of Transfer T6689/1963.

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
- 2. The purchaser shall pay 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 a written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser price.
- 3. The purchaser shall be liable for payment of interest on the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
- 4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 55 Cele Street, Glencoe, 2930. Dated at Glencoe on this 9th day of December 1999.

J. J. de Wet, for De Wet Dreyer & Marx Inc., Plaintiff's Attorneys, 34 Karellandman Street (P.O. Box 190), Glencoe, 2930. [Tel. (034) 393-1502.] (Ref. Mr de Wet/LB/G086.)

Address of Defendant: 51 Louisa Road, Glencoe, 2930.

Case No. 527/98

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

In the matter between THE TOWN TREASURER OF THE GLENCOE TRANSITIONAL LOCAL COUNCIL, Plaintiff, and K. B. SHARDELOW, Defendant

In pursuance of a judgment granted on 1999-01-21, in the Glencoe Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 28 January 2000 at 09:00, at Magistrate's Court Glencoe, to the highest bidder:

Description: Erf 1564, Glencoe, in extent 2 022 (two thousand and twenty-two) square metres.

Postal address: 22 Sarel Cilliers Street, Glencoe, 2930.

Improvements: Vacant Land, held by the Defendant in his name under Deed of Transfer T6689/1963.

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
- 2. The purchaser shall pay 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 a written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser price.
- 3. The purchaser shall be liable for payment of interest on the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
- 4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 55 Cele Street, Glencoe, 2930. Dated at Glencoe on this 9th day of December 1999.

J. J. de Wet, for De Wet Dreyer & Marx Inc., Plaintiff's Attorneys, 34 Karellandman Street (P.O. Box 190), Glencoe, 2930. [Tel. (034) 393-1502.] (Ref. Mr de Wet/LB/G142.)

Address of Defendant: 27 Sarel Cilliers Street, Glencoe, 2930.

Case No. 532/98

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

In the matter between THE TOWN TREASURER OF THE GLENCOE TRANSITIONAL LOCAL COUNCIL, Plaintiff, and C. A. SHARDELOW, Defendant

In pursuance of judgment granted on 21 January 1999, in the Glencoe Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 2000-01-28 at 09:00, at Magistrate's Court, Glencoe, to the highest bidder:

Description: Erf 1570, Glencoe, in extent 4 368 (four thousand three hundred and sixty-eight) square metres.

Postal address: 25 Sarel Cilliers Street, Glencoe, 2930.

Improvements: Vacant Land, held by the Defendant in his name under Deed of Transfer T6688/1963.

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
- 2. The purchaser shall pay 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 a written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser price.
- 3. The purchaser shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
- 4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 55 Cele Street, Glencoe, 2930. Dated at Glencoe on this 9th day of December 1999.

J. J. de Wet, for De Wet Dreyer & Marx Inc., Plaintiff's Attorneys, 34 Karellandman Street (P.O. Box 190), Glencoe, 2930. [Tel. (034) 393-1502.] (Ref. Mr de Wet/LB/G090.)

Case No. 525/98

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

In the matter between THE TOWN TREASURER OF THE GLENCOE TRANSITIONAL LOCAL COUNCIL, Plaintiff, and C. A. SHARDELOW, Defendant

In pursuance of judgment granted on 21 January 1999, in the Glencoe Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 28 January 2000 at 09:00, at Magistrate's Court, Glencoe, to the highest bidder:

Description: Erf 1571, Glencoe, in extent one thousand eight hundred and twenty six (1 826) square metres.

Postal address: 40 Alice Street, Glencoe, 2930.

Improvements: Vacant land, held by the Defendant in his name under Deed of Transfer T6688/1963.

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

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 55 Celle Street, Glencoe, 2930. Dated at Glencoe this 9th day of December 1999.

J. J. de Wet, for De Wet Dreyer & Marx Inc., Plaintiff's Attorneys, 34 Karellandman Street, Glencoe, 2930; P.O. Box 190, Glencoe, 2930. [Tel. (034) 393-1502.] (Ref. Mr de Wet/LB/G144.)

Address of Defendant: 40 Alice Street, Glencoe, 2930.

Case No. 333/99

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

In the matter between THE TOWN TREASURER OF THE GLENCOE TRANSITIONAL LOCAL COUNCIL, Plaintiff, and M. MAHARJ, Defendant

In pursuance of judgment granted on 17 June 1999, in the Glencoe Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 28 January 2000 at 09:00, at Magistrate's Court, Glencoe, to the highest bidder:

Description: Portion 2 of Erf 1087, Glencoe, in extent one thousand and twelve (1 012) square metres.

Postal address: 15 Black Street, Glencoe, 2930.

Improvements: The property is improved by the erection of a dwelling house with outbuilding, garage and verandah, held by the Defendant in his name under Deed of Transfer T33193/91.

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

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 55 Celle Street, Glencoe, 2930. Dated at Glencoe this 19th day of November 1999.

J. J. de Wet, for De Wet Dreyer & Marx Inc., Plaintiff's Attorneys, 34 Karellandman Street, Glencoe, 2930; P.O. Box 190, Glencoe, 2930. [Tel. (034) 393-1502.] (Ref. Mr de Wet/LB/G053.)

Address of Defendant: 15 Black Street, Glencoe, 2930.

Case No. 671/99

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

In the matter between THE TOWN TREASURER OF THE GLENCOE TRANSITIONAL LOCAL COUNCIL, Plaintiff, and FERDINAND JUAN LOUIS LE HANIE and SUSARA JOHANNA LE HANIE, Defendants

In pursuance of judgment granted on 8 November 1999, in the Glencoe Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 28 January 2000 at 09:00, at Magistrate's Court, Glencoe, to the highest bidder:

Description: Erf 1586, Glencoe, in extent three thousand and forty four (3 044) square metres.

Postal address: 7 Francis Street, Glencoe, 2930.

Improvements: Unimproved land, held by the Defendant in their names under Deed of Transfer T20904/96.

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

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 55 Celle Street, Glencoe, 2930. Dated at Glencoe this 22nd day of November 1999.

J. J. de Wet, for De Wet Dreyer & Marx Inc., Plaintiff's Attorneys, 34 Karellandman Street, Glencoe, 2930; P.O. Box 190, Glencoe, 2930. [Tel. (034) 393-1502.] (Ref. Mr de Wet/LB/G289.)

Address of Defendant: 7 Francis Street, Glencoe, 2930.

Case No. 556/99

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

In the matter between THE TOWN TREASURER OF THE GLENCOE TRANSITIONAL LOCAL COUNCIL, Plaintiff, and RAHMARAK AND SABITHA RAMHARAK, Defendant

In pursuance of a judgment granted on 13 September 1999 in the Glencoe Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 28 January 2000 at 09:00, at Magistrate's Court, Glencoe to the highest bidder:

Description: Remainder of Erf 119, Glencoe (Extension 2), in extent one thousand four hundred and ninety two (1 492) square metres.

Postal address: 8 Ghandi Road, Glencoe, 2930.

Improvements: The property is improved by the erection of a dwelling, held by the Defendant in his name under Deed of Transfer T9807/86.

- 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 purchaser price.
- 3. The purchaser shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
- 5. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 55 Celle Street, Glencoe, 2930. Dated at Glencoe on this 23rd day of November 1999.

J. J. de Wet, for De Wet Dreyer & Marx Inc., Plaintiff's Attorneys, 34 Karellandman Street, Glencoe, 2930; P.O. Box 190, Glencoe, 2930. [Tel. (034) 393-1502.] (Ref. Mr de Wet/LB/G008.)

Address of Defendant: 9 Ghandi Road, Glencoe, 2930.

Case No. 504/99

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

In the matter between THE TOWN TREASURER OF THE GLENCOE TRANSITIONAL LOCAL COUNCIL, Plaintiff, and THOKOZANI WILFRED SHAMASE, 1st Defendant, and REJOICE NOTHISILE SHAMASE, 2nd Defendant

In pursuance of a judgment granted on 19 November 1999, in the Glencoe Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 28 January 2000 at 09:00, at Magistrate's Court, Glencoe to the highest bidder:

Description: Erf 1622, Glencoe, in extent three thousand nine hundred and eighteen (3 918) square metres.

Postal address: 19 Payne Street, Glencoe, 2930.

Improvements: The property is improved by the erection of a dwelling and outbuildings, held by the Defendants in their name under Deed of Transfer T3869/97.

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

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 55 Celle Street, Glencoe, 2930. Dated at Glencoe this 2nd day of December 1999.

J. J. de Wet, for De Wet Dreyer & Marx Inc., Plaintiff's Attorneys, 34 Karellandman Street, Glencoe, 2930; P.O. Box 190, Glencoe, 2930. [Tel. (034) 393-1502.] (Ref. Mr de Wet/LB/G291.)

Address of Defendants: 19 Payne Street, Glencoe, 2930.

Case No. 687/99

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

In the matter between THE TOWN TREASURER OF THE GLENCOE TRANSITIONAL LOCAL COUNCIL, Plaintiff, and BERTINA NOMPUMELELO MAGWAZA, Defendant

In pursuance of a judgment granted on 19 November 1999, in the Glencoe Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 28 January 2000 at 09:00, at Magistrate's Court, Glencoe to the highest bidder:

Description: Portion 1 of Erf 40, Glencoe, in extent one thousand two hundred and six (1 206) square metres.

Postal address: 5 Hosking Street, Glencoe, 2930.

Improvements: The property is improved by the erection of a habitable dwelling house with a small verandah and outbuildings, held by the Defendant in his name under Deed of Transfer T38855/95.

- 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 purchaser price.
- 3. The purchaser shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
- 5. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 55 Celle Street, Glencoe, 2930. Dated at Glencoe this 1st day of December 1999.

J. J. de Wet, for De Wet Dreyer & Marx Inc., Plaintiff's Attorneys, 34 Karellandman Street, Glencoe, 2930; P.O. Box 190, Glencoe, 2930. [Tel. (034) 393-1502.] (Ref. Mr de Wet/LB/G188.)

Address of Defendant: 5 Hosking Street, Glencoe, 2930.

Case No. 426/99

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

In the matter between THE TOWN TREASURER OF THE GLENCOE TRANSITIONAL LOCAL COUNCIL, Plaintiff, and L. R. and M. A. MADONDO, Defendants

In pursuance of judgment granted on 25 November 1999, in the Glencoe Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 28 January 2000 at 09:00, at Magistrate's Court, Glencoe, to the highest bidder:

Description: Erf 1110, Glencoe, in extent one thousand three hundred and thirty-three (1 333) square metres.

Postal address: 41 Damman Street, Glencoe, 2930.

Improvements: The property is improved by the erection of a dwelling and outbuildings, held by the Defendants in their names under Deed of Transfer T38173/95.

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

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 55 Celle Street, Glencoe, 2930. Dated at Glencoe on this 8th day of December 1999.

J. J. de Wet, for De Wet Dreyer & Marx Inc., Plaintiff's Attorneys, 34 Karellandman Street, Glencoe, 2930; P.O. Box 190, Glencoe, 2930. [Tel. (034) 393-1502.] (Ref. Mr De Wet/LB/G239.)

Case No. 526/98

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

In the matter between THE TOWN TREASURER OF THE GLENCOE TRANSITIONAL LOCAL COUNCIL, Plaintiff, and K. B. SHARDELOW, Defendant

In pursuance of judgment granted on 21 January 1999, in the Glencoe Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 28 January 2000 at 09:00, at Magistrate's Court, Glencoe, to the highest bidder:

Description: Erf 1565, Glencoe, in extent two thousand two hundred and seventy (2 270) square metres.

Postal address: 24 Sarel Cilliers Street, Glencoe, 2930.

Improvements: Vacant land, held by the Defendant in his name under Deed of Transfer T6689/1963.

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

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 55 Celle Street, Glencoe, 2930. Dated at Glencoe on this 9th day of December 1999.

J. J. de Wet, for De Wet Dreyer & Marx Inc., Plaintiff's Attorneys, 34 Karellandman Street, Glencoe, 2930; P.O. Box 190, Glencoe, 2930. [Tel. (034) 393-1502.] (Ref. Mr De Wet/LB/G143.)

Case No. 436/99

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

In the matter between THE TOWN TREASURER OF THE GLENCOE TRANSITIONAL LOCAL COUNCIL, Plaintiff, and S. F. J. ZULU, Defendant

In pursuance of judgment granted on 16 August 1999, in the Glencoe Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 28 January 2000 at 09:00 at Magistrate's Court, Glencoe, to the highest bidder:

Description: Erf 1117, Glencoe, in extent two thousand six hundred and eleven (2 611) square metres.

Postal address: 47 Damman Street, Glencoe, 2930.

Improvements: The property is improved by the erection of a dwelling with outbuildings, held by the Defendant in his name under Deed of Transfer T4551/95.

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

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 55 Celle Street, Glencoe, 2930. Dated at Glencoe on this 24th day of November 1999.

J. J. de Wet, for De Wet Dreyer & Marx Inc., Plaintiff's Attorneys, 34 Karellandman Street, Glencoe, 2930; P.O. Box 190, Glencoe, 2930. [Tel. (034) 393-1502.] (Ref. Mr De Wet/LB/G240.)

Case No. 481/99

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

In the matter between THE TOWN TREASURER OF THE GLENCOE TRANSITIONAL LOCAL COUNCIL, Plaintiff, and SUDESH RAMCHAND RAGUBEER, and JAYSHREE RAGUBEER, Defendants

In pursuance of a judgment granted on 22 July 1999, in the Glencoe Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 28 January 2000 at 09:00, at Magistrate's Court, Glencoe, to the highest bidder:

Description: Erf 213, Glencoe Extension 4.

In extent: One thousand four hundred and eighty-six (1 486) square metres.

Postal address: 10 Ken Doepking Street, Glencoe, 2930.

Improvements: Unimproved land.

Held by the Defendants in their names under Deed of Transfer T23955/93.

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
- 2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser price.
- 3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
- 4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rates 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, 55 Celle Street, Glencoe, 2930. Dated at Glencoe this 24th day of November 1999.

J. J. De Wet, for De Wet Dreyer & Marx Inc., Plaintiff's Attorneys, 34 Karellandman Street, Glencoe, 2930; P.O. Box 190, Glencoe, 2930. [Tel. (034) 393-1502.] (Ref. Mr de Wet/LB/G017.)

Case No. 483/99

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

In the matter between THE TOWN TREASURER OF THE GLENCOE TRANSITIONAL LOCAL COUNCIL, Plaintiff, and SUDESH RAMCHAND, and JAYSHREE RAGUBEER, Defendants

In pursuance of a judgment granted on 21 July 1999, in the Glencoe Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 28 January 2000 at 09:00, at Magistrate's Court, Glencoe, to the highest bidder:

Description: Erf 1837, Glencoe Extension 3.

In extent: One thousand one hundred and ten (1 110) square metres.

Postal address: 73 Waschbank Road, Glencoe, 2930.

Improvements: The property is improved by the erection of a dwelling.

Held by the Defendants in their names under Deed of Transfer T23954/93.

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
- 2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser price.
- 3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
- 4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rates 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, 55 Celle Street, Glencoe, 2930. Dated at Glencoe this 24th day of November 1999.

J. J. De Wet, for De Wet Dreyer & Marx Inc., Plaintiff's Attorneys, 34 Karellandman Street, Glencoe, 2930; P.O. Box 190, Glencoe, 2930. [Tel. (034) 393-1502.] (Ref. Mr de Wet/LB/G113.)

Case No. 686/99

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

In the matter between THE TOWN TREASURER OF THE GLENCOE TRANSITIONAL LOCAL COUNCIL, Plaintiff, and THULISIWE ROSE MSIZANE, Defendant

In pursuance of a judgment granted on 25 November 1999, in the Glencoe Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 28 January 2000 at 09:00, at Magistrate's Court, Glencoe, to the highest bidder:

Description: Erf 1495, Glencoe.

In extent: One thousand and fifteen (1 015) square metres.

Postal address: 7 Payne Street, Glencoe, 2930.

Improvements: The property is improved by the erection of a dwelling-house of brick under corrugated iron comprising a lounge, dining-room, three bedrooms, kitchen and bathroom.

Held by the Defendant in his name under Deed of Transfer T40829/95.

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
- 2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser price.
- 3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
- 4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rates, 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, 55 Celle Street, Glencoe, 2930. Dated at Glencoe this 7th day of December 1999.

J. J. De Wet, for De Wet Dreyer & Marx Inc., Plaintiff's Attorneys, 34 Karellandman Street, Glencoe, 2930; P.O. Box 190, Glencoe, 2930. [Tel. (034) 393-1502.] (Ref. Mr de Wet/LB/G276.)

Case No. 648/99

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

In the matter between THE TOWN TREASURER OF THE GLENCOE TRANSITIONAL LOCAL COUNCIL, Plaintiff, and RENIKA BASANTH BOODHOO, Defendant

In pursuance of a judgment granted on 22 October 1999, in the Glencoe Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 28 January 2000 at 09:00, at Magistrate's Court, Glencoe, to the highest bidder:

Description: Erf 1449, Glencoe.

In extent: One thousand four hundred and sixty-six (1 466) square metres.

Postal address: 3 Spoorweg Street, Glencoe, 2930.

Improvements: Unimproved land.

Held by the Defendant in his name under Deed of Transfer T33241/91.

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
- 2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser price.
- 3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
- 4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rates 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, 55 Celle Street, Glencoe, 2930. Dated at Glencoe this 29th day of November 1999.

J. J. De Wet, for De Wet Dreyer & Marx Inc., Plaintiff's Attorneys, 34 Karellandman Street, Glencoe, 2930; P.O. Box 190, Glencoe, 2930. [Tel. (034) 393-1502.] (Ref. Mr de Wet/LB/G081.)

Case No. 5076/99

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

In the matter between NEDCOR BANK LIMITED, No. 51/00009/06, Plaintiff, and LINGTON TANDUXOLO SITUKUZA, First Defendant, and THEMBISILE FLORENCE SITUKUZA, Second Defendant

In pursuance of a judgment granted in the Magistrate's Court for the District of Port Shepstone, under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve in front of the Magistrate's Court, Port Shepstone, on Friday, 28 January 2000 at 10:00:

Property description: Erf 1413, Margate Extension 3, Registration Division ET, situated in the Margate Transitional Local Council Area and in the Ugu Regional Council Area, Province of KwaZulu-Natal, in extent 1 041 square metres, held under Deed of Transfer T17464/1997, and situated at 10 Maureen Street, Margate Extension 3.

The property comprises the following: Dwelling under brick and tile, consisting of open plan dining-room, kitchen, two bedrooms, bathroom with shower, toilet and wash-basin, single garage, servant's toilet and wash-basin, enclosed courtyard and small verandah.

Nothing in this regard is guaranteed.

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
- 2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance together with interest thereon calculated at the rate of 15,75% per annum, against transfer, to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the sale which guarantee shall be approved by the Plaintiff's attorneys.
- 3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer, upon request by the Plaintiff's attorneys.
- 4. The full conditions of sale may be inspected at the office of either the Sheriff of the Magistrate's Court, Port Shepstone or at the offices of the Plaintiff's attorneys.

Dated at Port Shepstone on this 14th day of December 1999.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. ERB/NP349/01NP01349.)

Case No. 12528/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and ZODWA CECILIA ZONDI, Defendant

In pursuance of a judgment granted on 2 November 1999, in the Verulam Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 28 January 2000 at 10:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: Erf 425, Ohlanga, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal.

In extent: Two hundred and sixty (260) square metres.

Postal address: 425 Ohlanga.

Improvements: Block under asbestos dwelling consisting of two bedrooms, kitchen, lounge, toilet (outside), water and lights facilities.

Held by the Defendant in her name under Deed of Grant GF11536/89.

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
- 2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser price.
- 3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
- 4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rates, 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, 12 Groom Street, Verulam.

Dated at Umhlanga Rocks this 14th day of December 1999.

M. A. Callaghan, for Gavin Gow & Pearse, Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks. (DX 1, Umhlanga.)

Case No. 11495/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and BONGIWE THEODORAH MCHUNU, Defendant

In pursuance of a judgment granted on 1 November 1999, in the Verulam Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 28 January 2000 at 10:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: Erf 1135, Ohlanga, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal.

In extent: Three hundred and ninety-five (395) square metres.

Postal address: 1135 Ohlanga.

Improvements: Block under asbestos dwelling comprising two bedrooms, kitchen and toilet outside—water and lights facilities.

Held by the Defendant in her name under Deed of Grant TF579/1993.

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
- 2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser price.
- 3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
- 4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rates, 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, 12 Groom Street, Verulam.

Dated at Umhlanga Rocks this 14th day of December 1999.

M. A. Callaghan, for Gavin Gow & Pearse, Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks. (DX 1, Umhlanga.)

Case No. 12374/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and JANAPHI JOYCE GAMBU, Defendant

In pursuance of a judgment granted on 25 October 1999, in the Verulam Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 28 January 2000 at 10:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: Erf 321, Ohlanga, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal.

In extent: Four hundred and thirty-three (433) square metres.

Postal address: 321 Ohlanga.

Improvements: Block under asbestos dwelling consisting of bedroom, kitchen, toilet (outside), water and electricity. Held by the Defendant in her name under Deed of Grant GF11537/89.

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
- 2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser price.
- 3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
- 4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rates, 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, 12 Groom Street, Verulam.

Dated at Umhlanga Rocks this 14th day of December 1999.

M. A. Callaghan, for Gavin Gow & Pearse, Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks. (DX 1, Umhlanga.)

Case No. 8766/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and MARK DENNIS SMITH, NO, First Defendant, and GAIL LESLEY SMITH, NO, Second Defendant

The following property shall be sold by the Sheriff for the High Court, Pinetown, on 2 February 2000 at 10:00, at the front entrance to the Magistrate's Court, Magistrates Court Building, Chancery Lane, Pinetown, to the highest bidder without reserve a unit consisting of:

Section 1, as shown and more fully described on Sectional Plan SS246/86, in the scheme known as Blairgowrie Gardens, in respect of the land and building or buildings, situated at Westville in the Borough of Westville, of which section the floor area, according to the said sectional plan is 161 square metres in extent, and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan held under Deed of Transfer ST16317/97 and having street address 1 Blairgowrie Gardens, 19 Blairgowrie Road, Westville, KwaZulu-Natal, and which, without anything being warranted thereby, is zoned Special Residential, and is improved by a dwelling comprising entrance hall, lounge, family-room/bar, dining-room, kitchen, three bedrooms, bathroom/w.c., shower/w.c., sundeck, two garages, two carports, servant's room, w.c./shower, swimming-pool and deck.

The sale is voetstoots and the successful bidder is to pay on conclusion of the sale in cash or by bank-guaranteed cheque a deposit of 10% of the price, plus the Sheriffs charges (being 5% on the first R30 000 of the price and 3% on the balance plus VAT). The full conditions of sale may be inspected at the office of the Sheriff, No. 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban on this 7th day of December 1999.

John Kock & Company, Plaintiff's Attorney, Suite 709, Seventh Floor, First National Bank Building, corner of Smith and Fields Streets, Durban. (Ref. F3154.)

Case No. 7722/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between NBS BANK LTD, Plaintiff, and STABLE PROPERTIES TWENTY NINE CC, First Defedant, and DONALD ALBRECHT FISCHER, Second Defendant

In pursuance of a judgment in the Court of the Magistrate at Empangeni, dated 1 July 1998, the following immovable property consisting of three sections will be sold together in execution on 27 January 2000 at 11:00, at front steps, Magistrate's Court, Empangeni, to the highest bidder:

1. First Unit:

Description: Section 8, as shown and more fully described on Sectional Plan SS314/96, in the scheme known as Parham Court, Richards Bay, in extent 89 (eighty-nine) square metres.

Physical address: Parham Court, Lira Link, Richards Bay.

Improvements: Commercial premises consisting of an open plan reception area with one office.

Held by the Defendants in their name under Deed of Transfer ST16724/96.

2. Second Unit:

Description: Section 14, as shown and more fully described on Sectional Plan SS314/96, in the scheme known as Parham Court, Richards Bay, in extent 85 (eighty-five) square metres.

Physical address: Parham Court, Lira Link, Richards Bay.

Improvements: Commercial premises consisting of an open plan reception area with one office.

Held by the Defendants in their name under Deed of Transfer ST16724/96.

3. Third Unit:

Description: Section 16, as shown and more fully described on Sectional Plan SS314/96, in the scheme known as Parham Court, Richards Bay, in extent 46 (forty-six) square metres.

Physical address: Parham Court, Lira Link, Richards Bay.

Improvements: Parking area.

Held by the Defendants in their name under Deed of Transfer ST16724/96.

Material conditions of sale: The purchaser shall pay 10% (ten) per cent of the purchase price in cash at least at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Empangeni.

The full conditions of sale can be inspected at the Office of the Sheriff of Court, Union Street, Empangeni.

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.

Transfer shall be effected by the Plaintiff's 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.

All risk in the property shall pass to the purchaser on the sale.

Dated at Empangeni on this 20th day of December 1999.

Bothas Incorporated, Plaintiff's Attorneys, Kingfisher Court, Addision Street (P.O. Box 573), Empangeni, 3880. [Tel. (035) 792-2011.] (Ref. Mr Walsh/MDT/N0239.)

Case No. 1306/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between BOE BANK LTD, Plaintiff, and SPEEDPROPS 1039 BK, First Execution Debtor, ALWYN RAUT-ENBACH, Second Execution Debtor, EUGENE EDMOND DU PREEZ, Third Execution Debtor, ANTHONY BARRY HUT-TON, Fourth Execution Debtor, and DONALD ALBRECHT FISCHER, Fifth Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Empangeni, dated 31 March 1999, the following immovable property will be sold in execution on 27 January 2000 at 11:00, at front steps, Magistrate's Court, Empangeni, to the highest bidder:

1. First Unit:

Description: Section 5, as shown and more fully described on Sectional Plan SS314/96, in the scheme known as Parham Court, Richards Bay, in extent 66 (sixty-six) square metres.

Physical address: Parham Court, Lira Link, Richards Bay.

Improvements: One office and kitchen.

Held by the Defendants in their name under Deed of Transfer ST16721/96.

2. Second Unit:

Description: Section 22, as shown and more fully described on Sectional Plan SS314/96, in the scheme known as Parham Court, Richards Bay, in extent 25 (twenty-five) square metres.

Physical address: Parham Court, Lira Link, Richards Bay.

Improvements: Underground parking.

Held by the Defendants in their name under Deed of Transfer ST16721/96.

3. Third Unit:

Description: Section 6, as shown and more fully described on Sectional Plan SS314/96, in the scheme known as Parham Court, Richards Bay, in extent 115 (one hundred and fifteen) square metres.

Physical address: Parham Court, Lira Link, Richards Bay.

Improvements: One office and kitchen.

Held by the Defendants in their name under Deed of Transfer ST16721/96.

4. Fourth Unit:

Description: Section 23, as shown and more fully described on Sectional Plan SS314/96, in the scheme known as Parham Court, Richards Bay, in extent 25 (twenty-five) square metres.

Physical address: Parham Court, Lira Link, Richards Bay.

Improvements: Underground parking.

Held by the Defendants in their name under Deed of Transfer ST16721/96.

Material conditions of sale: The purchaser shall pay 10% (ten) per cent of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Empangeni.

The full conditions of sale can be inspected at the Office of the Sheriff of Court, Union Street, Empangeni.

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.

Transfer shall be effected by the Plaintiff's 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.

All risk in the property shall pass to the purchaser on the sale.

Dated at Empangeni on this 20th day of December 1999.

Bothas Incorporated, Plaintiff's Attorneys, Kingfisher Court, Addision Street (P.O. Box 573), Empangeni, 3880. [Tel. (035) 792-2011.] (Ref. Mr Walsh/MDT/N0178104.)

Case No. 9438/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between SAAMBOU BANK LIMITED (Reg. No. 87/05437/06), Plaintiff, and JACOB HENDRIK FREDERIK NEL, ID No. 6905125164081, First Defendant, and MARIA PETRONELLA NEL, ID No. 7208060014083, Second Defendant

In pursuance of judgment of the above Honourable Court granted on 1 November 1999, a sale in execution will be held on 27 January 2000 at 10:00, at Eighth Floor, Maritime House, 1 Salmon Grove, Durban, to the highest bidder without reserve:

Descriptino: A unit consisting of:

- (a) Section 67, as shown and more fully described on Sectional Plan SS26/1978, in the scheme known as Equerry Gardens, in respect of the land and building or buildings situated at Durban, in the Local Authority Area of Durban, of which section the floor area, according to the said sectional plan, is 90 (ninety) square metres in extent; and
- (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST13238/94.

Postal address: 67 Querry Gardens, 149 Ronald Road, Montclair.

Improvements: Unit consisting of lounge, dining-room, kitchen, three bedrooms and bathroom. (The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.)

1. The sale shall be subject to the conditions of sale;

- 2. the purchaser shall pay a 10% deposit on 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.

The full conditions may be inspected at the offices of the Sheriff of the High Court, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban this 10th day of December 1999.

R. F. Havemann, for Halse, Havemann & Lloyd, Plaintiff's Attorneys, First Floor, Deodant Building (Sanlam), corner of St Johns Avenue and Payne Street, Pinetown. (Tel. Mrs Chapman 701-1477.) Service address: C/o Du Toit, Havemann & Krog, Ground Floor, Stafmayer House, Beach Grove, Durban, 4001. (Ref. Chapman/53S801/0110.)

Case No. 7310/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between BOE BANK LIMITED, Plaintiff, and THE TRUSTEES FOR THE TIME BEING OF I & F GRANDCHILDREN'S TRUST, First Defendant, ISMAIL PARUK, Second Defendant, FATIMA MAHOMED PARUK, Third Defendant, and ABDULLAH ISMAIL PARUK, Fourth Defendant

In terms of a judgment of the above Honourable Court, a sale in execution will be held on 27 January 2000 at 12:00 on the steps of the High Court, Masonic Grove, Durban, to the highest bidder without reserve:

Description: Portion 22 (of 2) of erf 1449, Durban, Registration Division FU, situated in the Durban Entity, Province of KwaZulu-Natal, in extent Province of KwaZulu-Natal, in extent six hundred and thirteen (613) square metres, held under Deed of Transfer T5267/1996.

Physical address: 51 Silver Avenue, Stamford Hill, Durban.

The following information is furnished but not guaranteed:

Improvements: Single-storey brick under corrugated iron roof dwelling consisting of lounge, dining-room, kitchen, four bedrooms, toilet/bathroom, p/c fencing and security gates. (The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.)

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff, Durban North, 15 Milne Street, Durban.

Dated at Durban this 17th day of December 1999.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr G. A. Pentecost/CG.)

Case No. 51157/99

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

In the matter between ABSA BANK LIMITED (No. 86/04794/06), Execution Creditor, and Miss DELPHIE JOHNSON, First Execution Debtor, and Miss LYNETTE LOUANNA BOLLEURS, Second Execution Debtor

In terms of a judgment of the above Honourable Court dated 12 October 1999, a sale in execution will be held on Thursday, 27 January 2000 at 10:00 at Eighth Floor, Maritime House, 1 Salmon Grove, Durban, to the highest bidder without reserve:

- (a) Section 1 as shown and more fully described on Sectional Plan SS186/90, in the scheme known as Hastings Road 6/8 in respect of the land and building or buildings situated at Durban, Local Authority of Durban, of which section the floor area, according to the said sectional plan, is 144 (one hundred and forty-four) square metres in extent; and
- (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Physical address: 6 Hastings Road, Umbilo.

The following information is furnished but not guaranteed: Brick under tile dwelling consisting of lounge/dining-room, two bedrooms, kitchen, bath/toilet, separate toilet, enclosed verandah, outbuilding consisting of garage, room, toilet/shower and two store-rooms. (The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.)

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff for the Magistrate's Court, 801 Maritime House, Salmon Grove, Durban, or at our offices.

Dated at Durban this 7th day of December 1999.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. (Docex 71.) [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/2172/Mrs Chetty.)

Case No. 1083/99

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

In the matter between ABSA BANK LIMITED (86/04794/06), Execution Creditor, and INTHRASEN NAIDOO, 1st Execution Debtor, and RESCHANDANI NAIDOO, 2nd Execution Debtor

In terms of a judgment of the above Honourable Court dated 30 July 1999, a sale in execution will be held on Tuesday, 25 January 2000 at 10:00, at the Magistrate's Court, Justice Street, Chatsworth, to the highest bidder without reserve:

Sub 1287 (of 1229) of Lot 300, Chatsworth, situate in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 341 (three hundred and forty one) square metres.

Now known as Portion 1287 (of 1229) of Erf 300, Chatsworth, Registration Division FT, situate in the North and South Central Local Council Area, Province of KwaZulu-Natal, in extent 341 (three hundred and forty one) square metres.

Physical address: 65 Golden Poppy Crescent, Crossmoor, Chatsworth.

The following information is furnished but not guaranteed: Detached double storey block under asbestos dwelling consisting of: Entrance hall/verandah, lounge, diningroom, 3 bedrooms, kitchen, bathroom/toilet, separate toilet and pantry. *Outbuildings:* 2 rooms, toilet/shower, kitchen, walling and paving.

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff for the Magistrate's Court, 12 Oak Avenue, Kharwastan or at our offices.

Dated at Durban this 6 December 1999.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/1938/Ms Meyer.)

Case No. 4874/96

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED (Number 86/04794/06), Plaintiff, and Mr THAMOTHARAN VALAYUTHAM PILLAY, 1st Defendant, and Mrs SURIAKANTHI PILLAY, 2nd Defendant

In terms of a judgment of the above Honourable Court dated 9 September 1996, a sale in execution will be held at 10:00 on 25 January 2000 at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, to the highest bidder without reserve:

Lot 88, Umhlatuzana, situate in the City of Durban, Administrative District of Natal, in extent 1 633 (one thousand six hundred and thirty three) square metres.

Now known as Erf 88, Umhlatuzana, Registration Division FT, situate in the South Central Local Council Area, Province of KwaZulu-Natal, in extent 1 633 (one thousand six hundred and thirty three) square metres by virtue of Deed of Transfer No. T23657/88.

Physical address: 11 64th Avenue, Umhlatuzana, Chatsworth.

The following information is furnished but not guaranteed: Part double storey brick under tile dwelling consisting of: Entrance hall, lounge, 3 bedrooms, kitchen, bathroom/toilet and separate toilet. Outbuildings consisting of: Single garage, 2 rooms and 2 toilets/shower.

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff for the High Court, 7 Highway Place, Mobeni, Chatsworth.

Dated at Durban this 6 December 1999.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/944/Ms Meyer.)

Case No. 8737/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED (Number 86/04794/06), Plaintiff, and Mr RAJENDHRA NAIDOO, First Defendant, and Mrs SMITA NAIDOO, Second Defendant

In execution of a judgment granted by the High Court of South Africa (Durban and Coast Local Division) on 13 September 1999, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the High Court of Verulam Area 2 at the front entrance of the Magistrates Court, Moss Street, Verulam at 09:00 on 24 January 2000 on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 1 Trevennen Road, Lotusville, Verulam, namely:

Remainder of Lot 7, Verulam (Extension 1), situate in the Borough of Verulam and in the Port Natal-Ebhodwe Joint Service Board Area Administrative District of Natal, in the Province of KwaZulu-Natal, in extent one thousand one hundred and twenty five (1 125) square metres.

Which property is physically situate at 23 Trevenen Road, Lotusville, Verulam and which property is held by Mr Rajendhra Naidoo and Mrs Smita Naidoo under and by virtue of Deed of Transfer No. T12127/95.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon, of double storey split level brick under tile dwelling consisting of: Entrance hall, upstairs: Main bedroom (carpeted, BIC), 1 other bedroom (carpeted, BIC), toilet and bathroom combined, downstairs: 2 bedrooms (carpeted, BIC), laundry room, lounge (carpeted), diningroom (tiled), kitchen (tiled BIC and scullery), toilet, bathroom, passage with BIC, carpeted staircase, double manual garage, adjoining the garage is a kitchen, 1 room, 1 toilet and shower, 1/2 tarred and 1/2 cemented driveway, precast fencing and burglar guards.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning. Terms: The purchase price will be payable subject to the conditions of sale, as follows:

- (a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.
- (b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.
- (c) The balance of the purchase price together with interest at the rate of 17,25% (seventeen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.
- (d) The full conditions may be inspected at the offices of the Sheriff of the High Court, 1 Trevennen Road, Lotusville, Verulam.

Dated at Durban this 16 November 1999.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/1184/Ms Meyer.)

Case No. 6298/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED (86/04794/06), Plaintiff, and JOHN TROY PRICE, 1st Defendant, and CHARLOTT CHARMAIN PRICE, 2nd Defendant

In terms of a judgment of the above Honourable Court dated 4 August 1999 a sale in execution will be held at 10:00 on 26 January 2000 at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder without reserve:

Lot 885, Pinetown (Extension No. 15), situate in the Borough of Pinetown and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 5 683 (five thousand six hundred and eighty three) by virtue of Deed of Transfer No. T9678/93.

Now known as Erf 885, Pinetown (Extension No. 15), Registration Division FT, situate in the Inner West City Council Area, Province of KwaZulu-Natal, in extent 5 683 (five thousand six hundred and eighty three) square metres.

Physical address: 24 Trafalgar Place, Highlands Hill, Pinetown.

The following information is furnished but not guaranteed: Brick under tile dwelling consisting of: Lounge/diningroom, 2 bedrooms, kitchen, bathroom/toilet, dressing room and pool.

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff of the High Court, No. 2 Samkit Centre, 62 Caversham Rd, Pinetown.

Dated at Durban this 25 November 1999.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/2127/Ms Meyer.)

Case No. 6091/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED (86/04794/06), Plaintiff, and TIMOTHY WAYNE WIESE, 1st Defendant, and SHIREEN WIESE, 2nd Defendant

In terms of a judgment of the above Honourable Court dated 28 July 1999 a sale in execution will be held at 09:00 on 24 January 2000 at the front entrance to the Magistrate's Court, Moss Street, Verulam, to the highest bidder without reserve:

Lot 571, Hillgrove, situate in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 360 (three hundred and sixty) square metres, by virtue of Deed of Transfer No. T276/92.

Physical address: 54 Towerhill Place, Newlands West, Marble Ray.

The following information is furnished but not guaranteed: Brick under tile dwelling consisting of: Lounge/diningroom, 3 bedrooms, kitchen, bathroom/toilet and toilet/shower.

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

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

Dated at Durban this 18 November 1999.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/2102/Ms Meyer.)

Case No. 10578/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between ABSA BANK LIMITED (86/04794/06), Execution Creditor, and GARRETT IRVIN EDWARD ROBSON, 1st Execution Debtor, and DEBORAH GERMAINE ROBSON, 2nd Execution Debtor

In terms of a judgment of the above Honourable Court dated 1 October 1999, a sale in execution will be held on Monday, 24 January 2000 at 09:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, to the highest bidder without reserve:

Sub 30 of Lot 430, Zeekoe Vallei, situate in the City of Durban, Administrative District of Natal, measuring 327 (three hundred and twenty seven) square metres.

Physical address: 15 Byter Place, Newlands East, Marble Ray.

The following information is furnished but not guaranteed: Double storey semi detached brick under asbestos dwelling comprising of upstairs: 3 bedrooms (carpeted), downstairs: lounge, kitchen, toilet, bathroom, carpeted staircase, iron manual gates, cemented driveway, precast fencing and burglar guards.

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff of the Magistrate's Court, 1 Trevennen Road, Lotusville, Verulam or at our offices.

Dated at Durban this 24 November 1999.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/2188/Ms Meyer.)

Case No. 3204/97

IN THE MAGISTRATE'S COURT FOR THE DISTICT OF CHATSWORTH HELD AT CHATSWORTH

In the matter between ABSA BANK (No. 86/04794/06), Execution Creditor, and Mr INDUR SINGH, Execution Debtor

In terms of a judgment of the above Honourable Court dated 20 October 1997, a sale in execution will be held on Tuesday, 25 January 2000 at 10:00, in front of the Magistrate's Court, Chatsworth, to the highest bidder without reserve:

Lot 349, Shallcross, situated in the Development Area of Shallcross, Administrative District of Natal, in extent 260 (two hundred and sixty) square metres, now known as Erf 349, Shallcross, Registration Division FT, situated in the Inner West Local Council Area, Province of KwaZulu-Natal, in extent 260 (two hundred and sixty) square metres.

Physical address: 71 Alpine Rive, Shallcross, 4093.

The following information is furnished but not guaranteed: Brick under re-inforced concrete dwelling consisting of lounge, dining-room, kitchen, two bathrooms/toilet and three bedrooms. *Outbuildings:* Single garage and store-room.

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff for the Magistrate's Court, 12 Oak Avenue, Kharwastan, or at our offices.

Dated at Durban on this 11th day of November 1999.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/1347/Ms Meyer.)

Case No. 3892/99

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

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and P. V. MBATHA, Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Ladysmith and a warrant of execution issued on 3 September 1999, the following property will be sold in execution on 28 January 2000 at 10:00, at the Magistrate's Court, eZakheni, to the highest bidder:

Ownership Unit D2009, eZakheni, Registration Division GS, situated in the Ladysmith/Emnambithi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 200 (two hundred) square metres.

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

Improvements as follows: Building under tile roof consisting of two bedrooms, bathroom/toilet, lounge/dining-room and kitchen.

Conditions of sale:

- 1. The property shall be sold without reserve and to the highest bidder and shall be subject to the title deed in so far as these are applicable.
- 2. The purchase price shall be paid as to 10% thereof on the date of sale and the balance to be secured within 14 (fourteen) days thereafter by a bank or building society guarantee.
- 3. The full conditions of sale which will be read out immediately prior to the sale may be inspected at the office of the Sheriff of the Court, Ladysmith.

Dated at Ladysmith on this 13th day of December 1999.

Macaulay & Riddell, Plaintiff's Attorney, 126 Murchison Street, Ladysmith.

Case No. 3575/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In he matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and MARIMUTHU GOVENDER, First Defendant, and VEEJIAM GOVENDER, Second Defendant

In pursuance of a judgment of the High Court, Durban, dated 18 May 1999 and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution by the Sheriff of High Court, Pinetown, on 2 February 2000 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, without reserve:

Property description: Erf 347, Reservoir Hills (Extension 1), Registration Division FT, situated in the City of Durban, Province of KwaZulu-Natal, in extent 1 381 (one thousand three hundred and eighty-one) square metres, held under Deed of Transfer T21743/97, subject to the conditions therein contained.

Physical address: 3 Blenton Road, Reservoir Hills.

Zoning: Special Residential.

Improvements (but nothing is guaranteed): Townhouse two levels brick under tile dwelling consisting of entrance hall, lounge, dining-room, kitchen, laundry, four bedrooms, three bedrooms with built-in cupboards, en-suite, bathroom with toilet, double garage, tarmac driveway, intercom and electronic metal gates.

- 1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
- 2. The purchaser shall pay a deposit of 10% of the purchase price in cash together with auctioneer's commission, in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff of the High Court within 14 (fourteen) days after the date of the sale.
- 3. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
- 4. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies, payment of the value-added tax and other charges necessary to effect transfer on request by the said attorneys.
- 5. The full conditions of sale may be inspected at the offices of the Sheriff for the High Court, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban on this 2nd day of December 1999.

Woodhead Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Ref. CSS/LP/15F4544A9.)

Case No. 15130/98

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

In the matter between REDFERN BODY CORPORATE, Plaintiff, and A. S. CLARK, Defendant

In pursuance of a judgment granted on 8 July 1999, in the above Honourable Court and a warrant of execution issued, the immovable property listed hereunder will be sold in execution, on 26 January 2000 at 10:00, in front of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

The Defendant's undivided share in:

- 1. Section 98, as shown and more fully described in the complex Redfern situated at Lot 33, New Germany appearing on Sectional Title Plan 18/1981, in respect of land and building or buildings situated at New Germany Transitional Local Council, Province of KwaZulu-Natal of which section the floor area, according to the said sectional plan is (seventy) square metres in extent.
- 2. An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Physical address: Flat 501, Redfern, 54 Alfred Road, New Germany.

The sale shall be subject to the following conditions:

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
- 2. The purchaser (other than the Plaintiff) shall pay a deposit of 10% of the purchase price in cash at the time of the sale and the balance against transfer is to be secured by a bank or building society guarantee and to be furnished to the Sheriff of the Magistrate's Court within 14 (fourteen) days after the date, to be approved by the Plaintiff's Attorneys.
- 3. The purchaser shall be liable for payment of interest at the rate of 15.5% per annum to the Plaintiff and at the prescribed rate of interest to any other preferential creditors on the respective amounts of the award in the plan of distribution from the date of sale to date of transfer, both days inclusive.
- 4. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.
 - 5. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Pinetown.

Dated at Pinetown on this 30th day of November 1999.

Chamberlain's, Plaintiff's attorneys, Suite 5, Media House, 47 Kings Road (P.O. Box 334) (Docex 31), Pinetown. [Tel. (031) 701-7339.] [Fax. (031) 701-7539.] (Ref. Mr Larratt/pc.)

Case No. 25087/99

PH 308

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Judgment Creditor, and FIBRE RESOURCES CC (Reg. No. CK92/27669/23), Judgment Debtor

In pursuance of judgment granted on 11 October 1999, in the above Honourable Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 26 January 2000 at 11:00, by the Sheriff of the High Court, Vryheid, in front of the Magistrate's Court, Church Street, Vryheid, to the highest bidder:

Description: Portion 36 (a portion of Portion 28) of the Farm Rietvlei 150, situated in the District of Vryheid, Registration Division HU, Province of KwaZulu-Natal, in extent measuring 4,0469 (four comma zero four six nine) hectares.

Street address: Known as Portion 36 (a portion of Portion 28) of the Farm Rietvlei 150, situated in the District of Vryheid. Zoned: Agricultural Land.

Improvements: The following information is given but nothing in this regard is guaranteed: There are no improvements on the property. The premises are empty and vacated, held by the Judgment Debtor in its name under Deed of Transfer T3866/97.

The full conditions may be inspected at the offices of the Sheriff of the High Court, Vryheid, at 214 Hlobane Street, Vryheid. Dated at Pretoria on this 30th day of November 1999.

Newtons, Plaintiff's Attorneys, 16th Floor, Volkskas Centre, 230 Van der Walt Street, Pretoria. [Tel. (012) 320-6868 / Telefax (012) 320-6892.] (Ref. ZB0436/C. Naudè/Ivw.)

Case No. 8365/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and 56 SILVER AVENUE CC, First Defendant, and FAHIM MAHOMED, Second Defendant

In pursuance of a judgment of the High Court of South Africa (Durban and Coast Local Division) in the above-mentioned suit, a sale will be held by the Sheriff, on 27 January at 12:00, on the steps of the High Court, Masonic Grove, Durban, of the undermentioned property to the highest bidder on conditions to be read by the Sheriff at the time of the sale:

The property is described as: Rem of Portion 10 of Erf 1449, Durban, Registration Division FU, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 307 (three hundred and seven) square metres, held under Deed of Transfer T10376/1994.

Street address: 56 Silver Avenue, Morningside, Durban.

Improvements: Brick and tile dwelling consisting of verandah, entrance hall, four rooms converted into offices, wooden flooring, main bedroom (en-suite b.i.c), shower (fully tiled), bath, washbasin, toilet (floor tiled, wall half-tiled), kitchen with b.i.c (wall to wall tiled), dining-room (tiled), thatched bar area, washbasin, wendy-house, separate lounge, room, shower (wooden floors) and separate toilet not attached to house.

Zoning: Special Residential (nothing guaranteed).

The full conditions of sale may be inspected at the office of the Sheriff of the High Court, Durban North, 15 Milne Street, Durban.

Dated at Durban on this 7th day of December 1999.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr G. A. Pentecost/CG.)

Case No. 7739/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and GOVINDRAJH ELLAN, First Defendant, and INBAVALLIE ELLAN, Second Defendant

In pursuance of a judgment of the High Court of South Africa (Durban and Coast Local Division) in the above-mentioned suit, a sale will be held by the Sheriff, High Court, Inanda Area 2, at the front entrance to the Magistrate's Court, Moss Street, Verulam, on 24 January 2000 at 09:00, of the undermentioned property to the highest bidder on conditions to be read by the Sheriff at the time of the sale:

The property is described as Erf 490, La Mercy Extension 2, Registration Division FU, situated in the North Natal Local Council Area, Province of KwaZulu-Natal, in extent one thousand five hundred and twenty-six (1 526) square metres, held under Deed of Transfer T7248/86.

Street address: 3 Marina Road, La Mercy, Tongaat.

Improvements: Single storey brick under tile slabbing dwelling, comprising of four bedrooms (two tiled, two carpeted, two with en-suites), open plan lounge and dining-room (carpeted), kitchen (tiled, b.i.c. hob, eye-level oven and scullery), toilet (tiled), bathroom (tiled, tub and basin), balcony. Basement, comprising of two bedrooms (tiled, b.i.c.), lounge, kitchen, toilet and bathroom combined, single manual garage, servants' quarters, comprising two rooms. Outbuilding has one room, kitchen, dining-room, toilet and bathroom combined, burglar guards.

Zoning: Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, Inanda Area 2, 1 Trevennen Road, Lotusville, Verulam. Dated at Durban on this 22nd day of November 1999.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr G. A. Pentecost/CG.)

Case No. 3641/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and SIVASANKERAN MOODLEY, First Defendant, and SOTHIMATHI MOODLEY, Second Defendant

In pursuance of a judgment of the High Court of South Africa (Durban and Coast Local Division) in the above-mentioned suit, a sale will be held by the Sheriff, High Court, Inanda Area 2, at the front entrance to the Magistrate's Court, Moss Street, Verulam, on 24 January 2000 at 09:00, of the undermentioned property to the highest bidder on conditions to be read by the Sheriff at the time of the sale:

The property is described as Erf 218, Briardale, Registration Division FT, situated in the Entity of Durban, Province of KwaZulu-Natal, in extent two hundred and one (201) square metres, held under Deed of Transfer T5419/1991.

Street address: 29 Lawdale Place, Briardale, Newlands West.

Improvements: Double storey semi-detached brick under tile dwelling, consisting of: Upstairs: Main bedroom (carpeted, b.i.c.), two other bedrooms (carpeted), toilet and bathroom (tub and basin). Downstairs: Lounge (carpeted), kitchen, carpeted staircase, brick fencing and burglar guards.

Zoning: Special Residential (nothing guaranteed): Full conditions of sale may be inspected at the office of the Sheriff, Inanda Area 2, 1 Trevennen Road, Lotusville, Verulam.

Dated at Durban on this 22nd day of November 1999.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr G. A. Pentecost/CG.)

Case No. 7049/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and SILINDILE MKHIZE, Defendant

In pursuance of a judgment of the High Court of South Africa (Durban and Coast Local Division) in all above-mentioned suit, a sale will be held by the Sheriff, High Court, Inanda Area 2, at the front entrance to the Magistrate's Court, Moss Street, Verulam, on 24 January 2000 at 09:00, of the undermentioned property to the highest bidder on conditions to be read by the Sheriff at the time of the sale:

The property is described as Erf 1325, Castlehill, Registration Division FT, situated in the Entity of Durban, Province of KwaZulu-Natal, in extent three hundred and twenty-one (321) square metres, held under Deed of Transfer T971/1998.

Street address: 109 Palmcastle Road, Castlehill, Newlands West.

Improvements: Double storey brick under tile dwelling, consisting of: Upstairs: Three bedrooms. Downstairs: Lounge, dining-room, kitchen, toilet, bathroom, staircase, paved swimming-pool, single manual garage, iron manual gates, cemented driveway, brick fencing, burglar guards and air conditioning.

Zoning: Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, Inanda Area 2, 1 Trevennen Road, Lotusville, Verulam. Dated at Durban on this 22nd day of November 1999.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr G. A. Pentecost/CG.)

Case No. 8224/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

ABSA BANK LIMITED versus JUVERNAL OSCAR and CHARLETTE SHARON MENEZES

The following property will be sold voetstoots in execution at Eighth Floor, Maritime House, Salmon Grove 1, Durban, on 27 January 2000 at 10:00:

- (a) Section 24, as shown and more fully described on Sectional Plan SS181/82, in the scheme known as Magnor, in respect of the land and building or buildings situated at Durban, of which section the floor area according to the said sectional plan is 85 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 enrosed on the said sectional plan.

Physical address: Section 24 (Flat 203), Magnor, 523/9 Bluff Road, Wentworth.

Improvements: Flat of brick under tiled roof consisting of two bedrooms, separate toilet (tiled floor), bathroom with bath and basin (tiled floor), lounge (carpeted), kitchen with fitted cupboards (tiled floor), balcony off the lounge and lock-up garage.

Material terms: 10% deposit, balance guaranteed within 14 days of sale. Full conditions can be inspected at Sheriff's Offices, 101 Lejaton, 40 St George's Street, Durban, or Meumann White.

Dated at Berea this 6th day of December 1999.

Meumann White, Plaintiff's Attorneys, Second Floor, Wakefields House, 150 Essenwood Road, Berea, Durban. (Ref. Ms Davey/vdg/lg/068022.)

Case No. 1950/94

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

ABSA BANK LIMITED versus M. D. and M. E. JAFTA

The following property will be sold voetstoots in execution at the Conference Room, The Starboard, Cuttysark Hotel, Scottburgh, on 28 January 2000 at 10:00:

Erf 33, Ifafa, Registration Division ET, in the Pennington Transitional Local Council Area, in extent 1 829 (one thousand eight hundred and twenty-nine) square metres.

Physical address: 33 Leucharas Avenue, Ifafa Beach.

Improvements: Face brick and cement under tile dwelling consisting of front verandah, side verandah, lounge, dining-room, four bedrooms, (one M.E.S.), kitchen, bathroom and separate toilet. Outbuilding: Brick and plaster under tile double garage with one double servants' quarters, toilet and shower at rear.

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

Dated at Berea on this 7th day of December 1999.

Meumann White, Plaintiff's Attorneys, Second Floor, Wakefields House, 150 Essenwood Road, Berea, Durban. (Ref. Ms Davey/vdg/g/025155.)

Case No. 1310/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and MUTHUMANI VALAYATHAM, First Defendant, NAGAMMA VALAYATHAM, Second Defendant, CHRISTY VALAYATHAM, Third Defendant, and RACHAEL VALAYATHAM, Fourth Defendant

In pursuance of a judgment granted on 18 March 1998 in the High Court of South Africa (Durban and Coast Local Division) and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder on 25 January 2000 at 10:00, at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth:

Description of property: Sub. 107 (of 87) of Lot 300, Chatsworth, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 297 (two hundred and ninety-seven) square metres held by Deed of Transfer T25348/89.

Physical address: 279 Train Road, Crossmoor, Chatsworth, Durban, KwaZulu-Natal.

Improvements: Semi detached double storey block under asbestos roof dwelling comprising four bedrooms, lounge, kitchen, toilet and bathroom.

Zoning: Special Residential (the accuracy hereof is not guaranteed).

Nothing in the above is guaranteed.

- 1. The purchaser shall be required to pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.
- 2. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, 7 Highway Place, Mobeni Heights, Chatsworth.

Dated at Chatsworth on this 1st day of December 1999.

S. A. E. Fakroodeen, for M. Y. Baig & Company, Plaintiff's Attorneys, Suites 19/20, Croftdene Mall, Croftdene Drive, Chatsworth. [Tel. (031) 401-0031.] (Ref. Mrs John/04 6144 055.)

Case No. 10213/97

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and SAVITHREE CHETTY, Defendant

In pursuance of a judgment granted on 4 May 1999 in the High Court of South Africa (Durban and Coast Local Division), and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder on 25 January 2000 at 10:00, at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth:

Description of property: Portion 6884 (of 6838) of Erf 107, Chatsworth, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent two hundred and thirty seven (237) square metres held by Deed of Transfer T20590/97.

Physical address: 44 Road 1124, Crossmoor, Chatsworth, Durban, KwaZulu-Natal.

Improvements: Semi detached double storey block under asbestos roof dwelling comprising of three bedrooms, lounge, kitchen, toilet and bathroom. Outbuildings: Room, kitchen and toilet/bathroom. Tarred driveway, precast fencing.

Zoning: Special Residential (the accuracy hereof is not guaranteed).

Nothing in the above is guaranteed:

- 1. The purchaser shall be required to pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.
- 2. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, 7 Highway Place, Mobeni Heights, Chatsworth.

Dated at Chatsworth on this 1st day of December 1999.

S. A. E. Fakroodeen, for M. Y. Baig & Company, Plaintiff's Attorneys, Suites 19/20 Croftdene Mall, Croftdene Drive, Chatsworth. [Tel. (031) 401-0031.] (Ref. Mrs John/04 6144 033.)

Case No. 3460/96

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between ABSA BANK LTD, Plaintiff, and S. J. DLAMINI, First Defendant, and J. D. DLAMINI, Second Defendant

Pursuant to an order of the High Court of South Africa (Natal Provincial Division), Pietermaritzburg, dated 18 February 1998 and writ of execution dated 25 February 1998, the following property will be sold by public auction to the highest bidder on Wednesday, 2 February 2000 at 10:00, at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, KwaZulu-Natal, namely:

Property description: Erf 4233, Pinetown (Ext. 41), Registration Division FT, in the Borough of Pinetown and in the Port Natal-Ebhodwe Joint Services Board Area, Province of KwaZulu-Natal, in extent 1 189 square metres and held under Deed of Transfer T25087/1993.

Physical address: 19 Albers Road, Highland Hills, Pinetown, KwaZulu-Natal.

Improvements: Dwelling under brick and tiled roof consisting of lounge, dining-room, kitchen, three bedrooms, bathroom (bath and toilet) and bathroom (with toilet and shower). Outbuilding: Single garage, servant's room, toilet and shower and swimming-pool.

Conditions of sale: The property will be sold to the highest bidder on the conditions laid down in the conditions of sale which may be perused at the offices of the Sheriff, Pinetown or at the offices of the Plantiff's attorneys, Pinetown.

Dated at Pinetown on this 9th day of December 1999.

A. T. Kitching, for Geyser, Liebetrau, Du Toit & Louw Inc., Plaintiff's Attorneys, 7 Greathead Lane, Pinetown. (Ref. ATK/ai/T495.)

Case No. 2086/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between NEDCOR BANK LIMITED, trading as PEOPLES BANK, Plaintiff, and ZWANGOBANI PHELEMON MEYIWA, First Defendant, and BATIBENZANI ANNASTASIA MEYIWA, Second Defendant

In terms of a judgment of the above Honourable Court dated 23 March 1999, a sale in execution will be held on 27 January 2000 at 10:00 at Eighth Floor, Maritime House, Salmon Grove 1, Durban, to the highest bidder without reserve:

Erf 2884, Lamontville, situated in the Durban Entity, Registration Division FT, Province of KwaZulu-Natal, in extent 738 (seven hundred and thirty eight) square metres, held by Deed of Transfer TL213/1997. *Physical address:* 5853 Inqe Street, Lamontville.

Improvements: The following information is furnished but not guaranteed: A house of brick under tile roof with three bedrooms, bathroom with bath, basin and toilet (cement floor), lounge (cement floor), no dining-room, kitchen with no fitted cupboards (cement floor).

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

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Durban South, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban on this 14th day of December 1999.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, First Floor, 21 Aliwal Street. (Ref. Mrs Van Huyssteen/ NO183/544/MM.)

Case No. 4137/99

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MFUNGELWA REDMAN NTEYI, Defendant'

In pursuance of a judgment granted in the Port Shepstone Magistrate Court, under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve in front of the Magistrate's Court, Port Shepstone, on Friday, 28 January 2000 at 10:00:

Property description: Erf 1558, Margate Extension 3, Registration Division ET, situated in the Margate Transitional Local Council Area, and in the Ugu Regional Council Area, Province of KwaZulu-Natal, in extent 1 082 square metres, and held under Deed of Transfer T23833/1992.

Physical address: 1558 Milner Crescent, Margate.

The property comprises the following:

Improvements: Dwelling under brick and tile consisting of lounge, dining-room, undercover verandah, main en-suite, two bedrooms, bathroom, shower/toilet/wash basin, kitchen and scullery. Outbuildings: Under brick and tile consisting of double garage and two store-rooms.

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

Dated at Port Shepstone on this 13th day of December 1999.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. PJF/Gill/S894.)

Case No. 6351/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and LINDELO MATYA, Defendant

In pursuance of a judgment granted in the High Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the High Court, Masonic Grove, Durban, on Thursday, 27 January 2000 at 12:00:

Description:

- 1.1 Section 115, as shown and more fully described on Sectional Plan SS196/96, in the scheme known as Waterfall Park, in respect of the building or buildings situated at West Riding, City of Durban, of which section the floor area, according to the said sectional plan, is 66 (sixty-six) square metres in extent; and
- 1.2 an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST6697/96.

Physical address: 115 Wattle Park, Wattle Grove, Sherwood.

Zoning: Special Residential.

The property consists of the following: A dwelling consisting of two bedrooms, dining-room, lounge, entrance hall, kitchen, bathroom, w.c.—shower, patio and parking bay. Nothing in this regard is guaranteed.

- 1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
- 2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of 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 transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.
- 4. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Durban North, Office and Salesroom, 15 Milne Street, Durban, Natal.

Dated at Durban this 9th day of December 1999.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Mr J. C. Jones/sh/matya.) (G156348.81569.)

Case No. 1765/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MELANIE LAUNA PERUMAL, Defendant

In pursuance of a judgment granted in the High Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the High Court, Masonic Grove, Durban, on Thursday, 27 January 2000 at 12:00:

Description:

- (a) Section 91, as shown and more fully described on Sectional Plan SS152/1992, in the scheme known as Kensington, in respect of the land and building or buildings situated at Durban, of which section the floor area according to the said sectional plan is 97 (ninety-seven) square metres in extent; and
- (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST18694/94.

Physical address: 509 Kensington, North Ridge Road, Durban.

Zoning: Special Residential.

The property consists of the following: Unit consisting of lounge, dining-room, two bedrooms, bathroom, w.c., kitchen, shower, open balcony and parking-bay.

Nothing in this regard is guaranteed.

- 1. The sale shall be subject to the terms and conditions of the High 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 auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of 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 transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer, upon request by the said attorneys.
- 4. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Durban North, Office and Salesroom, 15 Milne Street, Durban, Natal.

Dated at Durban this 9th day of December 1999.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Mr J. C. Jones/sh/perumal.) (G156348.77578.)

Case No. 7622/94

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and APPALSAMY TIMOTHY, First Defendant, and BINA TIMOTHY, Second Defendant

In pursuance of a judgment granted in the High Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at Eighth Floor, Maritime House, 1 Salmon Grove, Durban, on Thursday, 27 January 2000 at 10:00:

Description: Lot 1153, Merewent, situated in the City of Durban, Administrative District of Natal, in extent 474 (four hundred and seventy-four) square metres, and held under Deed of Transfer T22212/86.

Physical address: 17 Nigiri Road, Merewent, Natal.

Zoning: Special Residential.

The property consists of the following: Brick under tile dwelling consisting of lounge, dining-room, entrance hall, kitchen, four bedrooms, toilet, bathroom, toilet and nursery. Outbuildings: Granny flat consisting of kitchen, lounge, bedroom, toilet and shower.

Nothing in this regard is guaranteed.

- 1. The sale shall be subject to the terms and conditions of the High 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 auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of 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 transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer, upon request by the sale attorneys.
- 4. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Durban South, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban this 9th day of December 1999.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Mr J. C. Jones/sh/timothy.) (G156348.42670.)

Case No. 6944/99

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

In the matter between TRUSTEES OF THE BODY CORPORATE ASHLEY GROVE, Execution Creditor, and R. BOND, First Execution Debtor, and M. K. BOND, Second Execution Debtor

In execution of a judgment granted by the above Honourable Court on 2 August 1999 in the above-mentioned suit, the following property will be sold in execution by the Sheriff of the Magistrate's Court, Pinetown, front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, on 26 January 2000 at 10:00, to the highest bidder without reserve, namely:

Section 16, as shown and more fully described on Sectional Plan SS64/96, in the scheme known as Ashley Grove, in respect of the land and building or buildings situated in Ashley, Inner West City Council, of which section the floor area according to the said sectional plan is 68 (sixty-eight) square metres in extent.

Which property is physically situated at 16 Ashley Grove, 22 Gardenia Road, Pinetown, and which property is held by the above-name Defendants under and by virtue of Deed of Transfer ST10373/96.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erected thereon single storey brick under tile dwelling consisting of two bedrooms, built-in cupboards and floors carpeted, kitchen, built-in cupboards and floors tiled, bathroom floors tiled, toilet floors tiled and carport.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

The purchase price will be payable subject to the conditions of sale.

- (a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.
- (b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within (seven) days of the date of sale together with costs of transfer and transfer duty.

- (c) The balance of the purchase price together with interest at the rate of 20,00% (per cent) per annum, compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptance guarantee to be furnished within 14 (fourteen) days after the date of sale.
- (d) The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Pinetown, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban this 23rd day of November 1999.

Pearce, Lister & Co., c/o J. A. Lister, Execution Creditor's Attorneys, 47 Heaton Nicholls Road, Kloof, Pinetown.

Case No. 9135/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and GABRIEL STEPHANUS PHILLUPUS DE BRUYN, Defendant

In pursuance of a judgment granted on 10 November 1999 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 26 January 2000 at 11:00, at the steps of the Magistrate's Court, Empangeni:

- 1. (a) Description: One half share in and to Lot 7915, Richards Bay Extension 26, situated in the Richards Bay Transitional Local Council Area, Administrative District of Natal, measuring 1 209 (one thousand two hundred and nine) square metres.
 - (b) Street address: 8 Drongo Domain, Birdswood, Richards Bay.
- (c) Improvements (not warranted to be correct): Brick under tile single-storey dwelling consisting of four bedrooms, bathroom with toilet, lounge, dining-room, kitchen and verandah.
 - (d) Zoning/special privileges or exemptions: Special Residential zoning, no special privileges or exemptions.
- 2. The conditions of sale may be inspected at the office, Sheriff of the Magistrate's Court, Davidson Chambers, Union Street, Empangeni.
 - 3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Richards Bay on this 2nd day of December 1999.

Kloppers Incorporated, First Floor, Partridge Place, Richards Bay; P.O. Box 1659, Richards Bay. (Ref. Mr Kloppers/dw/08/S003/003.)

Case No. 11294/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between BOE BANK LIMITED (Reg. No. 51/00847/06), Plaintiff, and SUNDREN PRAGASEN GOVENDER, Defendant

- 1. In pursuance of a judgment obtained in the above Court on 17 February 1999 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 24 January 2000 at 09:00, at front entrance of the Magistrate's Court, Moss Street, Verulam:
- 2. Description: Lot 5486 (Extension 45), situated in the Borough of Verulam, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 790 (seven hundred and ninety) square metres.
- 3. Improvements: Single-storey brick under tile dwelling comprising main bedroom (novilon tiles, en-suite), two other bedrooms (novilon tiles), open-plan lounge, dining-room and kitchen (novilon tiles, built-in cupboards, Hob, eye-level oven, breakfast nook), toilet and bathroom together, double garage (manual), servants' quarters (room, toilet, showers), block fencing, burgular guards and carport.

Postal address: 7 Chancery Lane, Pargate, Ottawa.

Nothing is guaranteed in the above respects.

- 3.1 The above sale shall be subject to the terms and conditions of the Rules of the above Honourable Court.
- 3.2 The area in which the property is situated is zoned Residential.

- 4. Terms:
- 4.1 10% of purchase price to be paid in cash immediately after the sale.
- 4.2 The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within 14 (fourteen) days after the date of sale.
- 4.3 The purchaser shall be liable for the payment of interest to the Execution Creditor at the rate of 18% per annum from date of sale to date of registration of transfer, and to the bondholder at the prescribed rate of interest as set out in the conditions of sale.
- 4.4 Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and other charges necessary to effect transfer on request by the said attorneys.
- 4.5 The full conditions of sale may be inspected at the offices of the Sheriff for the High Court, Inanda (2), Tongaat, 1 Trevennen Road, Lotusville, Verulam.

Dated at Durban on this 12th day of November 1999.

Jackson & Ameen, Attorney for Execution Creditor, Suite 15, Second Floor, Mangrove Beach Centre, 91 Somtseu Road, North Beach, Durban. (Ref. COLLS/NA/AS/05N349020.)

Case No. 352/99

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

In the matter between ABSA BANK LIMITED (86/04794/06), Execution Creditor, and ABDOOL KARRIM SHAIK, First Execution Debtor, and ZARINA BEE BEE SHAIK, Second Execution Debtor

In terms of a judgment of the above Honourable Court dated 6 April 1999, a sale in execution will be held on Tuesday, 25 January 2000 at 10:00, at the Magistrate's Court, Justice Street, Chatsworth, to the highest bidder without reserve:

Portion 1523 of the farm Mobeni 13538, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 693 (six hundred and ninety-three) square metres.

Physical address: 10 Tunstan Walk, Mobeni Heights, Chatsworth.

The following information is furnished but not guaranteed: Brick under tile dwelling consisting of entrance hall, lounge, two dining-rooms, study, family room, five bedrooms, two kitchens, bathroom/toilet, two toilets/shower, three separate toilets, laundry and two balconies. *Outbuildings*: Two garages, two carports and store-room.

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff for the Magistrate's Court, 12 Oak Avenue, Kharwastan, or at our offices.

Dated at Durban on this 30th day of November 1999.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/1871/MS Meyer.)

Case No. 8860/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and JOHN BEYERS SMITH, Defendant

In terms of a judgment of the above Honourable Court, a sale in execution will be held at the front steps, Magistrate's Court, Empangeni, at 11:00, on Thursday, 27 January 2000, to the highest bidder without reserve:

Section No. 34, as shown and more fully described on Sectional Plan No. SS105/1985, in the scheme known as "Mallow Place" in respect of the land and building or buildings, situated at Richards Bay, in the Borough of Richards Bay, of which section the floor area, according to the said sectional plan is 115 (one hundred and fifteen) square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST12239/92.

Physical address: 34 Mallow Place, Naboomnek Street, Richards Bay, Natal.

Zoning: Special Residential.

The property consists of the following: Double storey sectional title unit comprising 3 bedrooms, 2 bathrooms, 1 dining room, 1 kitchen and 1 lounge. Outbuildings comprise 1 garage.

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

- 1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
- 2. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Empangeni.

Dated at Durban on this 6th day of December 1999.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.16044/Dorette.)

Case No. 1048/99

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

In the matter between BOE BANK LIMITED, t/a BOLAND PKS, Execution Creditor, L P F ONTWIKKELING BK (CK89/12900/23), 3rd Execution Debtor, and WONDER VALLEY (EDMS.) BEPERK (82/06008/27), 4th Execution Debor

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 2 March 1999, the undermentioned property will be sold in execution on 3 February 2000 at 10:00, in front of the Magistrate's Court, Albert Street, Estcourt, namely:

- The farm Diedlof No. 9535, situate in the Administrative District of Natal, Province of KwaZulu-Natal, in extent 197,6759 hectares.
- 2. The Remaining of the farm Maatschapij No. 9041, situated in the Administrative District of Natal, Province of KwaZulu-Natal, in extent 416,4752 hectares.

The property is unimproved.

The conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 54 Richmond Road, Estcourt. The conditions are mainly the following:

- 1. The property will be sold by the Sheriff of the Magistrate's Court by public auction to the highest bidder for cash but such sale shall be subject to confirmation thereof with 10 days by the execution creditor or it's attorneys.
- 2. The purchaser shall pay a deposit of 10% of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest at the rate of 28,25% per annum from the date of sale to the date of registration of transfer shall be paid by a secured bank or building society guarantee approved by the execution creditor's attorneys and to be furnished within fourteen days after the date of sale.

Dated at Newcastle on this 7th day of December 1999.

M. Coetzee, for De Jager Steyn Maritz Inc., Attorney for Execution Creditor, 4th Floor, United Building, Scott Street, Newcastle.

Case No. 4190/99

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

In the matter between FERROBOND (PROPRIETARY) LTD, Execution Creditor, Mr GERT JACOBUS MYBURGH, 1st Execution Debtor, and Ms BEVERLEY ANNE MYBURGH, 2nd Execution Debor

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 21 September 1999, the undermentioned property will be sold in execution on 4 February 2000 at 10:00, in front of the Magistrate's Court, Church Street, Dannhauser, namely:

Lot 201, Hattinghspruit (Ext 2), situated in the Hattinghspruit Health Committee Area, and in the Dundee/Glencoe Regional Water Services Area, measuring 1 257 square metres.

The property is improved with a flat roof dwelling consisting of a lounge, diningroom, 3 bedrooms, 1.5 bathroom/s, kitchen and 1 garage but nothing is guaranteed.

The conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 55 Celly Street, Dunnhauser. The conditions are mainly the following:

- 1. The property will be sold by the Sheriff of the Magistrate's Court by public auction to the highest bidder for cash but such sale shall be subject to confirmation thereof with 10 days by the execution creditor or it's attorneys.
- 2. The purchaser shall pay a deposit of 10% of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest at the rate of 19% per annum from the date of sale to the date of registration of transfer shall be paid by a secured bank or building society guarantee approved by the execution creditor's attorneys and to be furnished within fourteen days after the date of sale.

Dated at Newcastle on this 30th day of November 1999.

M. Coetzee, for De Jager Steyn Maritz Inc., Attorney for Execution Creditor, 4th Floor, United Building, Scott Street, Newcastle.

Case No. 5346/99

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

In the matter between FERROBOND (PROPRIETARY) LTD, Execution Creditor, and Mr VUSUMUZI WELCOME MTHEMBU, First Execution Debtor, and Ms JOKE CASHILE MTHEMBU, Second Execution Debtor

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 29 October 1999, the undermentioned property will be sold in execution on 2 February 2000 at 10:00, in front of the Magistrate's Court, Murchison Street, Newcastle, namely:

Ownership Unit 5709, Madadeni D, situated in the Township of Madadeni, measuring 465 square metres.

The property is improved with a corrugated iron roof dwelling consisting of lounge, dining-room, two bedrooms, 0.5 bathroom, kitchen and no garage but nothing is guaranteed.

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

- 1. The property will be sold by the Sheriff of the Magistrate's Court by public auction to the highest bidder for cash but such sale shall be subject to confirmation thereof within 10 days by the Execution Creditor or it's attorneys.
- 2. The purchaser shall pay a deposit of 10% of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest at the rate of 19% per annum from the date of sale to the date of registration of transfer shall be paid by a secured bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen days after the date of sale.

Dated at Newcastle this 30th day of November 1999.

M. Coetzee, for De Jager Steyn Maritz Inc., Attorneys for Execution Creditor, Fourth Floor, United Building, Scott Street, Newcastle.

Case No. 3976/99

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

In the matter between FERROBOND (PROPRIETARY) LTD, Execution Creditor, and Mr MUZIWAKHE SAMUEL MAKHUBO, First Execution Debtor, and Ms GABISILE GRAMENT EDITH MAKHUBO, Second Execution Debtor

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 2 November 1999, the undermentioned property will be sold in execution on 2 February 2000 at 10:00, in front of the Magistrate's Court, Murchison Street, Newcastle, namely:

Unit 8435, Township of Madadeni, Unit 5, situated in the District of Madadeni, measuring 678,2 square metres.

The property is improved with a flat roof dwelling consisting of lounge, dining-room, two bedrooms, one and a half bathroom, kitchen and garage but nothing is guaranteed.

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

- 1. The property will be sold by the Sheriff of the Magistrate's Court by public auction to the highest bidder for cash but such sale shall be subject to confirmation thereof within 10 days by the Execution Creditor or it's attorneys.
- 2. The purchaser shall pay a deposit of 10% of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest at the rate of 19% per annum from the date of sale to the date of registration of transfer shall be paid by a secured bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen days after the date of sale.

Dated at Newcastle this 30th day of November 1999.

M. Coetzee, for De Jager Steyn Maritz Inc., Attorneys for Execution Creditor, Fourth Floor, United Building, Scott Street, Newcastle.

Case No. 136/99

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

In the matter between BUSINESS PARTNERS LIMITED, Execution Creditor, and VERSTEL (EIENDOMS) BEPERK, First Execution Debtor, Mr JAPIE CRAFFORD, Second Execution Debtor, and Ms LINDA CRAFFORD, Third Execution Debtor

In pursuance of a judgment of the Court of the Magistrate of Utrecht and a writ of execution dated 5 October 1999, the undermentioned property will be sold in execution on 31 January 2000 at 10:00, in front of the Magistrate's Court, 51 Voor Street, Utrecht, namely:

Lot 935 and Sub. 5 (of 3) of Lot 186, Utrecht, measuring 34,260 and 599 square metres respectively.

The property is improved with a factory and shop but nothing is guaranteed.

The conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 35 Church Street, Paulpietersburg. The conditions are mainly the following:

- 1. The property will be sold by the Sheriff of the Magistrate's Court by public auction to the highest bidder for cash but such sale shall be subject to confirmation thereof within 10 days by the Execution Creditor or it's attorneys.
- 2. The purchaser shall pay a deposit of 10% of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest at the rate of 19% per annum from the date of sale to the date of registration of transfer shall be paid by a secured bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen days after the date of sale.

Dated at Newcastle this 19th day of November 1999.

M. Coetzee, for De Jager Steyn Maritz Inc., Attorneys for Execution Creditor, Fourth Floor, United Building, Scott Street, Newcastle.

Case No. 5444/98

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

In the matter between KWAZULU FINANCE & INVESTMENT CORPORATION LIMITED, Plaintiff, and THABANI OWEN NDLOVU, Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 11 October 1999, the undermentioned property will be sold in execution on 2 February 2000 at 10:00, in the front room of the Magistrate's Court, Newcastle, to the highest bidder for cash, namely:

A certain Unit 826, Unit D, Osizweni.

The property is improved, but nothing is guaranteed.

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

- 1. The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.
- 2. The property is sold voetstoots and subject to the conditions of the Deed of Grant.

Dated at Newcastle on this 25th day of November 1999.

P. G. Steyn, for De Jager Steyn Maritz Inc., Attorneys for Plaintiff, Fourth Floor, United Building, 52 Scott Street, Newcastle.

Case No. 5442/98

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

In the matter between KWAZULU FINANCE & INVESTMENT CORPORATION LIMITED, Plaintiff, and QUEEN DUMILE MDLALOSE, Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 11 October 1999, the undermentioned property will be sold in execution on 2 February 2000 at 10:00, in the front room of the Magistrate's Court, Newcastle, to the highest bidder for cash, namely:

A certain Unit 170, Unit D, Osizweni.

The property is improved, but nothing is guaranteed.

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

- 1. The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.
- 2. The property is sold voetstoots and subject to the conditions of the Deed of Grant.

Dated at Newcastle on this 25th day of November 1999.

P. G. Steyn, for De Jager Steyn Maritz Inc., Attorneys for Plaintiff, Fourth Floor, United Building, 52 Scott Street, Newcastle.

Case No. 2846/99

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

In the matter between NEWCASTLE LOCAL COUNCIL, Plaintiff, and L. IMRITCHAND, First Defendant, and R. IMRITCHAND, Second Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 27 October 1999, the undermentioned property will be sold in execution on 2 February 2000 at 10:00, in front room of the Magistrate's Court, Newcastle, namely:

Erf 14190, Newcastle.

The property is a vacant stand.

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

- 1. The property will be sold by the Sheriff of the Magistrate's Court by public auction to the highest bidder for cash but such sale shall be subject to confirmation thereof within 10 days by the Execution Creditor or it's attorneys.
- 2. The purchaser shall pay a deposit of 10% of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest at the rate of 18% per annum from the date of sale to the date of registration of transfer shall be paid by a secured bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.

Dated at Newcastle on this 25th day of November 1999.

P. G. Steyn, for De Jager Steyn Maritz Inc., Attorneys for Plaintiff, Fourth Floor, United Building, 52 Scott Street, Newcastle.

Case No. 1779/99

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

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and KEYI ELPHAS MNGUNI, Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 20 October 1999, the undermentioned property will be sold in execution on 2 February 2000 at 10:00, at the front room of the Magistrate's Court, Newcastle, to the highest bidder for cash, namely:

A certain Unit A918, Madadeni.

The property is improved, but nothing is guaranteed.

The conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court at 36 York Road, Newcastle.

The conditions are mainly the following:

- 1. The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.
- 2. The property is sold voetstoots and subject to the conditions of the Deed of Grant.

Dated at Newcastle on this 25th day of November 1999.

P. G. Steyn, for De Jager Steyn Maritz Inc., Attorneys for Plaintiff, Fourth Floor, United Building, 52 Scott Street, Newcastle.

Case No. 5993/99

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

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and MANDLA PATRICK KUBHEKA, Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 18 October 1999, the undermentioned property will be sold in execution on 2 February 2000 at 10:00, at the front room of the Magistrate's Court, Newcastle, to the highest bidder for cash, namely:

A certain Unit 5683D, Madadeni.

The property is improved, but nothing is guaranteed.

The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court at 36 York Road, Newcastle.

The conditions are mainly the following:

- 1. The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.
- 2. The property is sold voetstoots and subject to the conditions of the Deed of Grant.

Dated at Newcastle on this 17th day of November 1999.

P. G. Steyn, for De Jager Steyn Maritz Inc., Attorneys for Plaintiff, Fourth Floor, United Building, 52 Scott Street, Newcastle.

Case No. 5990/99

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

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and BHEKOKWAKHE ALSON MBATHA, Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle, and a writ of execution dated 18 October 1999, the undermentioned property will be sold in execution on 2 February 2000 at 10:00, at the front room of the Magistrate's Court, Newcastle, to the highest bidder for cash, namely:

A certain Erf 2588, Newcastle Extension 12.

The property is improved, but nothing is guaranteed.

The conditions of sale may be inspected at the offices of the Sheriff of the Magistraste's Court at 36 York Road, Newcastle.

The conditions are mainly the following:

- 1. The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.
- 2. The property is sold voetstoots and subject to the conditions of the Deed of Grant.

Dated at Newcastle on this 17th day of November 1999.

P. G. Steyn, for De Jager Steyn Maritz Inc., Attorneys for Plaintiff, Fourth Floor, United Building, 52 Scott Street, Newcastle,

Case No. 5994/99

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

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and SIGWILI WILLIAM SILENGE, Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 18 October 1999 the undermentioned property will be sold in execution on 2 February 2000 at 10:00, at the front room of the Magistrate's Court, Newcastle, to the highest bidder for cash, namely:

A certain Unit 4080, Unit C, Madadeni.

The property is improved, but nothing is guaranteed.

The conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, at 36 York Road, Newcastle.

The conditions are mainly the following:

- 1. The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.
- 2. The property is sold voetstoots and subject to the conditions of the Deed of Grant.

Dated at Newcastle on this 17th day of November 1999.

P. G. Steyn, for De Jager Steyn Maritz Inc., Attorneys for Plaintiff, Fourth Floor, United Building, 52 Scott Street, Newcastle.

Case No. 76/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and SEGRAN GOVENDER, First Defendant, and CYNTHIA GOVENDER, Second Defendant

In terms of a judgment of the above Honourable Court, a sale in execution will be held at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, on Tuesday, 25 January 2000 at 10:00, to the highest bidder without reserve:

Sub. 1769 (of 2286) of Lot 101, Chatsworth, situated in the City of Durban, Administrative District of Natal, in extent 209 (two hundred and nine) square metres, held under Deed of Transfer T3336/95

Physical address: 233 Equality Street, Croftdene, Chatsworth, Natal.

Zoning: Residential.

The property consists of the following: Semi-detached block under asbestos roof dwelling comprising two bedrooms, lounge, kitchen, toilet and bathroom. Property is fenced. The outbuildings comprise of three rooms, kitchen and toilet/bathroom.

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

- 1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
- The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, 7 Highway Place, Mobeni Heights, Chatsworth, Natal.

Dated at Durban this 29th day of November 1999.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.15053/sa.)

Case No. 6095/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and AYANDA PRECIOUS NOLUKTHUKELA CENGIMBO, Defendant

In terms of a judgment of the above Honourable Court, a sale in execution will be held at Maritime House, Eight Floor, 1 Salmon Grove, Durban, on Thursday, 27 January 2000 at 10:00, to the highest bidder without reserve:

Section 9, as shown and more fully described on Sectional Plan SS72/1989, in the scheme known as Allwynds, in respect of the land and building or buildings situated at Durban, Durban Entity, of which section the floor area according to the said sectional plan is 102 (one hundred and two) square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST2874/98.

Physical address: 9 Allwynds, 12 Birkenhead Road, Durban, Natal.

Zoning: Special Residential.

The property consists of the following: Sectional title unit comprising lounge, dining-room, three bedrooms, bathroom, two toilets, shower, kitchen, garage and garden.

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

- 1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
- 2. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Maritime House, Eighth Floor, 1 Salmon Grove, Durban.

Dated at Durban this 30th day of November 1999.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.15637/sa.)

Case No. 6942/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and AHMED MOHAMED MOOLA, First Defendant, and KATEJA MOOLA, Second Defendant

In terms of a judgment of the above Honourable Court, a sale in execution will be held on the steps of the High Court, Masonic Grove, Durban, on Thursday, 27 January 2000 at 12:00, to the highest bidder without reserve:

Sub. 4 and Lot 58, Brickfield, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 097 (one thousand and ninety-seven) square metres, held under Deed of Transfer T30200/96.

Physical address: 32 Antelope Place, Overport, Natal.

Zoning: Special Residential.

The property consists of the following: Single-storey brick under tile roof dwelling comprising living-room, three bedrooms, bathroom, kitchen, dining-room and verandah. Outbuildings comprise bathroom and three servants' quarters.

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

- 1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
- The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Office and Salesroom, 15 Milne Street, Durban, Natal.

Dated at Durban this 2nd day of December 1999.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.:14152/Dorette.)

Case No. 8801/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and CONSTANTINOS KAGIAVAS, Defendant

In terms of a judgment of the above Honourable Court, a sale in execution will be held at Eight Floor, Maritime House, 1 Salmon Grove, Durban, on Thursday, 27 January 2000 at 10:00, to the highest bidder without reserve:

Section 72, as shown and more fully described on Sectional Plan SS61/1977, in the scheme known as "High Tide" in respect of the land and building or buildings situated at Amanzimtoti, of which section the floor area, according to the said sectional plan is 81 (eighty-one) square metres in extent, and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Certificate of Registered Sectioal Title ST61/1977 (72) Unit.

Physical address: 1804 High Tide, 424 Kingsway, Amanzimtoti, Natal.

Zoning: Special Residential.

The property consists of the following: Sectional title unit comprising entrance hall, lounge, two bedrooms, two bathrooms, two toilets and kitchen.

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

- 1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
- The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, 101 Lejaton, 40 St George's Street, Durban, Natal.

Dated at Durban this 6th day of December 1999.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/R.2091/Dorette.)

Case No. 3582/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and CARGO TRANS CC, First Defendant, and POOVINDRAN PILLAY, Second Defendant

In terms of a judgment of the above Honourable Court, a sale in execution will be held at Maritime House, Eighth Floor, 1 Salmon Grove, Durban, on Thursday, 27 January 2000 at 10:00, to the highest bidder without reserve:

Erf 684, Dunns Grant, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 671 (six hundred and seventy-one) square metres, held under Deed of Transfer T31050/1989.

Physical address: 143 Cherry Road, Sea View, Natal.

Zoning: Special Residential.

The property consists of the following: Vacant land (fully fenced).

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

- 1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
- 2. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban this 3rd day of December 1999.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.15281/sa.)

Case No. 1369/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and IMRAAN AKOOJEE, Defendant

In terms of a judgment of the above Honourable Court, a sale in execution will be held at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, on Tuesday, 25 January 2000 at 10:00, to the highest bidder without reserve:

Sub 7711 (of 7580) of Lot 107, Chatsworth, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 482 (four hundred and eighty-two) square metres, held under Deed of Transfer T24488/95.

Physical address: 21 Belladona Avenue, Chatsworth, Natal.

Zoning: Residential.

The property consists of the following: Double storey brick under tile roof dwelling comprising four bedrooms, lounge, dining-room, two toilets/bathroom and kitchen (built-in-cupboards, tiled). The outbuildings comprise of double garage, two rooms, toilet/shower, property fenced and yard paved.

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

- 1. The sale shall be subject to the terms and conditions of the High Courts Act and the Rules made thereunder.
- 2. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, 7 Highway Place, Mobeni Heights, Chatsworth, Natal.

Dated at Durban on this 6th day of December 1999.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr A. J. Allan/S.13228/sa.)

Case No. 1234/96

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MAMUNA MANSOOR, Defendant

In terms of a judgment of the above Honourable Court, a sale in execution will be held at Eighth Floor, Maritime House, 1 Salmon Grove, Durban, on Thursday, 27 January 2000 at 10:00, to the highest bidder without reserve:

Sub 1 of Lot 506, Isipingo, situated in the Borough of Isipingo and in the Port Natal–Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 929 (nine hundred and twenty-nine) square metres, held under Deed of Transfer T2538/93.

Physical address: 30 Khan Road, Isipingo Rail, Natal.

Zoning: Special Residential.

The property consists of the following: Single-storey brick under tile roof dwelling comprising three bedrooms (en-suite with bath, basin, shower and toilet, tiled), bathroom with basin, shower and toilet (tiled), prayer room (tiled), lounge (carpeted), dining-room (tiled), TV-room (tiled), kitchen with fitted cupboards (lino), scullery, concrete fencing and garage attached to main house.

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

- 1. The sale shall be subject to the terms and conditions of the High Courts Act and the Rules made thereunder.
- 2. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, 101 Lejaton, 40 St George's Street, Durban, Natal.

Dated at Durban on this 7th day of December 1999.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr A. J. Allan/S.124482/Dorette.)

Case No. 3991/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and EDWARD ADRIAN HARWOOD, First Defendant, and VALERIE HARWOOD, Second Defendant

In terms of a judgment of the above Honourable Court, a sale in execution will be held on the steps of the High Court, Masonic Grove, Durban, on Thursday, 27 January 2000 at 12:00, to the highest bidder without reserve:

Lot 122, Glenlashley, situated in the Township of Glenashley, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 012 (one thousand and twelve) square metres, held under Deed of Transfer T10175/91.

Physical address: 14 Adrienne Place, Glenashley, Natal.

Zoning: Special Residential.

The property consists of the following: Single-storey brick under tile roof dwelling comprising two living-rooms, three bedrooms, two bathrooms, patio and kitchen. Outbuildings comprise garage, bathroom, servants quarter and shower. There is a swimming-pool.

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

- 1. The sale shall be subject to the terms and conditions of the High Courts Act and the Rules made thereunder.
- 2. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Office and Salesroom, 15 Milne Street, Durban, Natal.

Dated at Durban on this 18th day of November 1999.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr A. J. Allan/S.13627/Dorette.)

Case No. 7558/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and ANDRIES MAFUTHA MBATHA, First Defendant, and NOXOLO CLEOPATRA MBATHA, Second Defendant

In terms of a judgment of the above Honourable Court, a sale in execution will be held on the steps of the High Court, Masonic Grove, Durban, on Thursday, 27 January 2000 at 12:00, to the highest bidder without reserve:

Portion 2 of Erf 782, Duiker Fontein, Registration Division FU, in the Durban Entity, Province of KwaZulu-Natal, in extent 1 012 (one thousand and twelve) square metres, held under Deed of Transfer T38473/97.

Physical address: 58 Fern Grove, Durban North, Natal.

Zoning: Special Residential.

The property consists of the following: Single-storey brick under tile roof dwelling comprising two living-rooms, three bedrooms, bathroom, kitchen and verandah. Outbuildings comprise garage, servants and toilet/shower.

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

- 1. The sale shall be subject to the terms and conditions of the High Courts Act and the Rules made thereunder.
- 2. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Office and Salesroom, 15 Milne Street, Durban, Natal.

Dated at Durban on this 18th day of November 1999.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr A. J. Allan/S.15855/Dorette.)

Case No. 7059/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MOGAMAT NISAR ABRAHAMS, First Defendant, and VANESSA ABRAHAMS, Second Defendant

In terms of a judgment of the above Honourable Court, a sale in execution will be held on the steps of the High Court, Masonic Grove, Durban, on Thursday, 27 January 2000 at 12:00, to the highest bidder without reserve:

Portion 48 (of 12) of Erf 809, Brickfield, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 661 (six hundred and sixty-one) square metres, held under Deed of Transfer T3734/98.

Physical address: 2 Jervis Road, Brickfield, Overport, Natal.

Zoning: Special Residential.

The property consists of the following: Brick under asbetos roof dwelling comprising two bedrooms (wooden floors), open-plan dining-room/lounge (wooden floors), open-plan kitchen (tiled floors), toilet (tiled floor), bathroom with toilet, bathtub, washbasin (tiled floor), verandah (floor- brick tiles), fully fenced yard, precast walls, steel gates and cement driveway. The outbuildings comprise servant's quarters comprising room (wendy house). There is also a Granny Cottage comprising open-plan lounge/kitchen (tiled floors), bedroom (floor- loose carpet), toilet (tiled floor), bathroom with bathtub and washbasin (floor mat).

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

- 1. The sale shall be subject to the terms and conditions of the High Courts Act and the Rules made thereunder.
- 2. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, 15 Milne Street, Durban, Natal. Dated at Durban on this 18th day of November 1999.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr A. J. Allan/S.14158/sa.)

Case No. 5604/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and DEBORAH HELEN VAN TONDER, Defendant

In terms of a judgment of the above Honourable Court, a sale in execution will be held at the entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, on Wednesday, 26 January 2000 at 10:00, to the highest bidder without reserve:

Lot 376, Malvern Extension 6, situated in the Borough of Queensburgh, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 075 (one thousand and seventy-five) square metres, held under Deed of Transfer T26587/96.

Physical address: 510 Stella Road, Malvern, Natal.

Zoning: Special Residential.

The property consists of the following: Single-level brick under tile dwelling comprising living-room, three bedrooms, bath-room/toilet and kitchen. Outbuildings comprise single garage, cottage comprising bedroom, kitchen and bathroom/toilet.

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

- 1. The sale shall be subject to the terms and conditions of the High Courts Act and the Rules made thereunder.
- 2. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, No. 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban on this 19th day of November 1999.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr A. J. Allan/S.13222/Dorette.)

Case No. 9912/97

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and PRAVIN SUPKARAN, First Defendant, and PRAVINA MALTHI DEVI PRAVIN SUPKARAN, Second Defendant

In terms of a judgment of the above Honourable Court, a sale in execution will be held on the steps of the High Court, Masonic Grove, Durban, on Thursday, 27 January 2000 at 12:00, to the highest bidder without reserve:

Sub 1542 (of 551 of A of 2) of the Farm Zeekoe Vallei 787, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 2 360 (two thousand three hundred and sixty) square metres, held under Deed of Transfer T9061/90.

Physical address: 39 Stromia Road, Sea Cow Lake, Natal.

Zoning: Special Residential.

The property consists of the following: Double storey brick under tile roof dwelling comprising four living-rooms, eight bedrooms, five bathrooms, prayer-room, shower/bathroom/toilet and two balconies. Outbuildings comprise two garages, bathroom and two servants' quarters.

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

- 1. The sale shall be subject to the terms and conditions of the High Courts Act and the Rules made thereunder.
- 2. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Office and Salesroom, 15 Milne Street, Durban, Natal.

Dated at Durban on this 25th day of November 1999.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr A. J. Allan/S.12956/Dorette.)

Case No. 10116/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and JAINANDH BABOOYAARAM GUNGARAM, Defendant

In terms of a judgment of the above Honourable Court, a sale in execution will be held on the steps of the High Court, Masonic Grove, Durban, on Thursday, 27 January 2000 at 12:00, to the highest bidder without reserve:

Lot 849, Newlands Extension 9, situated in the City of Durban, Administrative District of Natal, in extent 674 (six hundred and seventy-four) square metres, held under Deed of Transfer T11505/93.

Physical address: 25 Hylo Circle, Parlock, Newlands, Natal.

Zoning: Special Residential.

The property consists of the following: Double storey brick under tile roof dwelling comprising two living-rooms, five bedrooms, four bathrooms, dressing-room, study room, porch and kitchen. The outbuildings comprise two garages, bathroom, servants' quarters and shower.

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

- 1. The sale shall be subject to the terms and conditions of the High Courts Act and the Rules made thereunder.
- 2. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, 15 Milne Street, Durban, Natal. Dated at Durban on this 25th day of November 1999.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr A. J. Allan/S.15131/sa.)

Case No. 1922/99

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and SEBENZILE EVRITTA ZULU, First Defendant, and MAGNIFICENT FRITZ MBONGISENI ZULU, Second Defendant

Take notice that in execution of a judgment by default in the above court, a sale in execution, without reserve, will be held by the High Court Sheriff, in front of the Court-house, Murchison Street, Newcastle, on Friday, 28 January 2000 at 11:00, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

Ownership Unit A2798 (Portion 3) Osizweni situated in the Township of Osizweni, District of Newcastle, in extent 1 545 (one thousand five hundred and forty-five) square metres, held by First Defendant under Deed of Grant G3770/86.

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

- 1. Address of property: Stand No. 2798/3 Osizweni, Newcastle, KwaZulu-Natal.
- 2. Improvements to the property: It is a shopping centre commonly known as Buhlebuzovama.

The gross floor area of the shopping centre is 1 196 square metres of which there are 948 square metres of lettable shop space.

The building is unplastered brick on the outside and the roof is covered with IBR sheeting fixed onto wood trusses. There is a wall around the shopping centre with security fencing on top of the wall.

In the shopping centre there are the following:

- a superette 481 square metres;
- a butchery 117 square metres; and
- six small shops totalling 350 square metres.,

The full conditions of sale may be inspected at the office of the High Court Sheriff, Second Floor, Volkskas Building, Voortrekker Street, Newcastle, KwaZulu-Natal.

Dated at Pietermaritzburg on this 12th day of December 1999.

Venn, Nemeth & Hart Inc., Plaintiff's Attorneys.

Case No. 1135/99

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and WILLIAM JOSEPH BOSSINGER, First Defendant, and ADELE TERESA BOSSINGER, Second Defendant

Take notice that in execution of a judgment by default in the above court, a sale in execution, will be held by the Sheriff of the High Court, Pietermaritzburg, at 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, on Friday, 27 January 2000 at 10:00, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

Portion 355 (of 181) of the farm Bishopstowe 2587, Registration Division FT, in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 543 (five hundred and fifty-three) square metres, held by the Defendants under Deed of Transfer T37123/96.

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

- 1. The property's physical address is 44 Shetland Drive, Bishopstowe.
- 2. The improvements consists of a single-storey freestanding dwelling constructed of block under tile consisting of an open plan lounge/kitchen, three bedrooms, bathroom and toilet, toilet, situated on a panhandle property.
 - 3. The town-planning zoning of the property is: Special Residential.

The full conditions of sale may be inspected at the office of the Sheriff of the High Court, Pietermaritzburg, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Province of KwaZulu-Natal.

Dated at Pietermaritzburg on this 10th day of December 1999.

Venn, Nemeth & Hart Inc., Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. R. Stuart-Hill/26S1378/99.)

Case No. 954/99

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and SHARON LEONARD, Defendant

Take notice that in execution of a judgment by default in the above Court, a sale in execution, will be held by the Sheriff of the High Court, Pietermaritzburg, at 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, on Thursday, 27 January 2000 at 10:00, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

Erf 249, Ashburton, Registration Division FT, in the Ashburton Council Area, Province of KwaZulu-Natal, in extent 6 028 (six thousand and twenty-eight) square metres, held by the Defendant under Deed of Transfer T14370/97.

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

- 1. The property's physical address is 12 Pope Ellis Drive, Ashburton.
- 2. The improvements consist of a dwelling constructed of facebrick under tile, consisting of a lounge, dining-room, three bedrooms, kitchen, one and a half bathrooms with a freestanding outbuilding constructed of facebrick under tile, consisting of a triple garage and bathroom.
 - 3. The town-planning zoning of the property is: Special Residential.

The full conditions of sale may be inpected at the office of the Sheriff of the High Court, Pietermaritzburg, at 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Province of KwaZulu-Natal.

Dated at Pietermaritzburg on this 10th day of December 1999.

Venn, Nemeth & Hart Inc., Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. R. Stuart-Hill/26S034999.)

Case No. 1436/99

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and GREGORY IVAN PRATT, First Defendant, and CLAUDETTE CECELIA PRATT, Second Defendant

Take notice that in execution of a judgment by default in the above Court, a sale in execution, will be held by the Sheriff of the High Court, Pietermaritzburg, at 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, on Thursday, 27 January 2000 at 10:00, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

Erf 128, Hayfields, Registration Division FT in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 1 540 (one thousand five hundred and forty) square metres, held by the Defendants under Deed of Transfer T7141/95.

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

- 1. The property's physical address is: 4 Flemmer Place, Pietermaritzburg.
- 2. The improvements consists of a single-storey freestanding dwelling constructed of brick under Harvey tile, consisting of a lounge, dining-room, four bedrooms, kitchen, laundry, two bathrooms and a single-storey freestanding outbuilding constructed of brick under Harvey tile consisting of a garage and toilet.
 - 3. The town-planning zoning of the property is: Special Residential.

The full conditions of sale may be inpected at the office of the Sheriff of the High Court, Pietermaritzburg, at 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Province of KwaZulu-Natal.

Dated at Pietermaritzburg on this 10th day of December 1999.

Venn, Nemeth & Hart Inc., Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. R. Stuart-Hill/26S0785/99.)

Case No. 3419/99

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and STEPHEN LUKE NORTJIE, 1st Defendant, and SAMANTHA DAY, 2nd Defendant

Take notice that in execution of a judgment by default in the above Court, a sale in execution, will be held by the Sheriff of the High Court, Pietermaritzburg, at 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, on Thursday, 27 January 2000 at 10:00, of the following immmovable property, on conditions to be read out by the auctioneer at the time of the sale:

Portion 2 of Erf 1052, Pietermaritzburg, Registration Division FT, in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 1 192 (one thousand one hundred and ninety two) square metres, held by the Defendants under Deed of Transfer T30424/96.

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

- 1. The property's physical address is 46 Brookby Crescent, Prestbury, Pietermaritzburg.
- 2. The improvements consist of a single storey freestanding dwelling constructed of brick under tile consisting of a lounge, 3 bedrooms, kitchen, shower, toilet and combined bathroom and toilet with single storey freestanding outbuilding constructed of brick under tile consisting of a bedroom, toilet and garage.
 - 3. The town planning zoning of the property is Special Residential.

The full conditions of sale may be inspected at the office of the Sheriff of the High Court, Pietermaritzburg, at 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Province of KwaZulu-Natal.

Dated at Pietermaritzburg on this 10th day of December 1999.

Venn, Nemeth & Hart Inc., Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. R. Stuart-Hill/26S0002/99.)

Case No. 1439/99

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and DHANALUTCHMEE NAIDOO, Defendant

Take notice that in execution of a judgment by default in the above court, a sale in execution, will be held by the Sheriff of the High Court, Pietermaritzburg at 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, on Thursday, 27 January 2000 at 10:00, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

A unit consisting of-

- (a) Section 100, as shown and more fully described on Sectional Plan SS592/95 in the scheme known as Sandhurst, in respect of the land and building or buildings situated at Pietermaritzburg, of which section the floor area, according to the said sectional plan is 66 (sixty six) square metres in extent; and
- (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by the Defendant under Deed of Transfer ST3446/96.

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

- 1. The property's physical address is Section/Door 100, Sandhurst, McAllister Road, Scottsville, Pietermaritzburg.
- 2. The improvements consist of a single storey sectional title unit consisting of entrance hall, lounge, bedroom, bathroom, toilet, kitchen and balcony. *Common facilities:* Pool, tennis court and club house.
 - 3. The town planning zoning of the property is: General Residential.

The full conditions of sale may be inspected at the office of the Sheriff of the High Court, Pietermaritzburg, at 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Province of KwaZulu-Natal.

Dated at Pietermaritzburg on this 10th day of December 1999.

Venn, Nemeth & Hart Inc., Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. R. Stuart-Hill/26S0742/99.)

Case No. 405/97

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

In the matter between TOWN TREASURER, Judgment Creditor, and S. WASLING, Judgment Debtor

In pursuance of a judgment granted by the above Honourable Court dated 28 December 1998, the following immovable property will be sold in execution on 1 February 2000 at 10:00, in front of the Mooi River Magistrate's Court, Claughton Terrace, Mooi River, KwaZulu-Natal:

Erf 660, Mooi River (Extension 5), Registration Division FT, situated in the Mooi River Transitional Local Council Area, Province of KwaZulu-Natal, in extent 1 018 (one thousand and eighteen) square metres.

The following information is furnished regarding the property, but is not guaranteed: The immovable property is an unimproved vacant plot.

The property is situated at Lot 660, 17 Ridge Road, Mooi River, KwaZulu-Natal.

Material conditions of sale: The purchaser shall pay (10%) ten per cent of the purchase price in cash at the time of the sale and the balance shall be paid and secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys, to be furnished to the Sheriff within fourteen (14) days of the date of sale. The full conditions of the sale can be inspected at the offices of the Sheriff, 54 Richmond Road, Estcourt, KwaZulu-Natal.

Dated at Mooi River on this 20th day of December 1999.

Pitcher & Fismer, Judgment Creditor's Attorneys, 179 Boshoff Street, Pietermaritzburg, 3201. (Ref. 02/B055/353.)

Case No. 51/98

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

In the matter between TOWN TREASURER, Judgment Creditor, and PREMIER TAPE AND RIBBON MANUFACTURERS (PTY) LTD, Judgment Debtor

In pursuance of a judgment granted by the above Honourable Court dated 4 May 1998, the following immovable property will be sold in execution on 1 February 2000 at 10:00, in front of the Mooi River Magistrate's Court, Claughton Terrace, Mooi River, KwaZulu-Natal:

Lot 596, Mooi River, Registration Division FT, situated in the Mooi River Transitional Local Council Area, Province of KwaZulu-Natal, in extent (4,0295) four comma nought two nine five hectares.

The following information is furnished regarding the property but is not guaranteed: The immovable property comprises a brick under tile building being a vacant abattoir.

The property is situated at: Adjacent to Bruntville N.P.A. Clinic.

Material conditions of sale: The purchaser shall pay (10%) ten per cent of the purchase price in cash at the time of the sale and the balance shall be paid and secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys, to be furnished to the Sheriff within fourteen (14) days of the date of sale. The full conditions of the sale can be inspected at the offices of the Sheriff, 54 Richmond Road, Estcourt, KwaZulu-Natal.

Dated at Mooi River on this 20th day of December 1999.

Pitcher & Fismer, Judgment Creditor's Attorneys, 179 Boshoff Street, Pietermaritzburg, 3201. (Ref. 02/B055/350.)

Case No. 3084/99

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and STRIKE WILLIAMS, First Defendant, and MARGARET ROSIE WILLIAMS, Second Defendant

In pursuance of a judgment granted in the above action the immovable property listed hereunder will be sold in execution on 28 January 2000 at 10:00, at the offices of the Sheriff for the High Court, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg:

Description of property: Sub. 16 of Lot 3185, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent three hundred and seventy (370) square metres, held under Deed of Transfer T28782/96.

Street address: 31 Luxmi Road, Northdale, Pietermaritzburg.

Improvements: Semi attached concrete under asbestos roof dwelling comprising of 3 bedrooms, lounge, kitchen and bathroom.

Zoning: Residential area.

Nothing in the above is guaranteed.

Material conditions of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys, to be furnished to the Sheriff of the High Court, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg during December 1999.

A. K. Essack, Morgan Naidoo & Company, Plaintiff's Attorneys, 311 Pietermaritz Street, Pietermaritzburg. (Ref. Mr M. Naidoo/pm.)

Case No. 6947/93

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

In the matter between OMAR EBRAHIM INVESTMENT TRUST, Plaintiff, and MONASUNDRAM MUDALY, Defendant

In pursuance of a judgment of the Magistrate's Court, Chatsworth dated 18 March 1996 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution by the Sheriff of the Magistrate's Court, Chatsworth, on 25 January 2000 at 10:00, in front of the Magistrate's Court, Chatsworth, to the highest bidder, without reserve:

Property description: Lot 518 (of 362) of Erf 300, Chatsworth, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent three hundred and thirty six (336) square metres.

Physical and postal address: 58 Train Road, Chatsworth.

Improvements: 1 Semi-detached brick under tile roof dwelling comprising of 1 lounge, tiled, 1 diningroom, tiled, 1 kitchen with b.i.c., 3 bedrooms, 2 with b.i.c.'s, 1 toilet, 1 bathroom with shower, front balcony, yard has boundary walls and driveway, concreted.

Nothing is guaranteed in respect of the above.

- 1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
- 2. All bids will be accepted and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale together with the Sheriff's commission.
- 3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys and to be furnished within fourteen (14) days after the date of sale.
- 4. The purchaser shall be liable for the payment of interest to the execution creditor and to the bond holders (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
- 5. The purchaser shall pay the auctioneer's charges of 5% of the first R30 000 of the purchase price, thereafter 3% on the balance subject to a minimum of R260,00 and a maximum of R7 000,00 on the purchase price at the time of the sale.
- 6. Transfer shall be effected by the Attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes or other charges necessary to effect transfer on request by the said attorneys.
 - 7. The full conditions of sale may be inspected at the office of the Sheriff, 12 Oak Avenue, Kharwastan.

Dated at Chatsworth on this 10th day of December 1999.

P. Ramjathan & Associates, 273 Pelican Drive, Bayview, Chatsworth. (Ref. Mr Ramjathan:10073.)

Case No. 3503/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

in the matter between ABSA BANK LIMITED, t/a TRUST BANK, Plaintiff, and LEONARD ERNEST HENZE, 1st Defendant, and LINDA ANN HENZE, 2nd Defendant

In pursuance of a judgment in the abovementioned matter, the immovable property listed hereunder will be sold in execution to the highest bidder without reserve on 28 January 2000 at 10:00, at the Cutty Sark Hotel, Starboard Conference Room, Scottburgh:

Description: Sub. 2 of Lot 591, Scottburgh, situated in the Borough of Scottburgh and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 462 (one thousand four hundred and sixty two) square metres, held by Deed of Transfer T69401/95.

Physical address: 118 Erskine Street, Scottburgh, KwaZulu-Natal.

Improvements: One split level dwelling consisting of: Upper level: Lounge/diningroom combined, kitchen with built in stove, bathroom (consisting of shower, basin), separate toilet, 3 bedrooms with parquet tiles and balcony. Lower level: Flatlet consisting of lounge with open plan kitchen (tiled), one shower with toilet and basin, one small laundry, 2 bedrooms (flatlet has notty pine ceiling throughout). Outbuildings: Double garage, servants' quarters with separate shower, toilet and swimming pool.

Nothing is guaranteed as regards the above.

Full conditions of sale may be inspected at the Sheriff, 67 Williamson Street, Scottburgh.

Dated at Durban on this 13th day of December 1999.

Van Onselen O'Connell Inc., Execution Creditor's Attorneys, 405 Salmon Grove Chambers, 407 Smith Street, Durban. (Ref. N. Backman/LAH/15Y064217.)

Case No. 9454/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and PANAYOTIS LEONTAKIANAKIS. Defendant

In terms of a judgment of the above Honourable Court dated 29 October 1999, a sale in execution will be held on 27 January 2000 at 12:00, on the steps of the High Court, Masonic Grove, Durban, to the highest bidder without reserve:

- 1. Erf 2739, Durban North, Registration Division FU, situated in the Durban Metro-North Central City Council Area, Province of KwaZulu-Natal, in extent one thousand six hundred and forty two (1 642) square metres, held by Deed of Transfer T31715/1996.
- Erf 1676, Durban North, Registration Division FU, situated in the Durban Metro-North Central City Council Area, Province
 of KwaZulu-Natal, in extent forty seven (47) square metres, held by Deed of Transfer T31715/1996.

Physical address: 37 Monteith Place, Durban North.

Improvements: The following information is furnished but not guaranteed: A dwelling consisting of lounge, diningroom, kitchen, 4 bedrooms, 2 bathrooms, laundry, shower and toilet. Cottage consisting of play room, toilet and shower. Verandah, swimming pool, 2 garages and 2 servants' quarters (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office and sales room of the Sheriff of the High Court, Durban North, 15 Milne Street, Durban.

Dated at Durban on this 17th day of December 1999.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, 1st Floor, 21 Aliwal Street. (Ref. Mrs Radford/cm/S0932/331.)

Case No. 13280/99

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

In the matter between FIRST NATIONAL BANK OF S.A. LTD, Plaintiff, and GOVINDASAMY MOODLEY, First Defendant, and INDRANI MOODLEY, Second Defendant

In pursuance of a judgment granted in the above Honourable Court on 9 November 1999, the following immovable property will be sold in execution on 28 January 1999 at 10:00, on the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

A. (a) Lot 332, Rydalvale, situate in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 200 (two hundred) square metres.

The following information is furnished regarding the property but is not guaranteed: A unit situate at 9 Parkvale Close, Rydalvale, Phoenix.

Upon the property is block under asbestos semi-detached duplex comprising of upstairs 3 bedrooms, bathroom and toilet. Downstairs: Kitchen, diningroom and lounge, water and lights facilities.

Material conditions of sale: The purchaser shall pay ten percent (10%) of the purchase price in cash of the time of sale and the balance shall be paid and secured by a bank or building society guarantee approved by the Execution Creditors Attorneys, to be furnished to the Sheriff within fourteen (14) days of the date of the sale. The full conditions of sale can be inspected at the office of the Sheriff, at 12 Groom Street, Verulam, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 21st day of December 1999.

Munga, Ismail & Mahomed, Plaintiff's Attorney, Suite 1303, Perm Corner, 102 Field Street, Durban. (Ref. SI/JC/01 F004 218.)

Case No. 8021/99

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

In the matter between TRANSNET LIMITED, Execution Creditor, and STELLA THOBILE SITHOLE, 1st Execution Debtor, and SIFISO ABNER SITHOLE, 2nd Execution Debtor

In pursuance of a judgment granted at the Magistate's Court on 20 August 1999, in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in Execution to the highest bidder on 2 February 2000 at 10:00, at the front entrance of the Magistrate's Court Building, 22 Chancery Lane, Pinetown:

Description: Erf 727, Nazareth, Registration Division FT, situate in the Inner West City Council area, Province of KwaZulu-Natal, in extent 543 square metres, held under Deed of Transfer No. T17394/98.

Improvements — not guaranteed: Townhouse single level brick under tile dwelling comprising of: Dining room/lounge (combined), kitchen, 2 bedrooms and bathroom with toilet.

Material conditions:

- 1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
- 2. The full conditions of sale may be inspected at the office of the Sheriff of the Court, Pinetown or at our offices.
- 3. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by us and to be furnished to the Court Sheriff within fourteen (14) days after the date of sale.
- 4. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and arrear rates and other necessary charges to effect transfer, upon request by the said attorneys.
- 5. Payment of the Sheriff/auctioneer's fees of five per cent (5%) on the first R30 000,00 and 3% on the balance is payable in cash immediately after the sale.
- 6. Possession and occupation of the property shall, subject to the rights of existing tenants pass to the purchaser upon the sale being effected, from which date all benefits, risks and liabilities in respect of the property shall pass to the purchaser.
 - 7. The improvements on the property are as stated above but no guarantees are given in this regard.
 - 8. The purchaser shall be liable for value added tax on the sale price as well as on the Sheriff's commission.

Dated at Westville this 13th day of December 1999.

Siwendu Ngakane & Partners, Plaintiff's Attorneys, Suite 22, Delmat House, 27/29 Jan Hofmeyr Road, Westville. (Ref. LN/dgTransH73/199.)

Case No. 3695/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between FIRST NATIONAL BANK OF SA LIMITED, Plaintiff, and THOKOZANI ARMSTRONG MKHIZE, Defendant

In pursuance of a judgment of the High Court Durban, dated 13 May 1999 and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff of High Court, Pinetown on 2 February 2000 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, without reserve:

Property description: Lot 336, Klaarwater, situate in the Administrative District of Natal, in extent 449 (four hundred and forty nine) square metres, held under Deed of Transfer No. TL41/97, subject to the conditions therein contained.

Physical address of property: 336 Klaarwater, Pinetown.

Zoning: Special Residential.

Improvements (but nothing is guaranteed): It is a block under asbestos dwelling consisting of: 3 bedrooms, lounge, kitchen, toilet with bathroom and garage.

- 1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
- 2. The purchaser shall pay a deposit of 10% of the purchase price in cash together with auctioneer's commission, in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of the sale.
- 3. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.

- 4. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies, payment of the Value Added Tax and other charges necessary to effect transfer on request by the said attorneys.
- 5. The full conditions of sale may be inspected at the offices of the Sheriff for the High Court, No. 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban this 15th day of December 1999.

Woodhead Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Ref. CSS/LP/15F4541A9.)

NOTICE OF SALES IN EXECUTION

BOE BANK LIMITED, Execution Creditor, will put up for sale the hereinafter mentioned properties, the material conditions of sale being:

- 1. The sale shall without reserve, and the property shall be sold subject to the conditions of sale and voetstoots to the highest bidder.
- 2. The purchaser shall pay 10% of the price plus 5% Sheriff's commission on the conclusion of the sale and the balance plus interest at the Plaintiff's current lending rates on the transfer, to be secured by acceptable guarantees within 14 (fourteen) days of the sale.
- 3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including transfer costs and duties, rates, taxes and other charges within 7 (seven) days of request.
- (a) The undermentioned sales in execution will be held at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on 2 Febuary 2000 at 10:00, and the full conditions of sale may be inspected at the offices of the Sheriff for Pinetown, 62 Caversham Road, Pinetown, prior to the sale:
 - (i) Case No. 10120/98.

Judgment Debtors: ANGUS MCEOIN FORSYTH CAMERON HILSON AND ZANDRA COETZER.

Property: Portion 674 (of 99) of the Farm Waterfall 978, Registration Division FT, situated in the Outer West Local Council Area, Province of KwaZulu-Natal, in extent 2 132 (two thousand one hundred and thirty two) square metres.

Improvements: A single-storey brick and tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, one and a half bathrooms, shower, two w.c.'s, TV-lounge, fitted carpets, novilon flooring, two carports, brick driveway, screen wall and sun deck.

Postal/Street address: 24 Sabi Road, Waterfall, KwaZulu-Natal.

Zoning: Special Residential.

Reference: Mr R. H. Jenkins/dpr/02/N012/720.

(ii) Case No. 16274/99.

Judgment Debtors: EILEEN ELEANOR BRYAN, NO, JENNIFER ANN SHÎRE, NO, ANDRE DUNCAN DE VILLIERS, NO, and PETER HUGH BRYAN, NO.

Property: A unit consisting of:

- (a) Section 3 as shown and more fully described on Sectional Plan SS193/97 in the scheme known as Lake Jasmine in respect of the land and building or buldings situated at Gillitts Entity of which section the floor area, according to the said sectional plan, is 186 (one hundred and eighty-six) square metres in extent; and
- (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Improvements: A simplex consisting of lounge, dining-room, kitchen, three bedrooms, two bathrooms, two w.c.'s, shower, covered verandah and porch, single garage—common property facilities include swimming-pool, gardens, tennis court, recreation room and parking.

Postal/Street address: Unit 22, Lake Jasmine, Ashley Drive (Augusta Country Estate), Gillitts, KwaZulu-Natal.

Zoning: Special Residential.

Reference: Mr R. H. Jenkins/dpr/02/N012/927.

(iii) Case No. 11174/98.

Judgment Debtor: THEMBA DENNIS MKHIZE.

Property: The Defendant's right, title and interest in and to the leasehold over:

Site 276, KwaDabeka E, Registration Division FT, situated in the Inner West City Council Area, Province of KwaZulu-Natal, in extent 332 (three hundred and thirty two) square metres.

Improvements: A single-storey brick under tile dwelling consisting of lounge/dining-room, kitchen, three bedrooms, bathroom, w.c., novilon and grano flooring, fencing, steps and awning.

Postal/Street address: Unit 27, KwaDabeka E.

Zoning: Special Residential.

Reference: Mr R. H. Jenkins/dpr/02/N012/728.

(b) The undermentioned sale in execution will be held at the front entrance to the Magistrate's Court, Moss Street, Verulam, on 28 January 2000 at 10:00 and the full conditions of sale may be inspected at the offices of the Sheriff, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam, prior to the sale:

Case No. 1080/99.

Judgment Debtors: KWAZI THEOBALD CHONCO and NONHLANHLA ROSEPHINE CHONCO

Property: Site 160, KwaMashu P, Registration Division FT, situated in the Durban Entity, Povince of KwaZulu-Natal, in extent 198 (one hundred and ninety eight) square metres.

Improvements: A single-storey concrete block and tiled roof dwelling consisting of: Lounge, dining-room, kitchen, three bedrooms, bathroom, w.c., fitted carpets, grano flooring, block walls, Pergola and paving.

Postal/Street address: Site P160, KwaZulu-Natal.

Zoning: Special Residential.

Reference: Mr R. H. Jenkins/dpr/N012/803.

King & Associates Pinetown, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Ref. Mr R. Jenkins/dpr.)

Case No. 2598/99

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plainiff, and THANDIWE GLENROSE MDLULI, Defendant

In execution of a judgment of the High Court of South Africa (Natal Provincial Division), the following immovable property belonging to the above-named Defendant, will be sold in execution on 28 January 2000 at 11:00, by the Sheriff of the High Court, in front of the Magistrate's Court, Murchison Street, Newcastle, to the highest bidder, without reserve:

Erf 1373, Madadeni F, Registration Division HT, in the Newcastle Transitional Local Council Area, Province of KwaZulu-Natal, in extent 657 square metres.

The following information relating to the property is furnished but not guaranteed in any way:

- 1. The property is situated at 1373 Madadeni, Newcastle, KwaZulu-Natal.
- 2. The property has been improved by the construction thereon of a dwelling consisting of three bedrooms, lounge, kitchen, dining-room, toilet and a bath as well as servants' quarters and garage.
- 3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, KwaZulu-Natal, during normal office hours.

Dated at Pietermaritzburg on this 21st day of December 1999.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P R. J. Dewes/cmo/ N2/R0071/B9.)

Case No. 1909/99

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plainiff, and MVIMBEZELI ZEBLON GCUMISA, First Defendant, and ELIZABETH NONHLANHLA GCUMISA, Second Defendant

In execution of a judgment of the High Court of South Africa (Natal Provincial Division), the following immovable property belonging to the above-named Defendants, will be sold in execution on 28 January 2000 at 11:00, by the Sheriff of the High Court, at Boucher's Farm, estimated 6 km from Cato Ridge on the old Main Road between Cato Ridge and Inchanga (situated between Sandop and Inchanga Country Village), to the highest bidder, without reserve:

Sub. 135 (of 133) of the farm Uitzoek 1104, situated in the Administrative District of Natal, in extent 20,2346 (twenty comma two three four six) hectares.

The following information relating to the property is furnished but not guaranteed in any way:

- 1. The property is situated at Innisfree Farm, Manderston, KwaZulu-Natal.
- 2. The property has been improved by the construction thereon of a dwelling consisting of three bedrooms, living-room, three bathrooms, sun porch and an outbuilding with two garages.
- 3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, KwaZulu-Natal, during normal office hours.

Dated at Pietermaritzburg on this 21st day of December 1999.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P R. J. Dewes/cmo/ N2/S0662/B9.)

Case No. 3032/99

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between ABSA BANK LTD, Plaintiff, and W. M. JAMES, Defendant

Pursuant to an Order of the High Court of South Africa (Natal Provincial Division), Pietermaritzburg, dated 8 Ocober 1999 and writ of execution dated 3 November 1999, the following property will be sold by public auction to the highest bidder on Wednesday, 2 February 2000 at 10:00, at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, KwaZulu-Natal, namely:

Property description:

- (i) Section 3, as shown and more fully described on Sectional Plan SS38/97, in the scheme known as Emerald Hill, in respect of the land and building or buildings situated at New Germany, New Germany Entity, of which section the floor area, according to the said sectional plan is 72 square metres in extent; and
- (ii) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST3246/97.

Physical address: 3 Emerald Hill, 87 Ridge Road, New Germany, KwaZulu-Natal.

Improvements: Sectional title unit under brick and tiled roof: Family room, two bedrooms, kitchen and bathroom (with bath and toilet).

Conditions of sale: The property will be sold to the highest bidder on the conditions laid down in the conditions of sale which may be perused at the offices of the Sheriff, Pinetown, or at the offices of the Plaintiff's Attorneys, Pinetown.

Dated at Pinetown on this 17th day of December 1999.

A. T. Kitching, for Geyser, Liebetrau, Du Toit & Louw Inc., Plaintiff's Attorneys, 7 Greathead Lane, Pinetown. (Ref. ATK/ai/T720.)

Case No. 1787/99

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

In the matter between VRYHEID LOCAL TRANSITIONAL COUNCIL, Execution Creditor, and RYSMIERBULT TRUST, Execution Debtor

Pursuant to a judgment in the above Honourable Court and a warrant of execution dated 9 November 1999, a sale by public auction will be held in front of the Magistrate's Court, Church Street, Vryheid, on Tuesday, 25 January 2000 at 11:00, whereby the following property will be sold to the highest bidder, namely:

Erf 413/03/02, Vryheid, Registration Division HT, Vryheid Transitional Local Council Area, Province of KwaZulu-Natal, in extent 1 773 (one seven seven three) square metres, also better known as 38 South Street, Vryheid, consisting of north facing vacant stand—no improvements.

The conditions of sale which will be read immediately before the sale commences, are lying for inspection at the offices of the Sheriff, Vryheid.

The most important conditions thereof being the following:

Conditions:

1. The property will be sold by the Sheriff, Vryheid, on public auction to the highest bidder, but such sale shall be subject to the conditions stipulated in terms of section 66 (2) of Act No. 32 of 1944, as amended.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest in terms of the judgment, shall be paid by a secured bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within 14 (fourteen) days after the date of sale.

Signed and dated at Vryheid on this 13th day of December 1999.

J. S. Louw, for Cox & Partners, Plaintiff's Attorneys, Standard Bank Building, corner of Market and High Streets, Vryheid.

Case No. 1788/99

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

In the matter between VRYHEID LOCAL TRANSITIONAL COUNCIL, Execution Creditor, and RYSMIERBULT TRUST, Execution Debtor

Pursuant to a judgment in the above Honourable Court and a warrant of execution dated 9 November 1999, a sale by public auction will be held in front of the Magistrate's Court, Church Street, Vryheid, on Tuesday, 25 January 2000 at 11:00, whereby the following property will be sold to the highest bidder, namely:

Erf 227/01, Vryheid, Registration Division HT, Vryheid Transitional Local Council Area, Province of KwaZulu-Natal, in extent 1 190 (one one nine nought) square metres, also better known as 34 Republic Street, Vryheid, consisting of four bedrooms—two having full bathrooms and showers, built in cupboards. Full bathroom, two lounges, dining-room, large kitchen with built-in cupboards, eye level oven and scullery, office, double garage, pool and outside quarters with toilets and showers.

The conditions of sale which will be read immediately before the sale commences, are lying for inspection at the offices of the Sheriff, Vryheid.

The most important conditions thereof being the following:

Conditions:

- 1. The property will be sold by the Sheriff, Vryheid, on public auction to the highest bidder, but such sale shall be subject to the conditions stipulated in terms of section 66 (2) of Act No. 32 of 1944, as amended.
- 2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest in terms of the judgment, shall be paid by a secured bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within 14 (fourteen) days after the date of sale.

Signed and dated at Vryheid on this 13th day of December 1999.

J. S. Louw, for Cox & Partners, Plaintiff's Attorneys, Standard Bank Building, corner of Market and High Streets, Vryheid.

Case No. 1428/99

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

In the matter between VRYHEID LOCAL TRANSITIONAL COUNCIL, Execution Creditor, and S. D. HUMPHRIES, Execution Debtor

Pursuant to a judgment in the above Honourable Court and a warrant of execution dated 15 November 1999, a sale by public auction will be held in front of the Magistrate's Court, Church Street, Vryheid, on Tuesday, 25 January 2000 at 11:00, whereby the following property will be sold to the highest bidder, namely:

Erf 343/03, Vryheid, Registration Division HT, Vryheid Transitional Local Council Area, Province of KwaZulu-Natal, in extent 1 269 (one two six nine) square metres, also better known as 104 Park Street, Vryheid, consisting of west facing house under corrugated iron roof, lounge, dining-room, four bedrooms, two having full bathrooms, toilet and shower, kitchen with built-in cupboards and scullery, double garage, outside quarters and pool, three security gates and precast fence.

The conditions of sale which will be read immediately before the sale commences, are lying for inspection at the offices of the Sheriff, Vryheid.

The most important conditions thereof being the following:

Conditions:

1. The property will be sold by the Sheriff, Vryheid, on public auction to the highest bidder, but such sale shall be subject to the conditions stipulated in terms of section 66 (2) of Act No. 32 of 1944, as amended.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest in terms of the judgment, shall be paid by a secured bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within 14 (fourteen) days after the date of sale.

Signed and dated at Vryheid on this 13th day of December 1999.

J. S. Louw, for Cox & Partners, Plaintiff's Attorneys, Standard Bank Building, corner of Market and High Streets, Vryheid.

Case No. 1790/99

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

In the matter between VRYHEID LOCAL TRANSITIONAL COUNCIL, Execution Creditor, and N. R. SIBISI, Execution Debtor

Pursuant to a judgment in the above Honourable Court and a warrant of execution dated 9 November 1999, a sale by public auction will be held in front of the Magistrate's Court, Church Street, Vryheid, on Tuesday, 25 January 2000 at 11:00, whereby the following property will be sold to the highest bidder, namely:

Erf 1907, Vryheid, Registration Division HT, Vryheid Transitional Local Council Area, Province of KwaZulu-Natal, in extent 927 (nine two seven) square metres.

Also better known as: 24 Klipspringer Street, Vryheid, consisting of east facing house under corrugated iron roof, lounge, dining-room open plan, three bedrooms, no cupboards and full floor carpets, bathroom and toilet and kitchen.

The conditions of sale which will be read immediately before the sale commences, are lying for inspection at the offices of the Sheriff, Vryheid. The most important conditions thereof being the following:

Conditions:

- 1. The property will be sold by the Sheriff, Vryheid, on public auction to the highest bidder, but such sale shall be subject to the conditions stipulated in terms of section 66 (2) of Act No. 32 of 1944, as amended.
- 2. The purchaser shall-pay a deposit of 10% (ten per cent) of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest in terms of the judgment, shall be paid by a secured bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within 14 (fourteen) days after the date of sale.

Signed and dated at Vryheid on this 13th day of December 1999.

J. S. Louw, for Cox & Partners, Plaintiff's Attorneys, Standard Bank Building, corner of Market and High Streets, Vryheid.

Case No. 1775/99

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

In the matter between VRYHEID LOCAL TRANSITIONAL COUNCIL, Execution Creditor, and P. P. PIETERSE, Execution Debtor

Pursuant to a judgment in the above Honourable Court and a warrant of execution dated 9 November 1999, a sale by public auction will be held in front of the Magistrate's Court, Church Street, Vryheid, on Tuesday, 25 January 2000 at 11:00, whereby the following property will be sold to the highest bidder, namely:

Erf 518 RE, Vryheid, Registration Division HT, Vryheid Transitional Local Council Area, Province of KwaZulu-Natal, in extent 1 072 (one thousand and seventy-two) square metres.

Also better known as: 62 Mason Street, Vryheid, consisting of east facing house under corrugated iron roof, lounge, dining-room, three bedrooms with built-in cupboards and full floor carpets, bathroom and toilet, kitchen with built-in cupboards and scullery. Outside quarters: Single garage and precast fence.

The conditions of sale which will be read immediately before the sale commences, are lying for inspection at the offices of the Sheriff, Vryheid. The most important conditions thereof being the following:

Conditions.

- 1. The property will be sold by the Sheriff, Vryheid, on public auction to the highest bidder, but such sale shall be subject to the conditions stipulated in terms of section 66 (2) of Act No. 32 of 1944, as amended.
- 2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest in terms of the judgment, shall be paid by a secured bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within 14 (fourteen) days after the date of sale.

Signed and dated at Vryheid on this 13th day of December 1999.

J. S. Louw, for Cox & Partners, Plaintiff's Attorneys, Standard Bank Building, corner of Market and High Streets, Vryheid.

Case No. 1734/99

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

In the matter between VRYHEID LOCAL TRANSITIONAL COUNCIL, Execution Creditor, and M. G. MDLETSHE, Execution Debtor

Pursuant to a judgment in the above Honourable Court and a warrant of execution dated 9 November 1999, a sale by public auction will be held in front of the Magistrate's Court, Church Street, Vryheid, on Tuesday, 25 January 2000 at 11:00, whereby the following property will be sold to the highest bidder, namely:

Erf 200/06, Vryheid, Registration Division HT, Vryheid Transitional Local Council Area, Province of KwaZulu-Natal, in extent 1 190 (one thousand one hundred and ninety) square metres.

Also better known as: 49 Republic Street, Vryheid, consisting of east facing house under corrugated iron roof, lounge, dining-room, three bedrooms with built-in cupboards and full floor carpets, main bedroom en-suite, bathroom with toilet, kitchen with built-in cupboards, kitchen nook and scullery. Outside quarters: Double garage and precast fence.

The conditions of sale which will be read immediately before the sale commences, are lying for inspection at the offices of the Sheriff, Vryheid. The most important conditions thereof being the following:

Conditions:

- 1. The property will be sold by the Sheriff, Vryheid, on public auction to the highest bidder, but such sale shall be subject to the conditions stipulated in terms of section 66 (2) of Act No. 32 of 1944, as amended.
- 2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest in terms of the judgment, shall be paid by a secured bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within 14 (fourteen) days after the date of sale.

Signed and dated at Vryheid on this 13th day of December 1999.

J. S. Louw, for Cox & Partners, Plaintiff's Attorneys, Standard Bank Building, corner of Market and High Streets, Vryheid.

Case No. 19747/99

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

In the matter between FIRST NATIONAL BANK OF SA LIMITED, Plaintiff, and WAYNE NORMAN McCOSH, First Defendant, and ROY MORRISON McCOSH, Second Defendant

Pursuant to a judgment of the Magistrate's Court for the District of Pietermaritzburg and writ of execution dated 12 October 1999, the following fixed property will be sold on Friday, 28 January 2000 at 11:00, at the Sheriff's Sale Room, Boucher's Farm, Harrison Flats, Camperdown. (Contact Browne Brodie & Fourie, (033) 342-8386 for directions to the Sheriff's Office), to the highest bidder, viz:

Property: "Lot 48, Lynnfield Park, situate in the Ashburton Council Area and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 792 (one thousand seven hundred and ninety two) square metres, held by Wayne Norman McCosh and Roy Morrison McCosh under Deed of Transfer No. T14336/97, and situate at 11 Margaret Avenue, Lynnfield Park.

Description: Single storey residence of plastered brick under tile roof comprising 1 lounge, 1 dining room, 2 bedrooms, 1 kitchen, 1 bathroom, 2 toilets and 1 shower.

The aforesaid information in respect of the property is not guaranteed.

Conditions of sale: The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder and the full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Boucher's Farm, Harrison Flats, Camperdown, or at the offices of Plaintiff's Attorneys, Brown Brodie and Fourie, 219 Berg Street, Pietemaritzburg, 3201.

Brown Brodie and Fourie, Plaintiff's Attorneys, 219 Berg Street, Pietemaritzburg, 3201. (Ref. C. Marx/Suraya Naidoo/F050/043.)

Case No. 2483/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and CYRIL BONGANI ZWANE, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the front entrance to the Magistrate's Court, Moss Street, at 10:00, on Friday, 28 January 2000:

Property description: Site No: E1636, situated in the Township of Ntuzuma, District of Ntuzuma, in extent 450 (four hundred and fifty) square metres, held under Deed of Grant No: T007050/1996, dated 18 July 1996, endorsed TG8584/1996 KZ, dated 4 September 1996, or transfer to present owner, and presented and described on General Plan No: 400/1989, subject to the conditions contained therein and especially subject to reservation of mineral rights in favour of the KwaZulu Natal Provincial Administration.

Physical address: E1636, Ntuzuma Township, Natal.

Zoning: Special Residential.

The property consists of the following: Single storey block under tile roof dwelling, comprising 2 bedrooms, 1 living room, 1 kitchen, 1 shower and 1 wc.

Nothing in this regard is guaranteed.

- 1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
- 2. The purchaser shall pay a deposit of 10% (ten percent) of the purchase price and 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 14 (fourteen) days after the date of 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 transfer dues, including transfer duty, current and/or 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 may be inspected at the offices of the Sheriff of the High Court, Sheriff Inanda Area 1, 2 Mountview Shopping Centre, cnr Inanda and Jacaranda Roads, Verulam.

Dated at Durban on this 15th day of October 1999.

S. D. Moloi, for S. D. Moloi & Associates, Plaintiff's Attorneys, Suites 1111–1118, 11th Floor, Tower "C", Salisbury Centre, 349 West Street, Durban, 4000. (Ref. SDM/pbm/F99-042.)

Case No. 5965/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and DUDUZILE PRIMROSE NXUMALO, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at Maritime House, 8th Floor, 1 Salmon Grove, Durban, at 10:00, on Thursday, 27 January 2000:

Property description: Lot 2212, Lamontville, Administrative District of Natal, in extent 941 (nine hundred and forty one) square metres, held under Certificate of Registered Grant of Leasehold TL597/88, subject to the conditions therein contained.

Physical address: 5343 Misamang Road, Lamontville.

Zoning: Special Residential.

The property consists of the following: Single storey block under tile roof dwelling, comprising 3 bedrooms, 1 living room, 1 dining room, 1 bathroom and 1 kitchen.

Nothing in this regard is guaranteed.

- 1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
- 2. The purchaser shall pay a deposit of 10% (ten percent) of the purchase price and 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 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
- 3. Transfer shall be effected by the attorney for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or 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 may be inspected at the offices of the Sheriff of the High Court, 101 Lejaton, 40 George's Street, Durban.

Dated at Durban on this 8th day of December 1999.

S. D. Moloi, for S. D. Moloi & Associates, Plaintiff's Attorneys, Suites 1111–1118, 11th Floor, Tower "C", Salisbury Centre, 349 West Street, Durban, 4000. (Ref. SDM/pbm/F98-148.)

Case No. 1404/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and VUSUMUZI JOSHUA NZUZA, 1st Defendant, and BERNADETTE PHUMAPHI NZUZA, 2nd Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the "Cutty Sark Hotel, Starboard Conference Room, Scottburgh", at 10:00, on Friday, 28 January 2000:

Property description: Lot 1726, Craigieburn, situated in the Development Area of Craigieburn Administrative District of Natal, Province of KwaZulu Natal, in extent 1 012 (one thousand and twelve) square metres, held under Deed of Transfer No. T16104/93, subject to the terms and conditions therein contained.

Physical address: 33 Hillary Road, Naidooville Township, Umkomaas, Natal.

Zoning: Special Residential.

The property consists of the following: Single storey block under tile roof dwelling, comprising 2 living rooms, 5 bedrooms, 3 bathrooms and kitchen.

Nothing in this regard is guaranteed.

- 1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
- 2. The purchaser shall pay a deposit of 10% (ten percent) of the purchase price and 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 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
- 3. Transfer shall be effected by the attorney for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or 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 may be inspected at the offices of the Sheriff of the High Court, 67 Williamson Street, Scottburgh.

Dated at Durban on this 14th day of December 1999.

S. D. Moloi, for S. D. Moloi & Associates, Plaintiff's Attorneys, Suites 1111–1118, 11th Floor, Tower "C", Salisbury Centre, 349 West Street, Durban, 4000. (Ref. SDM/pbm/F99-022.)

Case No. 4548/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and SOMLALL MAHARAJ, First Defendant, and DEVIKA MAHARAJ, Second Defendant

In pursuance of a judgment granted on 3 November 1998 in the High Court of South Africa (Durban and Coast Local Division) under a writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder on 25 January 2000 at 10:00, at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth:

Description of property: Portion 132 of Erf 112, Chatsworth, Registration Division FT, in the Durban Entity, Province of KwaZulu-Natal, in extent two hundred and seventy six (276) square metres, held by Deed of Transfer No. T9793/1997.

Physical address: 87 Astral Drive, Woodhurst, Chatsworth, Durban, KwaZulu-Natal.

Improvements: Semi-detached double storey block under tile roof dwelling comprising of: 3 bedrooms, 1 lounge, 1 kitchen, 1 toilet and 1 bathroom.

Zoning: Special Residential.

Nothing in the above is guaranteed.

- 1. The purchaser shall require to pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.
- 2. The full conditions of the sale may be inspected at the offices of the Sheriff of the High Court, Chatsworth, 7 Highway Place, Mobeni Heights, Chatsworth.

Dated at Chatsworth on this 15th day of December 1999.

M. Y. Baig, for M. Y. Baig & Company, Plaintiff's Attorneys, Suites 19/20, Croftdene Mall, Croftdene Drive, Chatsworth. (Ref. Mrs John/04 6144 081.) [Tel. (031) 401-0031.]

Case No. 6041/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between BOE BANK LIMITED (Reg. No. 51/00847/06), Plaintiff, and TERENCE DEVARAJ, First Defendant, and SOHANA DEVARAJ, Second Defendant

In pursuance of a judgment granted on 30 July 1999 in the High Court of South Africa (Durban and Coast Local Division) under a writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder on 25 January 2000 at 10:00, at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth:

Description of property: Portion 1110 (of 985) of Erf 107, Chatsworth, Registration Division FT, in the Durban Entity, Province of KwaZulu-Natal, in extent two hundred and twenty (220) square metres, held by Deed of Transfer No. T21313/1998.

Physical address: 30 Road 733, Montford, Chatsworth, Durban, KwaZulu-Natal.

Improvements: Semi detached double storey block under asbestos roof dwelling comprising of: 3 bedrooms, 1 lounge-tiled, 1 kitchen with built-in-units and tiled, 1 toilet, 1 bathroom, brick/face brick boundary walls, driveway tarred and stairway tiled. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots".)

Zoning: Special Residential (the accuracy hereof is not guaranteed)/

- 1. The purchaser shall require to pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.
- 2. The full conditions of the sale may be inspected at the offices of the Sheriff of the High Court, Chatsworth, 7 Highway Place, Mobeni Heights, Chatsworth.

Dated at Chatsworth on this 15th day of December 1999.

M. Y. Baig, for M. Y. Baig & Company, Plaintiff's Attorneys, Suites 19/20, Croftdene Mall, Croftdene Drive, Chatsworth. (Ref. Mrs John/04 5411 174.) [Tel. (031) 401-0031.]

Case No. 3812/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between FIRST NATIONAL BANK OF SA LTD, Plaintiff, and VUSI PATRICK KHOMO, Defendant

In pursuance of a judgment of the High Court Durban, dated 10 November 1999 and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff of the High Court, Durban South, on 3 February 2000 at 10:00, at Eighth Floor, Maritime House, 1 Salmon Grove, Durban, without reserve:

Property description: All the rights of leasehold in respect of Lot 3039, Lamontville, situated in the City of Durban, Administrative District of Natal, in extent 480 (four hundred and eighty) square metres, held under Certificate of Registered Grant of Leasehold TL780/94, subject to the conditions therein contained.

Physical address of property: 3039 Lamontville, P.O. Lamontville.

Zoning: Special Residential.

Improvements (but nothing is guaranteed): It is a single-storey brick under tile dwelling comprising two bedrooms, kitchen, lounge, bathroom and toilet.

- The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
- 2. The purchaser shall pay a deposit of 10% of the purchase price in cash together with auctioneer's commission, in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of the sale.

- 3. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
- 4. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies, payment of the value-added tax and other charges necessary to effect transfer on request by the said attorneys.
- The full conditions of sale may be inspected at the offices of the Sheriff for the High Court, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban this 14th day of December 1999.

Woodhead Bigby & Irving, Plaintiff's Attorney, 650 Mansion House, 12 Field Street, Durban. (Ref. CSS/LP/15F4600A9.)

Case No. 7379/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and DUDUZA NICHOLAS KWEYAMA, Defendant

In pursunce of a judgment granted in the High Court, the property listed hereunder will be sold in execution on 26 Jauary 2000 at 10:00 at the South entrance to the Magistrate's Court, Umlazi:

Description of properties: Ownership Unit Q1249, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 590 (five hundred and ninety) square metres, held under Deed of Grant G002523/89.

Improvements: Dwelling-house consisting of tiled roof, three bedrooms, dining-room, bathroom and kitchen with electricity.

Address: Q1249 Umlazi. Nothing in the above is guaranteed.

Zoning: Residential.

The full conditions of sale may be inspected at the Sheriff's Office, V 1030, Room 4, Umlazi.

Dated at Durban on this 13th day of December 1999.

A. Christopher Inc., Plaintiff's Attorneys, Sixth Floor, Permanent Building, 343 Smith Street, Bay Passage Entrance, Durban. (Ref. Mr Pillay/sg/K10.)

Case No. 41132/99

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

In the matter between ABSA BANK LIMITED (No. 86/04794/06), Execution Creditor, and Mr SHAUN ERNEST AVENALL, Execution Debtor

In terms of a judgment of the above Honourable Court dated 16 November 1999, a sale in execution will be Iheld on Thursday, 27 January 2000 at 10:00, at Maritime House, Eighth Floor, 1 Salmon Grove, Durban, to the highest bidder without reserve:

- (a) Section 7 as shown and more fully described on Sectional Plan SS110/1980, in the scheme known as Calida, in respect of the land and building or buildings situated at Berea, Local Authority of Durban, of which section the floor area, according to the said sectional plan, is 36 (thirty-six) square metres in extent; and
- (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan;

Physical address: 7 Calida Court, 14 Cato Road, Glenwood.

The following information is furnished but not guaranteed: Brick under tile batchelor unit consisting of entrance hall, living area, kitchen and bath/toilet. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.)

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff for the Magistrate's Court, 801 Maritime House, Salmon Grove, Durban, or at our offices.

Dated at Durban this 14th day of December 1999.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. (Docex 71.) [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/2159/Mrs Chetty.)

Case No. 1147/97

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter beween ABSA BANK LIMITED (No. 86/04794/06), Plaintiff, and Mr ANTHONY SIMON CHARLES, First Defendant, Mrs CYNTHIA DOLORES CHARLES, Second Defendant, Mr ERNEST JOHN ARENDSE, Third Defendant, and Mrs CELESTA BRIDGETT ARENDSE, Fourth Defendant

In terms of a judgment of the above Honourable Court dated 4 August 1997, a sale in execution will be held on Thursday, 27 January 2000 at 10:00, at Eighth Floor, Maritime House, 1 Salmon Grove, Durban, to the highest bidder without reserve:

Sub. 6 of Lot 185, Bellair, situated in the City of Durban, Administrative District of Natal, measuring 934 (nine hundred and thirty-four) square metres, now known as Portion 6 of Erf 185, Bellair, Registration Division FT, situated in the City of Durban, Province of KwaZulu-Natal, measuring 934 (nine hundred and thirty-four) square metres, by virtue of Deed of Transfer T33741/93.

Physical address: 1132 Sarnia Road, Bellair.

The following information is furnished but not guaranteed: Brick under tile dwelling consisting of entrance hall, lounge, dining-room, family room, four bedrooms, kitchen, bath/shower, toilet and outbuilding consisting of single garage.

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff of the High Court, 801 Maritime House, Salmon Grove, Durban.

Dated at Durban on this 17th day of December 1999.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. (Docex 71.) [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/1186/Ms Chetty.)

Case No. 2911/99

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

In the matter beween ABSA BANK LIMITED (No. 86/04794/06), Execution Creditor, and Mr THULASEE MAHADOO, First Execution Debtor, and Mrs BHAGWATHY MAHADOO, Second Execution Debtor

In terms of a judgment of the above Honourable Court dated 30 April 1999, a sale in execution will be held on Wednesday, 2 February 2000 at 10:00, at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder without reserve:

Lot 5101, Pinetown (Extension 54), situated in the Borough of Pinetown, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 943 (nine hundred and forty-three) square metres, now known as Erf 5101, Pinetown (Extension 54), Registration Division FT, situated in the Inner West City Council Area, Province of KwaZulu-Natal, in extent 943 (nine hundred and forty-three) square metres.

Physical address: 44 Mamaya Street, Pinetown Extension 54.

The following information is furnished but not guaranteed: Brick under cement dwelling consisting of three bedrooms, lounge, dining-room, kitchen, scullery, two bathrooms, separate toilet and garage.

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff for the Magistrate's Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, 3610, or at our offices.

Dated at Durban on this 14th day of December 1999.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. (Docex 71.) [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/1881/Mrs Chetty.)

Case No. 2153/99

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and JAN JAKOBUS JANSEN, First Defendant, and ELLA JANSEN. Second Defendant

In pursuance of a judgment in the High Court of South Africa (Natal Provincial Division) on 26 July 1999, the following immovable property will be sold in execution on 28 January 2000 at 10:15, at 12 Campbell Road, Howick, KwaZulu-Natal, to the highest bidder:

Portion 1 of Lot 86, Merrivale, Registration Division FT, situated in the Howick Transitional Local Council Area, Province of KwaZulu-Natal, in extent 2 024 square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is physically situated at 4 Collier Road, Merrivale, KwaZulu-Natal, and the property consists of land improved by brick under iron double storey dwelling, lounge, dining-room, family room, four bedrooms, kitchen, two bathrooms with water-closet, water-closet and double garage.

Material conditions of sale: The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the High Court, Howick, KwaZulu-Natal, within 14 (fourteen) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the High Court, Howick, KwaZulu-Natal, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 23rd day of December 1999.

Lynn & Berrangé Attorneys, Suite 1, Protea House, 187 Berg Street, Pietermaritzburg. (Ref. AKW/cg/49-121.)

Case No. 26067/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and GOOLAM SHEIK, First Defendant, and NODENE ESTHER SHEIK, Second Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 16 November 1999, the following immovable property will be sold in execution on 28 January 2000 at Sheriff's Saleroom, 277 Berg Street, Pietermaritzburg, KwaZulu-Natal at 11:00, to the highest bidder:

Sub 20 of Lot 1894, Pietermaritzburg, situate in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 596 square metres.

The following information is furnishd regarding the property, but is not guaranteed:

The property is physically situated at 39 Winston Road, Pietermaritzburg, KwaZulu-Natal, and the property consits of land improved by:

Brick under iron roof, lounge, diningroom, kitchen, 3 bedrooms, bathroom with water closet and laundry.

Outbuildings: Utility room and water closet.

Material conditions of sale: The purchaser shall pay 10% (ten percentum) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, KwaZulu-Natal, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, Pietermaritzburg, KwaZulu-Natal, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this the 20th day of December 1999.

Lynn & Berrangé Attorneys, Suite No. 1, Protea House, 187 Berg Street, Pietermaritzburg. (Ref. AKW/cg/49-205.)

Case No. 230/99

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

In the matter between ESTCOURT WEMBEZI TLC, Execution Creditor, and A. MATABADAL, First Execution Debtor, and R. MATABADAL, Second Execution Debtor

Pursuant to a warrant of execution dated 16 August 1999, the following property will be sold in execution by the Sheriff of the Court, Estcourt, Natal at 10:00 on Monday, 14 February 2000 in front of Magistrate's Court, Estcourt:

A vacant lot (Erf 1567) (Extension No. 13), Registration Division FS, situated in the Estcourt / Wembezi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, measuring twenty four thousand one hundred and sixty one square metres, situated at 249 Loskop Road, Estcourt, held under Deed of Transfer No. T21404/1994.

Material conditions:

- 1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act (Act 32 of 1944), as amended, and Rules made thereunder.
 - 2. The purchaser shall pay the full purchase price immediately after the sale in cash or by bank guaranteed cheque.
- 3. The full conditions may be inspected at the office of the Sheriff of the Court, 54 Richmond Road, Estcourt and the Magistrate's Court, Estcourt.

Dated at Estcourt on this the 13th day of December 1999.

Rashid Patel & Company, Execution Creditors Attorney, 19 Drummond Road, P.O. Box 849, Estcourt, 3310.

Case No. 221/97

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

In the matter between KWAZULU FINANCE AND INVESTMENT CORPORATION LIMITED, Plaintiff, and SONTA ORIGEN CHRISTOPHER NGCOBO, Defendant

In pursuance of a judgment granted on 30 January 1998 in the Magistrate's Court for the District of Umbumbulu, held at Umbumbulu, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on 21 January 2000 at 10:00, at the east entrance of the Magistrate's Court, Umbumbulu:

Description: 10 Amagcino Tribal Ward, in extent 1 500 (one thousand five hundred) square metres.

Street address: 10 Amagcino Tribe.

Improvements: All and every right, title and interest, claim and demand of the within named Judgment Debtor in and to a certain permission to occupy certificate (permission to occupy Reference Number "Amagcino 10"), issued by the Magistrate for the KwaZulu Government, Umbumbulu, on 17 July 1991 (endorsed on 17 July 1991), to occupy a residential allotment, being in extent of 1 500 square metres, situated in the Amagcino Tribal Ward, District of Umbumbulu, and known as 10 Amagcino, including all improvements hereon. The Judgment Debtor being of the one part and the Magistrate, Umbumbulu, of the other part in and to the said permission to occupy Certificate Number Amagcino 10 issued at Umbumbulu on 17 July 1991.

Zoning: Special Residential (nothing guaranteed).

The sale shall be for rands and no bids of less than R100 (one hundred rand) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.

- 1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within 14 (fourteen) days after the sale.
- 2. The purchaser shall be liable for payment of interest at the rate of 20% per annum to the Bondholder, KwaZulu Finance and Investment Corporation Limited, on the amount outstanding by the Execution Debtor to the Execution Creditor as at the date of sale or the purchase price whichever is the lesser, calculated from the date of sale to the date of transfer, both days inclusive.
- 3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.
 - 4. The property and the improvements thereon are sold voetstoots and without any warranties.
- 5. The full conditions of sale may be inspected at the office of the Sheriff Office, Umbumbulu, Lot 9, Umbumbulu (Tel. 915-0037).

Dated at Durban on this 14th day of December 1999.

Livingston Leandy Incorporated, Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr Ngidi.)

Case No. 25873/99

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

In the matter between FIRSTRAND BANK LIMITED, Execution Creditor, and DHARAMRAJ BINDESSARI, First Execution Debtor, and MORGANAIGI BINDESSARI, Second Execution Debtor

In pursuance of a judgment granted on 2 November 1999, in the Magistrate's Court, Pietermaritzburg, and under writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 28 January 2000 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg:

Description: Portion 109 of Erf 3185, Pietermaritzburg, Registration Division FT, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 359 square metres.

Postal address: 24 Alwar Square, Northdale, Pietermaritzburg, KwaZulu-Natal.

The property consists of a single-storey dwelling with lounge, kitchen, two bedrooms, shower and toilet.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder and the full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg on this 22nd day of December 1999.

G. J. Campbell, for Stowell & Co., Plaintiff's Attorneys, 295 Pietermaritz Street, Pietermaritzburg.

Case No. 25289/99

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

In the matter between FIRSTRAND BANK LIMITED, Execution Creditor, and BIZIWE EMMA DUBE, Execution Debtor

In pursuance of a judgment granted on 2 November 1999, in the Magistrate's Court, Pietermaritzburg, and under writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 28 January 2000 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg:

Description: Portion 71 (of 14) of Erf 363, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 858 square metres.

Postal address: 11 Ted Road, Fairmeade, Pietermaritzburg, KwaZulu-Natal.

The property consists of a single-storey dwelling with lounge, dining-room, kitchen, three bedrooms, bathroom, shower and toilet and outbuildings consisting of garage, servants' quarters, toilet and shower.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder and the full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg on this 22nd day of December 1999.

G. J. Campbell, for Stowell & Co., Plaintiff's Attorneys, 295 Pietermaritz Street, Pietermaritzburg.

Case No. 557/99

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

In the matter between ITHALA DEVELOPMENT AND FINANCE CORPORATION LIMITED, Execution Creditor, and ZOLILE DYOSI, Execution Debtor

Sale in execution in pursuance of judgment in the Magistrate's Court for the District of Umlazi, held at Umlazi, in the above-mentioned case, and by virtue of writ of execution issued thereon, the immovable property listed hereunder will be sold by public auction to the highest bidder on Wednesday, 26 January 2000 at 10:00, at the south entrance to the Magistrate's Court, Umlazi:

Description: A certain piece of land being Site 272, Umlazi Y, Registration Division FT, situated in the Inner West City Council Area, Province of KwaZulu-Natal, in extent 502 square metres, represented and described on General Plan GG1010/93, held by Deed of Grant TG 1051/94 (KZ).

Improvements: The property has been improved by the erection of a dwelling-house thereon consisting of building under asbestos with two bedrooms, bathroom, kitchen and dining-room. Municipal electricity, water supply and sanitation authority.

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

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

The full conditions may be inspected at the offices of the Sheriff, Umlazi, or at the offices of Makhanya & Mvambo.

Dated at Durban on this 14th day of December 1999.

To: The Sheriff, Magistrate's Court, Umlazi.

Makhanya & Mvambo Attorneys, Creditor's Attorneys, 1204 Denor House, corner of Smith and Field Streets, Durban, 4001. [Ref. COLL.-024-D(TPK/ra).]

Case No. 8273/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between FIRSTRAND BANK OF SA LIMITED (formerly known as FIRST NATIONAL BANK OF SA LIMITED), Plaintiff, and WILLIAM RONALD COOTE, First Defendant, and MARENE DULCIE COOTE, Second Defendant

In pursuance of a judgment of the High Court, Durban, dated 16 November 1999, and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff of the High Court, Durban North, on 3 February 2000 at 12:00, on the steps of the High Court, Masonic Grove, Durban, without reserve:

Property description: Remainder of Sub. 2 of Lot 404, Duiker Fontein, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, measuring nine hundred and ninety-four (994) square metres, held under Deed of Transfer T24619/87, subject to the conditions therein contained.

Physical address of property: 172 Haig Road, Red Hill, Durban.

Zoning: Special Residential.

Improvements (but nothing is guaranteed): It is a single-storey dwelling under tile roof consisting of three bedrooms, kitchen, lounge, family room, dining-room, bathroom, toilet, shower, servant's room with toilet and shower and garage.

- 1. The sale shall be subject to the terms and conditions of the High Courts Act and the Rules made thereunder.
- 2. The purchaser shall pay a deposit of 10% of the purchase price in cash together with auctioneer's commission, in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of the sale.
- 3. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any), from date of sale to date of registration of transfer, as set out in the conditions of sale.
- 4. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs, including arrear and current rates, sewerage connection costs (if any), taxes, levies, payment of the value-added tax and other charges necessary to effect transfer on request by the said attorneys.
- 5. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Durban North, 15 Milne Street, Durban.

Dated at Durban this 29th day of December 1999.

Woodhead Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Ref. CSS/LP/15F4632A9.)

Case No. 455/98

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

In the matter between ERNEST MLUMENI SHOBA, Plaintiff, and NHLANHLAYAKHE MDABE, Defendant

In execution of a judgment of the Magistrate's Court for the District of Umlazi, in the above matter, a sale will be held at the front steps, Magistrate's Court, Empangeni, on 27 January 2000 at 11:00, of the undermentioned property of the Execution Debtor:

Site A339, in extent 846 (eight hundred and forty-six) square metres, as shown on General Plan BA86/1971, situated in the Township of Nseleni, District of Enseleni.

Dated at Durban this 6th day of January 2000.

To: The Clerk of the Civil Court, Magistrate's Court, Umlazi.

And to: The Sheriff, Empangeni.

H. T. N. Gumede & Company, Attorneys for Judgment Creditor, 207 Queen City, 54 Queen Street, Durban. (Ref. VMM/nsn/D165.)

Case No. 9480/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE TOWN TREASURER OF THE PENNINGTON TRANSITIONAL LOCAL COUNCIL, Execution Creditor, and P. D. ABRAMS AND 8 OTHERS, Defendants

In pursuance of a Judgment of the High Court dated 1 July 1999, the immovable properties as reflected in Annexure A hereto will be sold in execution on 28 January 2000 at 10:00 in the Cutty Sark Hotel, Starboard Conference Room, Scottburgh, to the highest bidder by the Sheriff of Scottburgh.

- 1. The purchaser in each case shall pay a deposit of 10% of the purchase price, and the auctioneer's charges in cash or by bank-guaranteed cheque at the time of the sale.
- The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of sale.
- 3. Each purchaser shall be liable for payment of interest at the rate of 24% per annum to the Execution Creditor on the amount of the award to the Execution Creditor in the distribution plan from the date of sale to date of transfer, both days inclusive.

- 4. Transfer to each purchaser shall be effected by the attorneys for the Execution Creditor and the purchaser shall, on request by the said attorneys, pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and any other charges necessary to effect transfer.
- 5. (a) The properties are sold voetstoots and no representations or warranties as to the description, extent zoning or improvement are given or made, and no liability shall attach to the Sheriff or the Execution Creditor in that regard.
 - (b) The description, nature, extent, condition and existence of outbuildings of improvements are not guaranteed.
- (c) Prospective purchasers should check with the City Engineer regarding any restrictions which may attach to the usage of a property under any Town-planning Scheme, Bylaw or other regulation. No liability shall attach to the Execution Creditor or the Sheriff in this regard and no representations, express or implied, are made as to the uses to which any property may be put.
- 6. The full conditions of sale may be inspected at the offices of the undermentioned Sheriff: Scottburgh, 67 Williamson Street, Scottburgh.

Dated at Durban on this 30th day of November 1999.

Andrew Peens & Associates, Execution Creditor's Attorneys, 750 Mansion House, 12 Field Street, Durban. (Ref. Mr A. Peens/DM/P.234.)

ANNEXURE A

Owners: P. D. Abrams & 8 Others.

Description:

- 1. Remainder of the Farm Ocean View 6234, Registration Division ET, situated in the Southern Natal Joint Services Board Area, Province of KwaZulu-Natal, in extent 24,3146 hectares;
- 2. Remainder of the Farm Abrams 14380, Registration Division ET, situated in the Southern Natal Joint Services Board Area, Province of KwaZulu-Natal, in extent 102,1386 hectares.

Address: Farm Abrams, Pennington.

Zoning: Split.

Improvements: As per Annexure.

ANNEXURE B

CARAVAN PARK-OCEAN VIEW

One caravan park consisting: One office with reception; and seperate office; one mana office with two offices with adjoining under cover shed; one large tool shed containing two small stone rooms and walk in freezer; one laundry consisting two open rooms with six double basins; one brick structure consisting 5 servants quarters; one servants ablution block consisting 2 showers and 2 toilets; one brick structure consisting 4 servants' quarters; one baby and childrens bathroom consisting: one bath, one shower handwash basin, 2 toilets and two outer double basins. One ladies ablution consisting 3 baths, 2 showers, 4 basins, 6 toilets and foot basin with tap. One mens ablution consisting 6 toilets, one urinal, 4 showers, one bath, 4 basins, adjoining separate store-room.

One plet stand with outer tiled breakfast nook with 3 railway sleeper chairs and railway sleeper table with 4 chairs (cemented into ground) and outer basin, braai.

One plet stand (Strydom) with brick and tile outer breakfastnook with 3 brick and tile chairs and basin.

One plet stand (Stevens) with brick room and built in basin with separate braai (the plet has an adjoining pressed wood structure).

One plet stand with adjoining pressed wood structure; one ablution block consisting one mens toilet with shower and one ladies toilet with shower and outer double basin.

One manager's cottage consisting: (verandah with built railway sleeper table and benches, one lounge with built in bar, one dining-room; one kitchenette; one incomplete kitchen, three bedrooms, main has bic's), one games room with 2 adjoining toilets and handwash basin.

INDIAN DWELLINGS

Mrs S. Govender: One dwelling of brick and cement under asbestos, consisting, one lounge, kitchen, passage, 2 bedrooms and bathroom with toilet.

Dwelling No. 50: Brick and cement under asbestos, consisting 3 bedrooms, lounge with outside toilet and shower.

Prtly constructed dwelling of blocks and cement without roof.

Moodley: Dwelling of blocks and cement under tiles consisting: One lounge, kitchen, passage, bathroom, separate toilet and three bedrooms.

KELSO SUPPLY STORE

One shop of brick and cement under asbestos consisting 2 rooms, one office, one part constructed walk in coolerroom with one zink constructed cooler attached to the back of the shop.

Mr Dodd: Dwelling of brick and cement under asbestos consisting: Lower level She toilet and washbasin, one bedroom, lounge, with a little store-room. Upper level consists: Kitchen, open plan dining-room, lounge and bar, three bedrooms, toilet, bathroom with bath and washbasin. Outer building: Double carport of stones and cement under asbestos attached to split level double garage constructed of brick and cement under asbestos with upper level consisting of 2 garages with store-room and lower level co consists of one store-room. Second outer building: 1 bedroom, separate toilet and shower.

KELSO

No. 2—Mama's Restaurant: One dwelling prefab under zink consisting: 5 bedrooms, 2 full bathrooms, shower, 2 toilets, kitchen, lounge, dining-room enclosed stoop.

Outbuildings: Single garage, servants quarters with toilet and shower and carport for two cars.

KELSO: No. 14: Prefab dwelling.

MR JOHNSTONE

No. 12: Dwelling of prefab under zink consisting: Open plan lounge, dining-room, kitchen, pantry, 3 bedrooms, 2 bathrooms (one with dressing room, one linenroom.)

Outbuilding: Prefab under zink, double garage, servants' quarters.

Mr C. C. WHITE

No. 9: Prefab dwelling under zink consisting: Open plan lounge and dining-room, kitchen, 4 bedrooms, passage, 2 bathrooms, one shower with handwashbasin and seperate toilet. Prefab outerbuilding consisting: Double garage with toilet.

No. 6: Prefab building

MR VISSER-No. 23

Prefab dwelling under zink consisting, lounge, kitchen, shower and toilet and one bedroom.

MR MAYYATI-No. 4

Prefab dwelling under zink consisting: Open plan lounge, kitchen, 4 bedrooms, one bathroom with bath and toilet and second bathroom with shower and toilet with double carport att.

INDIAN RESIDENTS

House No. 8: Govender: Kitchen, 3 bedrooms, 1 bathroom with toilet, lounge and dining-room.

House No. 70: Viraji: Lounge, dining-room, kitchen, 1 bathroom with toilet and 2 bedrooms.

Govender's house: Kitchen, 2 bedrooms, prayer room, store-room, lounge, bathroom and toilet.

Ramsamy's house: Lounge, 2 bedrooms, bathroom + toilet and kitchen.

Govender's House 67: Prefab house.

Kani's house: 3 lounge, dining-room, kitchen, 2 bedrooms, TV room, bathroom and toilet and store-room.

Pillays House 1-lounge, dining-room, kitchen, 3 bedrooms, bathroom + toilet, double garage + carport.

Pillays House 2—lounge, 2 bedrooms, kitchen, bathroom and toilet.

Pillays House 3-2 bedrooms, kitchen, bathroom + toilet and lounge.

KELSO

Kelso Liquor Store: 3 storage rooms, cold room, main room.

House Kelso: Lounge, living-room room, dining-room, kitchen, 2 bedrooms, veranda in front.

Papas Dog Box: Main room (upper level) with veranda.

Mama's tearoom: Kitchen, dining-room, 2 bathrooms + toilets, 1 single toilet and shower, kitchen/store-room, 4 bedrooms, reception room and veranda.

No. 11 Loerie: 4 bedrooms, 2 bathrooms + 1 shower, open plan kitchen, lounge, double garage (all prefab).

No. 10 Loerie-tripple garage, kitchen, lounge, dining-room, 3 bedrooms, bathroom + toilet.

No. 18 Loerie: 1 dwelling with 2 outbuildings.

Loerie: 2 bedrooms, 1 bathroom with toilet, shower with toilet, kitchen and lounge.

No. 24 Loerie-lounge, dining-room, 6 bedrooms, 2 bathrooms + toilets, kitchen, scullery.

No. 3 Loerie: 4 bedrooms, 4 bathrooms, swimming-pool, living-room, ironing room, pa and double garage.

Hadida Road No. 25: Prefab dwelling, kitchen, pantry, open plan lounge, dining-room, 4 bedrooms, bathroom (bath, toilet and handbasin), bathroom with shower, bath, handbasin and toilet. One stoep.

Hadida No. 28: 4 bedrooms, 1 ensuite, bath, shower, handbasin, toilet, 2 passages, open lounge, dining-room, kitchen, double garage.

Hadida No. 29: (Mr P. Visser): 4 bedrooms, bathroom, open plan lounge, kitchen, double carport, double garage and servants' quarters.

Hadida No. 19 + 18 (Mr Douglas Sumpton): 18. Openplan lounge, dining-room, kitchen, 2 bedrooms, shower, handbasin and toilet, servants toilet. Outbuilding: Bedroom, bathroom, hb toilet and bath.

No. 19: Open plan kitchen, dining-room, lounge, built in bar, passage, shower, toilet h main on suite, 1 bedroom, bedroom with on suite, bathroom bath HB and toilet.

Hadida No. 32 (Mr R. Sumpton): Dwelling of cement and fibreglass under lbr consisting 3 bedrooms, full bathroom, open plan kitchen, dining-room and lounge enclosed stoop as poolroom. Outer building: Prefab under corrugated iron consisting: 2 bedroom shower, toilet HB, openplan kitchen and lounge under construction.

House 34: Weaver: Sewing room, lounge, kitchen, sunroom, 2 bathrooms, and double garage.

House 33: Weaver: Spareroom, washingroom, entrance hall, kitchen, 3 bedrooms, 1 bathroom, lounge, dining-room, porch.

Living Rivers Family Church: 1 Main room, store-room, kitchen, children's room and 3 toilets.

Heron Road 41: Building 1: 3 bedrooms, 2 bathrooms, kitchen, lounge 6 living-rooms. Building 2—kitchen, lounge, dining-room, 1 bathroom + toilet & 2 bedrooms. Building 3: Kitchen, lounge, dining-room, 2 bedrooms, 1 bath + toilet.

Heron Road 49: Consisting of: 3 workshops, each with one toilet. There is a yacht standing at the bottom workshop.

Case No. 4942/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and MOHAMED KHALIL CARIM, Defendant

In pursuance of a judgment in the High Court of South Africa, Durban and Coast Local Division, dated 15 June 1999, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution, by the Sheriff for the High Court, Durban South on 3 February 2000 at 10:00, at the Eighth Floor, Maritime House, Salmon Grove 1, Durban, to the highest bidder:

Property description: Erf 74, Coedmore, Registration Division FT, situated in the Durban Metro South Central, Sub-Structure, Province of KwaZulu-Natal, in extent 1 263 (one thousand two hundred and sixty three) square metres.

Physical address: 7 Weaver Road, Yellowwood Park, Durban.

Improvements: A brick under tile dwelling consisting of entrance hall, lounge, dining-room, three bedrooms, kitchen, bathroom, shower with water-closet and separate water-closet. Outbuildings: Two garages, utility room, shower with water-closet and laundry.

No guarantee is given in respect of these improvements.

Town-planning Zoning: Residential.

Material conditions and terms:

- 1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
- 2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Sheriff within 21 (twenty-one) days after the date of sale, to be approved by the Execution Creditor's attorneys.
 - 3. Payment of value-added tax which may be applicable in terms of Act 89 of 1991, shall be borne by the purchaser.
- 4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the Bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
- 5. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any) taxes, levies and other charges necessary to effect transfer on request by the said attorneys. The Court Sheriff shall not be obliged to point out any boundaries, pegs or beacons in respect of the property.
- The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban on this 5th day of January 2000.

Jacobs & Partners, Plaintiff's Attorneys, 1401 Escoval House, 437 Smith Street, Durban. (Ref. PDJ/SVDB/A99/184.)

Case No. 5597/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between BOE BANK LIMITED, trading as NBS, Plaintiff, and THAMBSANQA BASIL MDINGI, First Defendant, and NTOMBIKAYISE MDINGI, Second Defendant

In pursuance of a judgment granted in the High Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at Eighth Floor, Maritime House, Salmon Grove 1, Durban on Thursday, 27 January 2000 at 10:00:

Description: Lot 2266, Lamontville, Administrative District of Natal, Province of KwaZulu-Natal, in extent six hundred and sixty three (663) square metres, held under Deed of Transfer TL778/96.

Physical address: 5397 Msimang Road, Lamontville.

Zoning: Special Residential.

The property consists of a house of brick under tiled roof consisting of three bedrooms, bathroom with bath, basin and toilet (cement floor), lounge (cement floor), dining-room (cement floor), kitchen with fitted cupboards (cement floor). The property is fully fenced.

Nothing in this regard is guaranteed.

- 1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
- 2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of 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 transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.
- 4. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Eighth Floor, Maritime House, Salmon Grove 1, Durban.

Dated at Durban on this 6th day of January 2000.

Garlicke & Bousfield Inc., Plaintiff's Attorney, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Ms M. Domingos/rm.)

Case No. 3006/99

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between FIRSTRAND BANK LTD, Plaintiff, and JOHN REES, First Defendant, and CHERYL MARGUERITE REES, Second Defendant

Pursuant to an order of the High Court of South Africa (Natal Provincial Division), Pietermaritzburg, and writ of execution dated 28 October 1999, the following fixed property will be sold on Wednesday, 26 January 2000 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder, viz:

Property: Portion 3 of Erf 468, Forest Hills, Registration Division FT, situated in the Kloof Entity and in the Port Natal-Ebhodwe Joint Services Board Area, Province of KwaZulu-Natal in extent 3 750 (three thousand seven hundred and fifty) square metres held by John Rees & Cheryl Marguerite Rees under Deed of Transfer T5649/8 and situated at 11 Valley Drive, Forest Hills, Kloof.

Description: Residence of plastered brick under tile roof comprising lounge, dining-room, three bedrooms, two bathrooms/water-closet, shower, kitchen and two garages. The aforesaid information in respect of the property is not guaranteed.

Conditions of sale: The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder and the full conditions of sale may be inspected at the offices of the Sheriff of the High Court, 62 Caversham Road, Pinetown, or at the offices of Plaintiff's Attorneys, Browne Brodie & Fourie, 219 Berg Street, Pietermaritzburg, 3201. Tel. (033) 342-8386.

Versfelds, Plaintiff's Attorneys, c/o Browne Brodie & Fourie, 219 Berg Street, Pietermaritzburg, 3201. (Ref. J. M. White/niru/V006.011.)

Case No. 7868/98

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and LEGATENG ISAAC THOKA, Defendant

A sale in execution of the undermentioned property is to be held without reserve on the steps of the High Court, Masonic Grove, Durban, on 27 January 2000 at 12:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Durban North, 15 Milne Street, Durban, and will also be read out by the Sheriff prior to the sale in execution.

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

Property: Section 4 in the scheme known as Richfield, situated at Durban Township, known as Flat 4, Richfield, 31 Valley View Street, Morningside, Durban.

Improvements: Two bedrooms, bathroom, kitchen and lounge.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/ELR/GT5678.)

Case No. 18047/99

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

In the matter between BODY CORPORATE OF BERRIO PARK, Plaintiff, and R. A. and M. A. M. KERR, Defendant

In pursuance of a judgment granted on 19 April 1999, the immovable property described hereunder will be sold in execution on 20 January 2000 at 10:00, by the Sheriff of the Court, Durban South, at Eighth Floor, Maritime House, corner of Salmon Grove and Victoria Embankment, Durban, to the highest bidder:

Property description:

- (a) Section 38, as shown and more fully described on Sectional Plan SS75/1996 in the building known as Berrio Park, situated at 66 Berrio Avenue, Illovo Glen of which the floor area, according to the said sectional plan is 80 square metres in extent:
- (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan. Held under Deed of Transfer ST10283/1997.

Postal address: 36 Berrio Park, 66 Berrio Avenue, Illovo Glen, South Coast.

Improvements: One brick and tile town-house consisting of three bedrooms, lounge, open plan kitchen, full bathroom with bath, basin and toilet.

Nothing is guaranteed in these respects and the property is sold voetstoots.

Material conditions:

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Court Act and Rules thereunder.
- 2. Purchaser shall pay 10% deposit of the purchase price in cash immediately after the sale, the balance transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale.
 - 3. Purchaser shall pay interest at the rate presently charged by the Plaintiff from the date of sale to date of transfer.
- 4. The full conditions of sale may be inspected at the offices of the Sheriff, Durban South or at the offices of the Attorneys for the Plaintiff.

Dated at Durban on this 14th day of December 1999.

Meumann White, Plaintiff's Attorneys, Second Floor, Wakefields House, 150 Essenwood Road, Berea, Durban. (065944/GP/B1027.)

Case No. 9059/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between BOE BANK LIMITED, Plaintiff, and KAREL PETRUS MINNAAR MEYER, Defendant

In pursuance of a judgment in the High Court (Durban and Coast Local Division) dated 18 October 1999 respectively, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 3 February 2000 at 10:00, at 8th Floor, Maritime House, 8th Floor, 1 Salmon Grove, Durban, to the highest bidder without reserve:

Property description:

(a) Section No. 6 as shown and more fully described on Sectional Plan No. SS 245/1994 in the scheme known as Montreal in respect of the land and building or buildings situate at Durban, of which section the floor area according to the said sectional plan is 118 (one hundred and eighteen) 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 on the said sectional plan, held under Deed of Transfer No. ST10969/98.

Physical address: No. 6 Montreal, 100 Chelmsford Road, Glenwood, Durban, KwaZulu-Natal.

Improvements: A flat comprising of 2 bedrooms with built-in cupboards - 1 carpeted and 1 with wooden floor, 1 toilet, 1 bathroom, combined diningroom and lounge - with ceiling fan, kitchen with built-in cupboards and wooden floor, single garage and electronic gates (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots").

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

- 1. The sale shall be subject to the terms of the High Court Act and the Rules made thereunder.
- 2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale together with the auctioneer's commission.
- 3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee, approved by the Execution Creditor's attorneys to be furnished within fourteen (14) days after the date of sale.
- 4. The purchaser shall be liable for the payment of interest at the rate of 16,5% per annum to the Execution Creditor/bondholder/s on the amount awarded to settle the claim/s and as set out in the distribution plan, from date of sale to date of transfer, both days inclusive.
- 5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), levies due to a body corporate (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.
- 6. The full conditions of sale may be inspected at the offices of the Sheriff, Durban Central, 8th Floor, Maritime House, 1 Salmon Grove, Durban.

Dated at Durban this 5th day of January 2000.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref. C:/NBS/SALE/M471.)

Case No. 49208/98

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

In the matter between BODY CORPORATE OF RUSOORD, Plaintiff, and C. J. DU PLESSIS, Defendant

In the pursuance of judgment granted on 25 March 1999, the immovable property described hereunder will be sold in execution on Thursday, 20 January 2000 at 10:00, by the Sheriff, Durban South at 8th Floor, Maritime House, Cnr. Victoria Embankment and Salmon Grove, Durban, to the highest bidder:

Property description:

- (a) Section 37 as shown and more fully described on Sectional Plan Number SS228/1982 in the building known as Rusoord situate at 31 Beach Road, Amanzimtoti of which the floor area, according to the said sectional plan is 61 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 section plan, held under Deed of Transfer No. ST1183/1992.

Postal address: Flat 202, Rusoord, 31 Beach Road, Amanzimtoti.

Improvements: One flat consisting of 1 bedroom, 1 kitchen, 1 lounge, 1 full bathroom and balcony.

Nothing is guarantee in these respects and the property is sold voetstoots.

Material conditions:

- The sale shall be subject to the terms and conditions of the Magistrate's Court Act and Rules thereunder.
- 2. Purchaser shall pay 10% deposit of the purchase price in cash immediately after the sale, the balance transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after date of sale.
 - 3. Purchaser shall pay interest at the rate presently charged by the Plaintiff from the date of sale to date of transfer.
- 4. The full conditions of sale may be inspected at the offices of the Sheriff, Durban South or at the offices of the Attorneys for the Plaintiff.

Dated at Durban this 14th day of December 1999.

Meumann White, Plaintiff's Attorneys, 2nd Floor, Wakefields House, 150 Essenwood Road, Berea, Durban. (Ref. 062669/GP/B957.)

Case No. 49209/98

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

In the matter between BODY CORPORATE OF DOLPHIN TERRACE, Plaintiff, and A. J. TSHABALALA, Defendant

In the pursuance of judgment granted on 8 September 1998, the immovable property described hereunder will be sold in execution on 20 January 2000 at 10:00, by the Sheriff, Durban South at 8th Floor, Maritime House, Cnr. Victoria Embankment and Salmon Grove, Durban, to the highest bidder:

Property description:

- (a) Section 33 as shown and more fully described on Sectional Plan Number SS213/1991 in the building known as Dolphin Terrace situate at 28 Wade Road, Amanzimtoti of which the floor area, according to the said sectional plan is 115 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 section plan, held under Deed of Transfer No. ST7210/1996.

Postal address: Flat 33, Dolphin Terrace, 28 Wade Road, Amanzimtoti.

Improvements: One duplex consisting of 3 bedrooms, 2 bathrooms, 1 lounge and diningroom combined and 1 kitchen.

Nothing is guarantee in these respects and the property is sold voetstoots.

Material conditions:

- The sale shall be subject to the terms and conditions of the Magistrate's Court Act and Rules thereunder.
- 2. Purchaser shall pay 10% deposit of the purchase price in cash immediately after the sale, the balance transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after date of sale.
 - 3. Purchaser shall pay interest at the rate presently charged by the Plaintiff from the date of sale to date of transfer.
- 4. The full conditions of sale may be inspected at the offices of the Sheriff, Durban South or at the offices of the Attorneys for the Plaintiff.

Dated at Durban this 20th day of December 1999.

Meumann White, Plaintiff's Attorneys, 2nd Floor, Wakefields House, 150 Essenwood Road, Berea, Durban. (Ref. 062651/B955/GP.)

Case No. 66128/98

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

In the matter between BODY CORPORATE OF DOLPHIN TERRACE, Plaintiff, and J. J. NZUZA, Defendant

In the pursuance of judgment granted on 9 November 1998, the immovable property described hereunder will be sold in execution on Thursday, 20 January 2000 at 10:00, by the Sheriff, Durban South at 8th Floor, Maritime House, Cnr. Victoria Embankment and Salmon Grove, Durban, to the highest bidder:

Property description:

- (a) Section 6 as shown and more fully described on Sectional Plan Number SS213/1991 in the building known as Dolphin Terrace, situate at 28 Wade Road, Amanzimtoti of which the floor area, according to the said sectional plan is 115 square metres in extent; and
- (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer No. ST1174/1996.

Postal address: Flat 6, Dolphin Terrace, 28 Wade Road, Amanzimtoti.

Improvements: One duplex consisting of 3 bedrooms, 1 kitchen, 1 lounge and dining room combined, 1 bathroom with bath, basin, shower and toilet, 1 bathroom with bath basin and toilet.

Nothing is guarantee in these respects and the property is sold voetstoots.

Material conditions:

- The sale shall be subject to the terms and conditions of the Magistrate's Court Act and Rules thereunder.
- 2. Purchaser shall pay 10% deposit of the purchase price in cash immediately after the sale, the balance transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after date of sale.
 - 3. Purchaser shall pay interest at the rate presently charged by the Plaintiff from the date of sale to date of transfer.
- 4. The full conditions of sale may be inspected at the offices of the Sheriff, Durban South or at the offices of the Attorneys for the Plaintiff.

Dated at Durban this 14th day of December 1999.

Meumann White, Plaintiff's Attorneys, 2nd Floor, Wakefields House, 150 Essenwood Road, Berea, Durban. (Ref. 064065/GP/B983.)

Case No. 920/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between BOE BANK LIMITED (formery NBS BOLAND BANK LIMITED) (Reg. No. 51/00847/06), Execution Creditor, and ROLAND ANDREWS, First Execution Debtor, and JANET ANDREWS, Second Execution Debtor

In pursuance of a judgment in the High Court (Durban and Coast Local Division) dated 18 March 1998 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 3 February 2000 at 12:00, at the steps of the High Court, Masonic Grove, Durban, to the highest bidder without reserve:

Property description: Erf 197, Glenashley, Registration Division FU, situate in the Durban Entity, Province of KwaZulu-Natal, in extent 1 012 (one thousand and twelve) square metres, held under Deed of Transfer No. T27568/96.

Physical address: 49 Maryland Avenue, Glenashley, Durban.

Improvements: 1 brick under tile double storey main building comprising:

Downstairs: 1 fully tiled and fitted kitchen, 1 toilet, 1 open lounge, diningroom and TV room.

Upstairs: 4 bedrooms with cupboards (2 with balcony), 1 fully tiled bathroom with shower, 1 toilet and 1 passage, carpets in bedrooms, lounge and diningroom. 1 brick under tile granny flat comprising: 1 room, 1 fully tiled bathroom with toilet and shower, 1 brick under tile maid's quarters comprising, 1 room and 1 toilet with shower, 1 wendy house, 1 swimming pool, brick wall in front and precast at rear and sides of property (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots").

Zoning (the accuracy hereof is not guaranteed): Special Residential.

- 1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
- 2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale together with the auctioneer's commission.
- 3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee, approved by the Execution Creditor's attorneys to be furnished within fourteen (14) days after the date of sale.
- 4. The purchaser shall be liable for the payment of interest calculated and capitalised monthly in advance at the prevailing mortgage bond rate of the judgment creditor as it varies from time to time, to the Execution Creditor from the date of sale to date of registraton of transfer.
- 5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, transfer duty or VAT where applicable, including arrear and current rates, sewerage connection fees (if any), levies due to a body corporate (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.
 - 6. The full conditions of sale may be inspected at the offices of the Sheriff, Durban North, 15 Milne Street, Durban. Dated at Durban this 4th day of January 2000.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref. C:/NBS/SALE/A97.)

ORANGE FREE STATE ORANJE-VRYSTAAT

Saak No. 21084/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen EERSTERAND BANK BPK., voorheen bekend as EERSTE NASIONALE BANK VAN SA BEPERK, Eksekusieskuldeiser, en MARGARETHA BIRREL, 64001070112085, Eksekusieskuldenaar

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 12 November 1999 sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof, op 28 Januarie 2000 om 10:00, by Landdroshofkantoor, Trustbankgebou, Kamer 19, Fichardtstraat, Sasolburg:

Beskrywing: Synde Erf 627, Deneysville-dorpsgebied, distrik Heilbron, provinsie Vrystaat, groot 1 937 (eenduisend negehonderd sewe-en-dertig) vierkante meter.

Verbeterings: Onbeboude eiendom.

Die straatadres van die eiendom is hoek van 13 Wendy- en 29 Wall Straat, Deneysville, Sasolburg.

Voorwaardes

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

- 2. Die koper sal aan die Balju 10% van die koopprys betaal onmiddellik na die ondertekening van die verkoopvoorwaardes en hom ook voorsien van 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf die datum van die verkoop vir die balans van die koopprys.
- 3. Die Eksekusieskuldeiser sal die verskaffing van 'n lening tot hoogstens 90% van die koopprys van die eiendom aan 'n goedgekeurde koper, gunstig oorweeg, en reëlings moet met die Eksekusieskuldeiser getref word vir die verkoping.
- Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantoor van die Balju van die Landdroshof gedurende kantoorure en sal ook uitgelees word voor die eiendom opgeveil word.

Gedateer te Vereeniging op hierdie 19de dag van November 1999.

M. M. P. Swanepoel, vir Steyn Lyell & Marais, Steyn Lyell & Maraisgebou, Lesliestraat 21, Tweede Verdieping (Posbus 83), Vereeniging, [Tel. (016) 421-4471.] (Verw. mev. Harmse/Z. Minnaar/NF0652.)

Saak No. 17476/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen ABSA BANK LIMITED (REG. NO. 86/04794/06), Eiser, en NGOANADISHOAHLA PHINEAS MATHABATHA, Eerste Verweerder, en RAMATHETJE IRENE MATHABATHA, Tweede Verweerder

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik, Vereeniging, sal die eiendom hierna vermeld per openbare veiling verkoop word te Balju, Landdroshof, Kamer 19, Trustbankgebou, Sasolburg, op 28 Januarie 2000 om 10:00, op die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping. Die voorwaardes lê ook ter insae by die kantore van die Balju, Landdroshof, Sasolburg:

Sekere: Erf 1319, in die dorpsgebied Sasolburg, distrik Parys (Bernardstraat 7), groot 714 vierkante meter.

Verbeterings: Woonhuis en buitegeboue.

Die Terme: Die eiendom word verkoop aan die hoogste bieder en die verkoping sal onderhewig wees aan die bepalings van artikel 66 van die Landdroshofwet, Wet No. 32 van 1944, soos gewysig.

Die koopprys sal as volg betaalbaar wees:

- (a) Tien per centum (10%) van die koopprys is betaalbaar in kontant na afhandeling van die verkoping en;
- (b) Die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof binne veertien (14) dae gereken vanaf datum van koop welke waarborg betaalbaar is teen datum van registrasie en op welke balans rente bereken sal word teen 'n koers van 19% per jaar vanaf datum van koop tot datum van betaling;
 - (c) die inligting hierbo vermeld word onder die aandag van voornemende kopers gebring maar niks word gewaarborg nie;
- (d) die koper sal ook aanspreeklik wees vir betaling van afslaerskommissie bereken teen die tarief voorgeskryf van tyd tot tyd.

Voorwaardes:

(a) Die voorwaardes van koop sal deur die Balju, Landdroshof uitgelees word onmiddellik voor die verkoping en mag by sy kantore geïnspekteer word.

Gedateer te Vereeniging op hierdie 18de dag van November 1999.

D. C. J. Hoffmann, vir D J Malan & Hoffman, Cicerogebou, Lesliestraat 14 (Posbus 415), Vereeniging. (Verw. mnr. Hoffman.)

Saak No. 2562/99

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en M. Z. THEBE, Eerste Verweerder, en M. A. THEBE, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogemelde saak sal 'n verkoping, sonder reserwe, gehou word te die Landdroskantoor, Kerkstraat, Ladybrand, op Vrydag, 28 Januarie 2000 om 11:00, van die ondervermelde residensiële eiendom van die Verweerders op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Onderverdeling 5 van Erf 923, geleë in die dorp en distrik Ladybrand, groot 2 684 (tweeduisend seshonderd vieren-tagtig) vierkante meter. Sonering: Woondoeleindes.

Onderworpe aan sekere serwitute en voorwaardes, en gehou kragtens Transportakte T5469/97.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: Woning bestaande uit sitkamer, twee slaapkamers, badkamer en kombuis.

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

Datum: 13 Desember 1999.

Balju, Ladybrand. [Tel. (05191) 4-0984.]

S. J. le Roux, vir Claude Reid Ingelyf, Prokureur vir Eiser, Posbus 277, Bloemfontein. [Tel. (051) 447-9881.] [Verw. CLR/cb/P00552.)

Case No. 2653/99

IN THE HIGH COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and JACOBUS ERNST DE KLERK (I.D. No. 5405175097001), Defendant

In execution of a judgment of the High Court of South Africa (Orange Free State Provincial Division) in the abovementioned suit, a sale with/without reserve price is to take place at 5 Barnes Street, Bloemfontein, Free State Province on Friday, 28 January 2000 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the office of the Sheriff, Bloemfontein East, 5 Barnes Street, Bloemfontein, prior to sale:

"Plot 4, Campbelltown Kleinplasie, munisipaliteit Bloemspruit, distrik Bloemfontein, groot 4,2906 (vier komma twee nege nul ses) hektaar. Die eiendom van die Verbandgewer kragtens Transportakte T15767/1992 en onderhewig aan sekere serwitute", consisting of lounge, dining-room, living-room, kitchen, six bedrooms, four bathrooms and office.

Terms: Ten per cent (10%) of the purchase price and auctioneer's charges being 5% of the first R30 000 or part thereof, 3% on the balance with a maximum of R7 000 in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee furnished within fourteen (14) days from date of the sale.

Advertiser: D. A. Honiball, c/o Israel & Sackstein, Attorney for Plaintiff, Bloemfontein. [Tel. (051) 448-3145/5/6/7.] (Ref. NS448E.)

Saak No. 3098/99

IN DIE LANDDROSHOF VIR DIE DISTRIK PARYS GEHOU TE PARYS

In die saak tussen ABSA BANK BEPERK, Eiser, en HANS J. STEYN en MARIA H. J. STEYN, Verweerders

Geliewe kennis te neem dat ingevolge uitspraak van bogemelde Agbare Hof gedateer 14 September 1999 en die daaropvolgende lasbrief vir eksekusie, die hiernagemelde eiendom op 26 Januarie 2000 om 10:00, deur die Balju, Parys, geregtelik verkoop sal word voor die Landdroskantore, Phillipstraat, Parys, naamlik:

Restant van Erf 436, Parys, distrik Parys, provinsie Vrystaat, ook bekend as Delverstraat 56, Parys, 9585.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, NV-gebou, Middelstraat, Parys, ter insae lê en behels onder andere die volgende:

- 1. Twintig persent (20%) van die koopsom op datum van veiling.
- 2. Bankwaarborg vir balans koopprys, plus rente binne 30 (dertig) dae vanaf datum van verkoping.

Geteken te Parys op hierdie 9de dag van Desember 1999.

Aan: Die Balju van die Landdroshof, Parys.

Kriek & Van Wyk, Prokureur vir Eksekusieskuldeiser, Kerkstraat 17 (Posbus 256), Parys, 9585. [Tel. (056) 811-2323/4/5/6/7.]

Case No. 1796/98

IN THE HIGH COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MODISE KOOS MOKHELE (I.D. No. 6611135541082), Defendant

In execution of a judgment of the High Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale with/without reserve price is to take place at the Magistrate's Court, Weeber Street, Odendaalsrus, Free State Province on Friday, 28 January 2000 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the office of the Sheriff of the High Court, Erasmus Building, Church Street, Odendaalsrus, prior to the sale:

"Erf 1907, situated in the Township of Kutlwanong, District Odendaalsrus, Province Free State, in extent 425 (four hundred and twenty-five) square metres, held by Deed of Transfer T3656/97, subject to the conditions therein and especially the reservation of mineral rights together with any buildings or other improvements thereon", consisting of lounge, dining-room, kitchen, two bedrooms and bathroom/toilet and being 1907, K4, Kutlwanong, Odendaalsrus.

Terms: Ten per cent (10%) of the purchase price and auctioneer's charges being 5% of the first R30 000 or part thereof, 3% on the balance with a maximum of R7 000 in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee furnished within fourteen (14) days from date of the sale.

Advertiser: D. A. Honiball, c/o Israel & Sackstein, Attorney for Plaintiff, Bloemfontein. [Tel. (051) 448-3145/5/6/7.] (Ref. NR1539.)

Saak No. 14717/98

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen ERNEST H. JOHNSON (PTY) LTD, Eiser, en PIETER ARNOLD KOEN, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die voorgemelde saak sal 'n verkoping, sonder reserwe, gehou word op Vrydag, 28 Januarie 2000 om 10:00, te Barnesstraat 5, Bloemfontein, deur die Balju, Bloemfontein-Oos, van die ondergemelde Residensiële eiendom van die Verweerder op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Plot 155, Grasland-hoewes, distrik Bloemfontein, provinsie Vrystaat, groot 4,2827 hektaar.

Sonering: Woondoeleindes.

Onderworpe aan sekere serwitute en voorwaardes; en gehou kragtens Akte van Transport T2712/1989.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: Plot met omheining.

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

Balju, Bloemfontein-Oos. [Tel. (051) 447-3784.]

Datum: 21 Desember 1999.

S. J. le Roux, Claude Reid Ingelyf, Prokureur vir Eiser, Posbus 277, Bloemfontein. [Tel. (051) 447-9881.] (Verw. Cobus le Roux/md/W54431.)

Case No. 2734/99

IN THE HIGH COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between STANDARD BANK OF SA BPK., Defendant, and OUPA ISAAC LOFAFA, First Defendant, and MARIA JOYCE LOFAFA, Second Defendant

Kindly take notice that pursuant to a judgment delivered by the High Court of South Africa (Orange Free State Provincial Division) on 31 August 1999, and a warrant of execution against immovable property dated 3 September 1999, the undermentioned property will ble sold by public auction to the highest bidder on Wednesday, 26 January 2000 at 10:00, at the Magistrate's Court, Phillips Street, Parys:

Erf 2015, Thumahole, District of Parys, Province of Free Strate, size 4 339 square metres, held by Certificate of Registered Grant of Leasehold TL1600/98.

The property comprises an industrial erf with a bottle store, walk in safe and store-rooms. The property is zoned for Business Rights.

- 1. All bids will be accepted and the purchaser shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The balance of the purchase price will bear interest at the rate of 28,5% from date of sale to date of registration.
- 2. The balance of the purchase price payable against transfer, is to be secured by a bank or building society guarantee approved by the Execution Creditor's attorney and to be furnished within fourteen (14) days after the sale.
- 3. The conditions of sale which will be read prior to the sale, will be available for inspection at the offices of the Plaintiff's attorney and the Sheriff of the Court, NV Building, Maré Street, Parys.

Signed at Bloemfontein during December 1999.

Deputy Sheriff, Parys.

P. D. Yazbek, for Lovius-Block, Attorney for Plaintiff, Ground Floor, Standard Bank House, 15A West Burger Street (P.O. Box 819), Bloemfontein, 9300. [Tel. (051) 430-3874/5/6/7/8.] [Fax. (051) 447-6441.]

Saak No. 4702/98

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen LINEO PULANE GEORGINA RALIJO, Eiser, en MAQHOLO PAULUS RALIJO, Verweerder

Ingevolge 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling) en 'n lasbrief tot uitwinning gedateer 18 Oktober 1999, sal die ondervermelde eiendom op Vrydag, 28 Januarie 2000 om 10:00, voor die Landdroskantoor, Ladybrand, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere Erf 319, geleë in die dorpsgebied Manyatseng-uitbreiding 1, Ladybrand Lokasie, distrik Ladybrand, groot 405 m² (vier nul vyf) vierkante meter, gehou kragtens Akte van Transport TL1811/1987.

Die eiendom is verbeter met drie slaapkamers, badkamer, toilet, kombuis, sitkamer, eetkamer en motorhuis. Niks in die verband word egter gewaarborg nie.

Die koper moet afslaersgelde, BTW asook 10% van die koopprys in kontant betaal op die dag van die verkoping van die eiendom en moet vir die balans van die koopprys binne veertien (14) dae na die datum van die verkoping 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van die verkoping mag gedurlende kantoorure te die kantoor van die Balju van die Hooggeregshof, Ladybrand, nagesien word.

Geteken te Bloemfontein hierdie 24ste dag van Desember 1999.

G. H. Bradshaw, vir McIntyre & Van der Post, Eiser se Prokureur, Barnesstraat 12, Bloemfontein. [Tel. (051) 505-0200.]

Case No. 660/99

IN THE HIGH COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and CORNELIUS JOHANNES STEPHANUS COETZEE, N.O. (I.D. No. 6511175037084), in his capacity as Co-Trustee of te ROODEPOORT RUST—IT 64/95, and CATHARINA BEATRIX COETZEE, N.O. (I.D. No. 6702200083082), in her capacity as Co-Trustee of the ROODEPOORT TRUST—IT 64/95, Defendant

In execution of a judgment of the High Court of South Africa (Orange Free State Provincial Division) in the abovementioned suit, a sale with/without reserve price is to take place at 5 Barnes Street, Bloemfontein, Free State Province, on Friday, 28 January 2000 at 10:00, of the undermentioned property of the Roodepoort Trust, on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the office of the Sheriff, Bloemfontein East, 5 Barnes Street, Bloemfontein, prior to the sale:

"Erf 22115, Bloemfontein Uitbreiding 146, distrik Bloemfontein, provinsie Vrystaat, groot 1 339 (eenduisend driehonderd nege-en-dertig) vierkante meter, gehou kragtens Transportakte T6903/1995, onderhewig aan sekere voorwaardes en 'n serwituut. Verder onderhewig aan 'n terugvallingsreg.", consisting of: Main building: Lounge, dining-room, kitchen, three bedrooms, bathroom, toilet and shower, four garages and servant's room. Cottage: Three bedrooms, lounge/dining-room, bathroom, toilet/shower and kitchen, being 11 Vonk Street, Fleurdal, Bloemfontein.

Terms: Ten per centum (10%) of the purchase price and auctioneer's charges being 5% of the first R30 000 or part thereof, 3% on the balance with a maximum of R7 000 in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee furnished within fourteen (14) days from date of the sale.

D. A. Honiball (NS135E), Attorney for Plaintiff, c/o Israel & Sackstein, 26/28 Aliwal Street, Bloemfontein. [Tel. (051) 448-3145/6/7.]

Saak No. 38882/98

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen BLOEMFONTEIN PLAASLIKE OORGANGSRAAD, Eiser, en M. J. en M. E. LEEU, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdroshof van Bloemfontein en 'n lasbrief vir eksekusie sal die volgende eiendom op Vrydag, 28 Januarie 2000 om 10:00, te Balju, Bloemfontein-Oos, Barnesstraat 5, Westdene, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Erf 16063, Bloemfontein, geleë in die stad en dorp, Bloemfontein, groot 246 vierkante meter, gehou kragtens Akte van Transport TL1116/91, bestaande uit 'n woonhuis, geleë te 16063 GK Fingerstraat, Kagisanong, Mangaung.

Die koper sal 10% van die koste in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne 21 (een-en-twintig) dae na datum van die verkoping aan die Balju gelewer moet word.

Die gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping en welke voorwaardes nagegaan kan word te die kantore van die Balju, Bloemfontein-Oos, Barnesstraat 5, Westdene, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein op hierdie 7de dag van Desember 1999.

L. F. Alberts, Prokureur vir Eiser, Vierde Verdieping, LT Trustgebou, Maitlandstraat, Bloemfontein. (Verw. Pike & Alberts/L032.)

Saak No. 38900/98

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen BLOEMFONTEIN PLAASLIKE OORGANGSRAAD, Eiser, en T. J. en N. A. C. KHALIENYANE, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdroshof van Bloemfontein en 'n lasbrief vir eksekusie sal die volgende eiendom op Vrydag, 28 Januarie 2000 om 10:00, te Balju Bloemfontein-Oos, Barnesstraat 5, Westdene, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Erf 11521, Bloemfontein, geleë in die stad en dorp, Bloemfontein, groot 240 vierkante meter, gehou kragtens Akte van Transport TL1332/87, bestaande uit 'n woonhuis, geleë te Ditarastraat 11521, Kagisanong, Mangaung.

Die koper sal 10% van die koste in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne 21 (een-en-twintig) dae na datum van die verkoping aan die Balju gelewer moet word.

Die gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping en welke voorwaardes nagegaan kan word te die kantore van die Balju, Bloemfontein-Oos, Barnesstraat 5, Westdene, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein op hierdie 21ste dag van Desember 1999.

L. F. Alberts, Prokureur vir Eiser, Vierde Verdieping, LT Trustgebou, Maitlandstraat, Bloemfontein. (Verw. Pike & Alberts/ K032.)

Saak No. 39128/98

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen BLOEMFONTEIN PLAASLIKE OORGANGSRAAD, Eiser, en B. J. KLEIN, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdroshof van Bloemfontein en 'n lasbrief vir eksekusie, sal die volgende eiendom op Vrydag, 28 Januarie 2000 om 10:00, te Balju, Bloemfontein-Oos, Barnesstraat 5, Westdene, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Erf 17721 (Bloemfontein) geleë in die stad en dorp Bloemfontein, groot 240 vierkante meter, gehou kragtens Akte van Transport T1293/96, bestaande uit 'n woonhuis geleë te Taustraat 17721, Kagisanong, Mangaung.

Die koper sal 10% van die koste in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne 21 (een-en-twintig) dae na datum van die verkoping aan die Balju gelewer moet word.

Die gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping en welke voorwaardes nagegaan kan word te die kantore van die Balju Bloemfontein-Oos, Barnesstraat 5, Westdene, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein hierdie 21ste dag van Desember 1999.

L. F. Alberts, Prokureur vir Eiser, Vierde Verdieping, LT Trustgebou, Maitlandstraat, Bloemfontein. (Pike & Alberts/K042.)

Saak No. 14900/98

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen BLOEMFONTEIN PLAASLIKE OORGANGSRAAD, Eiser, en E. T. PITSO, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdroshof van Bloemfontein en 'n lasbrief vir eksekusie sal die volgende eiendom op Vrydag, 28 Januarie 2000 om 10:00, te Balju, Bloemfontein-Oos, Barnesstraat 5, Westdene, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Erf 04785 (Bloemfontein) geleë in die stad en dorp Bloemfontein, groot 287 vierkante meter, gehou kragtens Akte van Transport T5440/93, bestaande uit 'n woonhuis geleë te Galjoenstraat 26, Heidedal, Bloemfontein.

Die koper sal 10% van die koste in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne 21 (een-en-twintig) dae na datum van die verkoping aan die Balju gelewer moet word.

Die gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping en welke voorwaardes nagegaan kan word te die kantore van die Balju Bloemfontein-Oos, Barnesstraat 5, Westdene, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein hierdie 21ste dag van Desember 1999.

L. F. Alberts, Prokureur vir Eiser, Vierde Verdieping, LT Trustgebou, Maitlandstraat, Bloemfontein. (Pike & Alberts/P006.)

Saak No. 41732/98

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen BLOEMFONTEIN PLAASLIKE OORGANGSRAAD, Eiser, en J. P. PULEO, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdroshof van Bloemfontein en 'n lasbrief vir eksekusie, sal die volgende eiendom op Vrydag, 28 Januarie 2000 om 10:00, te Balju, Bloemfontein-Oos, Barnesstraat 5, Westdene, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Erf 15651 (Bloemfontein), geleë in die stad en dorp Bloemfontein, groot 198 vierkante meter, gehou kragtes Akte van Transport T14204/94, bestaande uit 'n woonhuis geleë te Johannes Moetistraat 15651,Blomanda Phase 2, Mangaung.

Die koper sal 10% van die koste in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne 21 (een-en-twintig) dae na datum van die verkoping aan die Balju gelewer moet word.

Die gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping en welke voorwaardes nagegaan kan word te die kantore van die Balju Bloemfontein-Oos, Barnesstraat 5, Westdene, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein hierdie 21ste dag van Desember 1999.

L. F. Alberts, Prokureur vir Eiser, Vierde Verdieping, LT Trustgebou, Maitlandstraat, Bloemfontein. (Pike & Alberts/P024.)

Saak No. 41724/98

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen BLOEMFONTEIN PLAASLIKE OORGANGSRAAD, Eiser, en P. J. MOKOKOMELI, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdroshof van Bloemfontein en 'n lasbrief vir eksekusie sal die volgende eiendom op Vrydag, 28 Januarie 2000 om 10:00, te Balju, Bloemfontein Oos, Barnesstraat 5, Westdene, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Erf 18415 (Bloemfontein) geleë in die stad en dorp Bloemfontein, groot 299 vierkante meter, gehou kragtens Akte van Transport TL12758/90.

Bestaande uit 'n woonhuis geleë te 18415 Rapitse Rathebestraat, Kagisanong, Mangaung.

Die koper sal 10% van die koste in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank of bougenootskapwaarborg wat binne 21 (een-en-twintig) dae na datum van die verkoping aan die Balju gelewer moet word.

Die gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping en welke voorwaardes nagegaan kan word te die kantore van die Balju, Bloemfontein-Oos, Barnesstraat 5, Westdene, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein hierdie 21ste dag van Desember 1999.

L. F. Alberts, Prokureur vir Eiser, Vierde Verdieping, LT Trust-gebou, Maitlandstraat, Bloemfontein. (Verw. Pike & Alberts/M156.)

Saak No. 38850/98

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen BLOEMFONTEIN PLAASLIKE OORGANGSRAAD, Eiser, en M. D. MAARMAN, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdroshof van Bloemfontein en 'n lasbrief vir eksekusie sal die volgende eiendom op Vrydag, 28 Januarie 2000 om 10:00, te Balju, Bloemfontein Oos, Barnesstraat 5, Westdene, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Erf 16529 (Bloemfontein) geleë in die stad en dorp Bloemfontein, groot 256 vierkante meter, gehou kragtens Akte van Transport TL1282/91.

Bestaande uit 'n woonhuis geleë te 16529 Kholisile Ntethastraat, Kagisanong, Mangaung.

Die koper sal 10% van die koste in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank of bougenootskapwaarborg wat binne 21 (een-en-twintig) dae na datum van die verkoping aan die Balju gelewer moet word.

Die gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping en welke voorwaardes nagegaan kan word te die kantore van die Balju, Bloemfontein-Oos, Barnesstraat 5, Westdene, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein hierdie 21ste dag van Desember 1999.

L. F. Alberts, Prokureur vir Eiser, Vierde Verdieping, LT Trust-gebou, Maitlandstraat, Bloemfontein. (Verw. Pike & Alberts/M122.)

Saak No. 40946/98

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen BLOEMFONTEIN PLAASLIKE OORGANGSRAAD, Eiser, en M. L. NARE, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdroshof van Bloemfontein en 'n lasbrief vir eksekusie sal die volgende eiendom op Vrydag, 28 Januarie 2000 om 10:00, te Balju, Bloemfontein Oos, Barnesstraat 5, Westdene, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Erf 18408 (Bloemfontein) geleë in die stad en dorp Bloemfontein, groot 299 vierkante meter, gehou kragtens Akte van Transport TL15872/93.

Bestaande uit 'n woonhuis geleë te 18408 Rapitse Rathebestraat, Kagisanong, Mangaung.

Die koper sal 10% van die koste in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank of bougenootskapwaarborg wat binne 21 (een-en-twintig) dae na datum van die verkoping aan die Balju gelewer moet word.

Die gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping en welke voorwaardes nagegaan kan word te die kantore van die Balju, Bloemfontein-Oos, Barnesstraat 5, Westdene, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein hierdie 21ste dag van Desember 1999.

L. F. Alberts, Prokureur vir Eiser, Vierde Verdieping, LT Trust-gebou, Maitlandstraat, Bloemfontein. (Verw. Pike & Alberts/N026.)

Saak No. 38853/98

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen BLOEMFONTEIN PLAASLIKE OORGANGSRAAD, Eiser, en B. B. en G. A. MATIWANE, Verweerders

Ingevolge 'n uitspraak in die Hof van die Landdroshof van Bloemfontein en 'n lasbrief vir eksekusie sal die volgende eiendom op Vrydag, 28 Januarie 2000 om 10:00, te Balju, Bloemfontein Oos, Barnesstraat 5, Westdene, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Erf 11445 (Bloemfontein) geleë in die stad en dorp Bloemfontein, groot 252 vierkante meter, gehou kragtens Akte van Transport TL1816/86.

Bestaande uit 'n woonhuis geleë te 11445 L Motsoenengstraat, Kagisanong, Mangaung.

Die koper sal 10% van die koste in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank of bougenootskapwaarborg wat binne 21 (een-en-twintig) dae na datum van die verkoping aan die Balju gelewer moet word.

Die gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping en welke voorwaardes nagegaan kan word te die kantore van die Balju, Bloemfontein-Oos, Barnesstraat 5, Westdene, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein hierdie 21ste dag van Desember 1999.

L. F. Alberts, Prokureur vir Eiser, Vierde Verdieping, LT Trust-gebou, Maitlandstraat, Bloemfontein. (Verw. Pike & Alberts/M081.)

Saak No. 28533/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen BLOEMFONTEIN PLAASLIKE OORGANGSRAAD, Eiser, en N. F. NIKANI, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdroshof van Bloemfontein en 'n lasbrief vir eksekusie sal die volgende eiendom op Vrydag, 28 Januarie 2000 om 10:00, te Balju, Bloemfontein Oos, Barnesstraat 5, Westdene, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Erf 04784 (Bloemfontein) geleë in die stad en dorp Bloemfontein, groot 300 vierkante meter, gehou kragtens Åkte van Transport TL21365/92.

Bestaande uit 'n woonhuis geleë te Galjoenstraat 30, Heidedal, Bloemfontein.

Die koper sal 10% van die koste in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank of bougenootskapwaarborg wat binne 21 (een-en-twintig) dae na datum van die verkoping aan die Balju gelewer moet word.

Die gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping en welke voorwaardes nagegaan kan word te die kantore van die Balju, Bloemfontein-Oos, Barnesstraat 5, Westdene, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein hierdie 21ste dag van Desember 1999.

L. F. Alberts, Prokureur vir Eiser, Vierde Verdieping, LT Trust-gebou, Maitlandstraat, Bloemfontein. (Verw. Pike & Alberts/N003.)

Saak No. 28306/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen BLOEMFONTEIN PLAASLIKE OORGANGSRAAD, Eiser, en L. J. FINGER, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdroshof van Bloemfontein en 'n lasbrief vir eksekusie sal die volgende eiendom op Vrydag, 28 Januarie 2000 om 10:00, te Balju, Bloemfontein Oos, Barnesstraat 5, Westdene, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Erf 04770 (Bloemfontein) geleë in die stad en dorp Bloemfontein, groot 280 vierkante meter, gehou kragtens Akte van Transport TL23441/92.

Bestaande uit 'n woonhuis geleë te Katonkelstraat 29, Heidedal, Bloemfontein.

Die koper sal 10% van die koste in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank of bougenootskapwaarborg wat binne 21 (een-en-twintig) dae na datum van die verkoping aan die Balju gelewer moet word.

Die gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping en welke voorwaardes nagegaan kan word te die kantore van die Balju, Bloemfontein-Oos, Barnesstraat 5, Westdene, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein hierdie 21ste dag van Desember 1999.

L. F. Alberts, Prokureur vir Eiser, Vierde Verdieping, LT Trust-gebou, Maitlandstraat, Bloemfontein. (Verw. Pike & Alberts/F001.)

Saak No. 20641/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen BLOEMFONTEIN PLAASLIKE OORGANGSRAAD, Eiser, en R. P. en K. M. DITABE, Verweerders

In gevolge 'n uitspraak in die Hof van die Landdroshof van Bloemfontein en 'n lasbrief vir eksekusie sal die volgende eiendom op Vrydag, 28 Januarie 2000 om 10:00, te Balju, Bloemfontein Oos, Barnesstraat 5, Westdene, Bloemfontein aan die hoogste bieder geregtelik verkoop word:

Erf 16876 (Bloemfontein), geleë in die stad en dorp Bloemfontein, groot 240 vierkante meter, gehou kragtens Akte van Transport Nr. TL8117/92.

Bestaande uit 'n woonhuis geleë te James Mandlasingel 16876, Kagisanong, Mangaung.

Die koper sal 10% van die koste in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank of bougenootskapwaarborg wat binne 21 (een en twintig) dae na datum van die verkoping aan die Balju gelewer moet word.

Die gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping en welke voorwaards nagegaan kan word te die kantore van die Balju, Bloemfontein-Oos, Barnesstraat 5, Westdene, Bloemfontein gedurende kantoorure.

Geteken te Bloemfontein hierdie 21 dag van Desember 1999.

L. F. Alberts, Prokureur vir Eiser, Pike & Alberts/D037, Vierde Vloer, LT Trustgebou, Maitlandstraat, Bloemfontein.

Saak No. 2611/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen BLOEMFONTEIN PLAASLIKE OORGANGSRAAD, Eiser, en M. J. RAMAFIKENG, Verweerder

In gevolge 'n uitspraak in die Hof van die Landdroshof van Bloemfontein en 'n lasbrief vir eksekusie sal die volgende eiendom op Vrydag, 28 Januarie 2000 om 10:00, te Balju, Bloemfontein Oos, Barnesstraat 5, Westdene, Bloemfontein aan die hoogste bieder geregtelik verkoop word:

Erf 18151 (Bloemfontein), geleë in die stad en dorp Bloemfontein, groot 240 vierkante meter, gehou kragtens Akte van Transport Nr. TL5454/90.

Bestaande uit 'n woonhuis geleë te Johannes Motloungstraat 18151, Kagisanong, Mangaung.

Die koper sal 10% van die koste in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank of bougenootskapwaarborg wat binne 21 (een en twintig) dae na datum van die verkoping aan die Balju gelewer moet word.

Die gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping en welke voorwaardes nagegaan kan word te die kantore van die Balju, Bloemfontein-Oos, Barnesstraat 5, Westdene, Bloemfontein gedurende kantoorure.

Geteken te Bloemfontein hierdie 21 dag van Desember 1999.

L. F. Alberts, Prokureur vir Eiser, Pike & Alberts/R 015, Vierde Vloer, LT Trustgebou, Maitlandstraat, Bloemfontein.

Saak No. 664/98

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen BLOEMFONTEIN PLAASLIKE OORGANGSRAAD, Eiser, en M. K. CHAO, Verweerder

Geliewe kennis te neem dat ter uitvoering van vonnis gegee deur die Landdros van Bloemfontein, sal verkoping van die volgende eiendom van bogemelde Verweerder plaasvind te Balju, Bloemfontein Oos, Barnesstraat 5, Bloemfontein, op Vrydag, 28 Januarie 2000 om 10:00:

Sekere Erf 26780 (Uitbreiding 8), geleë in die dorp Mangaung in die distrik Bloemfontein, groot 348 vierkante meter, gehou kragtens Titelakte Nr. TL1028/89.

Die woonhuis met buitegebou geleë te: 6780 Unique Homes, Phahameng, Bloemfontein.

Voorwaardes van verkoping:

- 'n Deposito van 10% van die koopprys is betaalbaar in kontant op datum van verkoping.
- Vir die balans koopprys moet 'n goedgekeurde bank of bougenootskapwaarborg; binne 14 dae na datum van verkoping gelewer word.

Die vekoopvoorwaardes lê ter insae by die kantoor van die Balju van die Landdroshof, Bloemfontein gedurende kantoorure. Geteken te Bloemfontein op hierdie 2de dag van Desember 1999.

P. Wille, Prokureur vir Eiser, Rosendorff & Reitz Barry, Derde Straat 6, Bloemfontein. (Verw. PW/mvdw/C53219.)

Saak No. 44350/98

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen ABSA BANK BEPERK, Eiser, en L. N. MAPHOBOLE, Verweerder

Ten uitvoering van 'n vonnis van die Landdroshof van Suid-Afrika (Oranje-Vrystaat Provinsiale Afdeling) sal 'n vekoping met voorbehoud van die volgende eiendom van bogenoemde Verweerder plaasvind te die Baljukantore, te Barnesstraat 5, Bloemfontein om 10:00 op Vrydag, 28 Januarie 2000:

Deel 12, soos aangetoon en meer volledig beskryf op Deelplan SS49/1985 in die skema bekend as Hilda-Jane, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, Provinsie Vrystaat van welke deel die vloeroppervlakte volgens deelplan 77 (sewe en sewentig) 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 Akte van Transport ST19096/95.

Die volgende inligting word verstrek maar in hierdie opsig word niks gewaarborg nie: Verbeterings bestaan uit gesoneer vir woondoeleindes: Sitkamer, 2 slaapkamers, kombuis en badkamer.

Terme: Die koper sal 10% van die koopsom in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne veertien (14) dae na die datum van verkoping aan die Balju gelewer moet word. Indien die eiendom deur die eerste verbandhouer gekoop word, hoef die 10% kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopvoorwaardes is ter insae te die kantoor van die Balju, Barnesstraat 5, Bloemfontein, gedurende kantoorure.

Balju van die Landdroshof vir die Distrik, Bloemfontein-Oos.

Mnr. J. P. Smit, Eiser se Prokureur, p.a. Naudes, St Andrewstraat 161, Posbus 153, Bloemfontein, 9300. (Verw. Mnr. J. P. Smit.)

Saak No. 11242/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen NEDCOR BANK BPK., Eiser, en N. P. en J. M. MOKGOTSANE, Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof op 12 April 1999 en lasbrief vir eksekusie daarna uitgereik sal die volgende eiendom in eksekusie verkoop word op 28 Januarie 2000 om 10:00, te die Baljukantore te Barnesstraat 5, Bloemfontein, te wete:

Sekere Erf 11773, geleë in die dorp Mangaung, distrik van Bloemfontein, Provinsie Vrystaat, gehou kragtens Transportakte T41630/1995, geleë te 11773 Vetman Kalakostraat, Blomanda, Bloemfontein, groot 445 (vier vier vyf) vierkante meter.

Voorwaardes van verkoping:

- 1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.
- 2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 18% per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.
- 3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Geteken te Bloemfontein op hierdie 29ste dag van November 1999.

J. M. Burger, vir Honey & Vennote Ing., Prokureur vir Eiser, 1ste Vloer, Watervalsentrum, Aliwalstraat, Bloemfontein. [Tel. (051) 447-9191.]

Saak No. 7480/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen DIE REGSPERSOON VAN DIE PALM COURT SKEMA, Eiser, en mei. LINDA SCHOONWINKEL, Verweerder

Ingevolge 'n vonnis gedateer 17 Maart 1999 en 'n lasbrief vir eksekusie in die Landdroshof van Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 28 Januarie 2000 om 10:00, te Barnesstraat 5, Westdene, Bloemfontein:

Sekere Eenheid 2 in die Deeltitel Skema Palm Court, SS36/1983, geleë te Bloemfontein, Provinsie Vrystaat, groot 95 m², gehou kragtens Transportakte ST94/1986 en beter bekend as Palmhof 2, Cromwellweg, Navalsig, Bloemfontein.

Verbeterings: 'n Woonstel met 'n balkon, welke woonstel gesoneer is vir woondoeleindes, bestaande uit 2 slaapkamers, sitkamer, eetkamer, kombuis, badkamer, toilet en 'n motorhuis.

Voorwaardes van verkoping:

- Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.
- 2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 15,5% per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.
- Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein op hierdie 10de dag van Desember 1999.

M. W. M. Barnaschone, Prokureur vir Eksekusieskuldeiser, p.a. Rossouws Prokureurs, Pres. Reitzlaan 119, Westdene (Posbus 7595), Bloemfontein, 9300. [Tel. (051) 430-5870.]

Saak No. 4928/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN SASOLBURG GEHOU TE SASOLBURG

In die saak tussen ABSA BANK BEPERK, Eiser, en MARTHA MARAIS, Verweerder

Ingevolge 'n vonnis van die Landdroshof van die distrik van Sasolburg gedateer 30 September 1999 en 'n lasbrief vir eksekusie gedateer 30 September 1999, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 14 Januarie 2000 om 10:00, te die Balju se Kantore, Trust Banksentrum, Sasolburg:

Erf 3225, geleë in die dorp Sasolburg, distrik Parys, Provinsie Vrystaat, groot 893 (agthonderd drie en negentig) vierkante meter.

Die eiendom word verkoop onderhewig aan die bepalings van die Groepsgebiedewet en tien persent (10%) van die koopprys is betaalbaar by sluiting van die koopporeenkoms en die balans teen registrasie van transport aan die koper moet verseker word deur 'n aanvaarbare waarborg wat aan die Balju van die Landdroshof voorsien moet word binne 14 (veertien) dae vanaf datum van die verkoping. Die verkoping is onderhewig aan Artikel 66 van die Wet op Landdroshowe No. 32 van 1944, soos gewysig.

Die volgende inligting word onder voornemende kopers se aandag gebring, maar niks word gewaarborg nie: Die eiendom staan bekend as Hoggestraat 10, Sasolburg, bestaande uit woonhuis met buitegebou.

Die volle voorwaardes van die eksekusieverkoping wat op die koper bindend sal wees, sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju van die Landdroshof, Eerste Vloer, Trustbank Sentrum, Sasolburg, en by die kantore van die Eiser se prokureurs.

Gedateer te Sasolburg op hierdie 9de dag van November 1999.

Roux Kruger, vir Andre Heiberg & Kie., N. J. van der Merwe Singel 29 (Posbus 1628), Sasolburg.

Saak No. 38158/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen BLOEMFONTEIN TRANSITIONAL COUNCIL, Eiser, en M. A. FETE, Verweerder

Geliewe kennis te neem dat ter uitvoering van vonnis gegee deur die Landdros van Bloemfontein, sal verkoping van die volgende eiendom van bogemelde Verweerder plaasvind te Balju, Bloemfontein Oos, Barnesstraat 5, Bloemfontein, op Vrydag, 28 Januarie 2000 om 10:00:

Sekere Erf 15737, geleë in die dorp Mangaung, in die distrik Bloemfontein, groot 299 vierkante meter, gehou kragtens Titelakte TL10683/91.

Die woonhuis met buitegebou geleë te 15737 Joseph Lechoanosingel, Kagisanong, Bloemfontein.

Voorwaardes van verkoping:

- 1. 'n Deposito van 10% van die koopprys is betaalbaar in kontant op datum van verkoping.
- 2. Vir die balans koopprys moet 'n goedgekeurde bank of bougenootskapwaarborg, binne 14 dae na datum van verkoping gelewer word.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju van die Landdroshof, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein op hierdie 25ste dag van November 1999.

P. Wille, vir Rosendorff & Reitz Barry, Prokureur vir Eiser, Derde Straat 6, Bloemfontein.

Saak No. 33975/98

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen BLOEMFONTEIN PLAASLIKE OORGANGSRAAD, Eiser, en N. A. MICHAELS, Verweerder

Geliewe kennis te neem dat ter uitvoering van vonnis gegee deur die Landdros van Bloemfontein, sal verkoping van die volgende eiendom van bogemelde Verweerder plaasvind te Balju, Bloemfontein Oos, Barnesstraat 5, Bloemfontein, op Vrydag, 28 Januarie 2000 om 10:00:

Sekere Erf 7799, Bloemfontein Uitbreiding 50, geleë in die stad en distrik Bloemfontein, groot 833 vierkante meter, gehou kragtens Titelakte T24047/97.

Die woonhuis met buitegebou geleë te De Waalweg 24, Ehrlichpark, Bloemfontein.

Voorwaardes van verkoping:

- 1. 'n Deposito van 10% van die koopprys is betaalbaar in kontant op datum van verkoping.
- Vir die balans koopprys moet 'n goedgekeurde bank of bougenootskapwaarborg binne 14 dae na datum van verkoping gelewer word.

Die verkoopsvoorwaardes lê ter insae by die kantoor van die Balju van die Landdroshof, Bloemfontein gedurende kantoorure.

Geteken te Bloemfontein op hierdie 25ste dag van November 1999.

P. Wille, vir Rosendorff & Reitz Barry, Prokureur vir Eiser, Derde Straat 6, Bloemfontein.

Saak No. 5081/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN SASOLBURG GEHOU TE SASOLBURG

In die saak tussen ABSA BANK BEPERK, Eiser, en ABRAAO RIBEIRO, Identiteitsnommer 4710085152007, Verweerder

Ingevolge 'n vonnis van die Landdroshof van die distrik van Sasolburg gedateer 13 Oktober 1999 en 'n lasbrief vir eksekusie gedateer 11 Oktober 1999, sal die eiendom in eksekusie verkoop word op Vrydag, 28 Januarie 2000 om 10:00, te die kantoor van die Balju, Tweede Vloer, Trustbankgebou, Sasolburg:

Erf 4259, geleë in die dorpsgebied Sasolburg, distrik Parys, groot 1 884 (eenduisend agthonderd vier en tagtig) vierkante meter.

Tien persent (10) van die koopprys is betaalbaar by sluiting van die koopooreenkoms en die balans teen registrasie van transport aan die koper moet verseker word deur 'n aanvaarbare waarborg wat aan die Balju van die Landdroshof voorsien moet word binne veertien (14) dae vanaf datum van die verkoping. Die verkoping is onderhewig aan Artikel 66 van die Wet op Landdroshowe No. 32 van 1944, soos gewysig.

Die volgende inligting word onder voornemende kopers se aandag gebring, maar niks word gewaarborg nie: Die eiendom staan bekend as Frans du Toitstraat 8, Sasolburg, bestaande uit woonhuis met buitegeboue.

Die volle voorwaardes van die eksekusieverkoping wat op die koper bindend sal wees, sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju, Tweede Vloer, Trustbankgebou, Sasolburg, en by die kantore van die Eiser se prokureurs.

Geteken te Sasolburg op hierdie 9de dag van Desember 1999.

L. D. M. Stroebel, vir Molenaar & Griffiths Ing., N. J. van der Merwesingel 6, Sasolburg, 9570. [Tel. (016) 976-0420.]

Saak No. 3624/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN SASOLBURG GEHOU TE SASOLBURG

In die saak tussen NEDCOR BANK BEPERK, Eiser, en DE BEER, JOHANNES LODEWICUS, Identiteitsnommer 6709255085086, Eerste Verweerder, en DE BEER, KAREN, Identiteitsnommer 6710120024086, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof van die distrik van Sasolburg gedateer 23 Augustus 1999 en 'n lasbrief vir eksekusie gedateer 20 Augustus 1999, sal die eiendom in eksekusie verkoop word op Vrydag, 28 Januarie 2000 om 10:00, te die Kantoor van die Balju van die Landdroshof, Tweede Vloer, Trustbankgebou, Sasolburg:

Erf 12596, geleë in die dorpsgebied Sasolburg (Uitbreiding 16), distrik Parys, groot 797 (sewe honderd sewe en negentig) vierkante meter.

Tien persent (10) van die koopprys is betaalbaar by sluiting van die koopooreenkoms en die balans teen registrasie van transport aan die koper moet verseker word deur 'n aanvaarbare waarborg wat aan die Balju van die Landdroshof voorsien moet word binne veertien (14) dae vanaf datum van die verkoping. Die verkoping is onderhewig aan Artikel 66 van die Wet op Landdroshowe No. 32 van 1944, soos gewysig.

Die volgende inligting word onder voornemende kopers se aandag gebring, maar niks word gewaarborg nie: Die eiendom staan bekend as Taunusstraat 13, Sasolburg, bestaande uit woonhuis met buitegeboue.

Die volle voorwaardes van die eksekusieverkoping wat op die koper bindend sal wees, sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju van die Landdroshof, Eerste Vloer, Trustbanksentrum, Sasolburg en by die kantore van die Eiser se prokureurs.

Geteken te Sasolburg op hierdie 13de dag van Desember 1999.

L. D. M. Stroebel, vir Molenaar & Griffiths Ing., N. J. van der Merwesingel 6, Sasolburg, 9570. [Tel. (016) 976-0420.]

Saak No. 19501/97

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen BLOEMFONTEIN PLAASLIKE OORGANGSRAAD, Eiser, en S. A. MAKOFANE, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdroshof van Bloemfontein en 'n lasbrief vir eksekusie sal die volgende eiendom op Vrydag, 28 Januarie 2000 om 10:00, te Barnesstraat 5, Westdene, Bloemfontein aan die hoogste bieder geregtelik verkoop word:

Erf 15001, ook bekend as 15001, Moshoeshoeweg, Kagisanong, Mangaung, geleë in die dorp en stad Bloemfontein, groot 2 462 m², gehou kragtens Akte van Transport TE29176/1997.

Die koper sal 10% van die koste in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank of bougenootskapwaarborg wat binne 21 (een en twintig) dae na datum van die verkoping aan die Balju gelewer moet word.

Die gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping en welke voorwaardes nagegaan kan word te die kantore van die Balju, Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein op hierdie 13de dag van Desember 1999.

J. M. Burger, vir Honey & Vennote Ing., Prokureur vir Eiser, 1ste Vloer, Watervalsentrum, Aliwalstraat, Posbus 29, Bloemfontein.

Saak No. 39228/98

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen BLOEMFONTEIN PLAASLIKE OORGANGSRAAD, Eiser, en M. P. en S. N. MPAKHANYANE, Verweerders

Ingevolge 'n uitspraak in die Hof van die Landdroshof, Bloemfontein en 'n lasbrief vir eksekusie, sal die volgende eiendom op Vrydag, 28 Januarie 2000 om 10:00, te Barnesstraat 5, Westdene, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Erf 15821, ook bekend as Simon Mujastraat 15821, Blomanda Fase 2, geleë in die dorp en stad Bloemfontein, groot 287 m², gehou kragtens Akte van Transport T14623/1995.

Bestaande uit 'n woonhuis.

Die koper sal 10% van die koste in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne 21 (een-en-twintig) dae na datum van die verkoping aan die Balju gelewer moet word.

Die gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, en welke voorwaardes nagegaan kan word te die kantore van die Balju, Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein op hierdie 13de dag van Desember 1999.

J. M. Burger, vir Honey & Vennote Ing., Prokureur vir Eiser, Eerste Verdieping, Watervalsentrum, Aliwalstraat (Posbus 29), Bloemfontein.

Saak No. 40937/98

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen BLOEMFONTEIN PLAASLIKE OORGANGSRAAD, Eiser, en M. G. PHENETHI, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdroshof, Bloemfontein en 'n lasbrief vir eksekusie, sal die volgende eiendom op Vrydag, 28 Januarie 2000 om 10:00, te Balju, Bloemfontein-Oos, Barnesstraat 5, Westdene, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Erf 17118 (Bloemfontein), geleë in die stad en dorp Bloemfontein, groot 388 vierkante meter, gehou kragtens Akte van Transport T7176/96, bestaande uit 'n woonhuis geleë te Taustraat 17118, Blomanda Phase 2, Manguang.

Die koper sal 10% van die koste in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne 21 (een-en-twintig) dae na datum van die verkoping aan die Balju gelewer moet word.

Die gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, en welke voorwaardes nagegaan kan word te die kantore van die Balju, Bloemfontein-Oos, Barnesstraat 5, Westdene, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein op hierdie 23ste dag van November 1999.

L. F. Alberts, vir Pike & Alberts, Prokureur vir Eiser, Vierde Verdieping, LT Trustgebou, Maitlandstraat, Bloemfontein. (Verw. Pike & Alberts/P131.)

Saak No. 13701/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen DIE BLOEMFONTEIN PLAASLIKE OORGANGSRAAD, Eiser, en L. K. MOLISE, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdroshof, Bloemfontein en 'n lasbrief vir eksekusie, sal die volgende eiendom op Vrydag, 28 Januarie 2000 om 10:00, te die Balju, Bloemfontein-Oos Kantore, Barnesstraat 5, Westdene, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Erf (Bloemfontein), geleë in die stad en dorp Bloemfontein, groot 250 vierkante meter, gehou kragtens Akte van Transport TL12006/1990, bestaande uit 'n woonhuis met buitegeboue.

Die koper sal 10% van die koste in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne 21 (een-en-twintig) dae na datum van die verkoping aan die Balju gelewer moet word.

Die gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, en welke voorwaardes nagegaan kan word te die kantore van die Balju, Bloemfontein-Oos, Barnesstraat 5, Westdene, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein op hierdie 22ste dag van November 1999.

L. Vermaak, vir Vermaak & Dennis Ing., Prokureur vir Eiser, Voortrekkerstraat 96, Bloemfontein.

Case No. 5416/99

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

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and ELIZABETH ALLETHA VAN ROOYEN, I.D. No. 5003280053009, Defendant

In pursuance of judgment granted on 29 April 1999, in the Welkom Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 28 January 2000 at 11:00, at Magistrate's Court, Tulbach Entrance, Welkom, to the highest bidder:

Description: Erf 2089, situated in the City of Welkom, District of Welkom, in extent 972 (nine hundred and seventy-two) square metres.

Postal address: 48 Lindi Street, Doorn, Welkom, 9459.

Improvements: Dwelling-house with outbuildings, consisting of: Main building: Single-storey dwelling, comprising of lounge, dining-room, kitchen, three bedrooms and bathroom. Outbuildings: Single garage and servants' quarters, held by the Defendant under Deed of Transfer T12603/1988.

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

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 104 Constantia Street, Welkom, 9460.

Dated at Welkom on this 6th day of December 1999.

H. V. Jordaan, for Symington & De Kok (Welkom) Inc., Plaintiff's Attorneys, SA Permanent Building, Stateway 333, Welkom; P.O. Box 2175, Welkom, 9460. (Docex 10.) [Tel. (057) 353-3051.] (Ref. H. V. Jordaan/SO/AE 0322.)

Saak No. 1613/99

IN DIE LANDDROSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE WITSIESHOEK

In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Eiser, en MOEKETSI EDWIN LENGOABALA, I.D. Nr. 5808285853082, Verweerder

Ingevolge 'n vonnis gelewer op 28 September 1999 in die Witsieshoek Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 28 Januarie 2000 om 12:00, te Landdroskantore, Phuthaditjhaba, aan die hoogste bieër, met geen reserweprys:

Beskrywing: Perseel 465 K, Phuthaditjhaba K-dorpsgebied, distrik Witsieshoek, provinsie Vrystaat, groot 434 (vierhonderdvier-en-dertig) vierkante meter, gehou kragtens Akte van Toekenning No. 253/1993.

Straatadres: Perseel 465 K, Phuthaditjhaba, 9866.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit een woonhuis en buitegeboue.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die verkoopvoorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Elizabeth Ross-straat, Harrismith, 9880.

Gedateer te Witsieshoek op hede die 2de dag van Desember 1999.

H. V. Jordaan, vir Symington & De Kok (Welkom) Ing., P/a Du Plessis, Bosch & Meyerowitz, Eiser of Eiser se Prokureur, Finance Building Offices, Posbus 106, Phuthaditjhaba. [Tel. (058) 303-5381.] (Verw. Visagie/BK/32274.)

Saak No. 1462/99

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen ABSA BANK BEPERK, handeldrywende as TRUSTBANK, Eiser, en MARIUS GIDEON SCHEEPERS, Verweerder

Kragtens 'n uitspraak van die bogemelde Agbare Hof op 30 September 1999 en 'n lasbrief tot eksekusie sal die volgende eiendom in eksekusie verkoop word op 28 Januarie 2000 om 10:00, te Hattinghstraat 4, Lindley, deur die Balju aan die persoon wat die hoogste aanbod maak, naamlik:

Sekere Erf 459, geleë in die dorp en distrik Lindley, ook bekend as Hattinghstraat 4, Lindley, groot 2 974 (tweeduisend negehonderd vier-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T10867/97, onderhewig aan sekere voorwaardes.

Die volgende besonderhede word verskaf, maar nie gewaarborg nie: Die eiendom bestaan uit 'n sitkamer, vier slaapkamers, kombuis met opwas, badkamer met toilet, drie motorhuise en woonstel.

Voorwaardes: Die verkoping sal onderworpe wees aan die bepalings van die Wet op Landdroshowe en die Reëls daarvolgens neergelê. Tien (10) persent van die koopprys moet in kontant op die dag van die verkoping betaal word en 'n bank- of bougenootskapwaarborg vir die balans moet binne 14 dae na die verkoopsdatum verskaf word.

Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en lê ter insae by die Balju, Kerkstraat 18, Lindley.

Geteken te Bloemfontein op hierdie 26ste dag van November 1999.

Mnr. P. H. T. Çolditz, vir Schoeman Maree Ing., Prokureur vir Eiser, Schoeman Maree-gebou, Voortrekkerstraat 190, Bloemfontein. (Verw. Mnr. P. H. T. Colditz/AR/Z03225.)

Case No. 3843/99

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

In the matter between FBC FIDELITY BANK LIMITED, Plaintiff, and FRANK WAYNE VAN MINNEN (I.D. No. 6206235013080), First Defendant, and LINDA VAN MINNEN (I.D. No. 6609060051085), Second Defendant

In pursuance of judgment granted on 15 November 1999, in the Odendaalsrus Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 28 January 2000 at 10:00, at the Magistrate's Court, Weeber Street, Odendaalsrus, to the highest bidder:

Description:

1. Erf 3355, Odendaalsrus (Extension 5), District Odendaalsrus, Province Free State, measuring 5 577 (five thousand five hundred and seventy-seven) square metres.

Postal address: Fourth Street 4, Fabricia, Odendaalsrus, 9480.

Improvements: Vacant land.

2. Erf 3356, Odendaalsrus (Extension 5), District Odendaalsrus, Province Free State, measuring 5 884 (five thousand eight hundred and eighty-four) square metres.

Postal address: Fourth Street 7, Fabricia Odendaalsrus, 9480.

Improvements: Offices and workshop, held by the Defendant in his name under Deed of Transfer T9500/1996.

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
- 2. The purchaser shall pay 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 Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 40 Weeber Street, Odendaalsrus, 9480.

Dated at Welkom this 2nd day of December 1999.

H. V. Jordaan, for Symington & De Kok (Welkom) Inc., Plaintiff's Attorneys, c/o 6 Church Street, Odendaalsrus, 9480; P.O. Box 2175, Welkom, 9460. [Tel. (057) 353-3051.] (Ref. H. V. Jordaan/SO/AF0292.)

Address of Defendant: Fourth Street 4, Fabricia, Odendaalsrus, 9480.

Saak No. 38031/98

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen BLOEMFONTEIN TRANSITIONAL COUNCIL, Eiser, en R. M. MOKHANEDI (nou QAYISO), Verweerder

Geliewe kennis te neem dat ter uitvoering van vonnis gegee deur die Landdros van Bloemfontein, sal verkoping van die volgende eiendom van bogemelde Verweerder plaasvind te Balju, Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, op Vrydag, 28 Januarie 2000 om 10:00:

Sekere Erf 16919, in die dorp Mangaung, en distrik Bloemfontein, groot 244 vierkante meter, gehou kragtens Titelakte TL19116/92.

Die woonhuis met buitegebou geleë te 16919 James Mandalsingel, Kagisanong, Bloemfontein.

Voorwaardes van verkoping:

- 1. 'n Deposito van 10% van die koopprys is betaalbaar in kontant op datum van verkoping.
- 2. Vir die balanskoopprys moet 'n goedgekeurde bank- of bougenootskapwaarborg binne 14 dae na datum van verkoping gelewer word.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju van die Landdroshof, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein op hierdie 14de dag van Desember 1999.

P. Wille, vir Rosendorff & Reitz Barry, Prokureur vir Eiser, Derdestraat 6, Bloemfontein.

Saak No. 25617/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Eiser, en Mev. JUDITH MARIA SUSANNA LUDICK, Verweerder

Ingevolge 'n vonnis gedateer 13 Augustus 1999 en 'n lasbrief vir eksekusie in die Landdroshof van Bloemfonein, sal die volgende eiendom per publieke veiling verkoop word op Woensdag, 2 Februarie 2000 om 10:00, te Derdestraat 6A, Westdene, Bloemfontein:

Sekere Eenheid 2, in die Deeltitelskema Anemoonhof, geleë te Bloemfontein, provinsie Vrystaat, groot 89 m², gehou kragtens Transportakte ST18218/94, en beter bekend as Anemoonhof Eenheid 2, Thos Leithstraat, Wilgehof, Bloemfontein.

Verbeterings: 'n Simplekswoning, welke eiendom gesoneer is vir woondoeleindes, bestaande uit twee slaapkamers, twee kombuise, familiekamer, twee sitkamers, badkamer, toilet, twee storte, vier motorafdakke en 'n stoorkamer.

Voorwaardes van verkoping:

- Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die Reëls daarkragtens uitgevaardig.
- 2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling.

Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 18% per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

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

Gedateer te Bloemfontein hierdie 17de dag van Desember 1999.

J. H. Conradie, Prokureur van Eksekusieskuldeiser, p.a. Rossouws Prokureurs, Pres. Reitzlaan 119, Westdene (Posbus 7595), Bloemfontein, 9300. [Tel. (051) 430-5870.]

Saak No. 38010/98

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen BLOEMFONTEIN TRANSITIONAL COUNCIL, Eiser, en T. J. TSHITSHI, Verweerder

Geliewe kennis te neem dat ter uitvoering van vonnis gegee deur die Landdros van Bloemfontein, sal verkoping van die volgende eiendom van bogemelde Verweerder plaasvind te Balju, Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, op Vrydag, 28 Januarie 2000 om 10:00:

Sekere Erf 1366, geleë in die dorp Mangaung, in die distrik Bloemfontein, groot 240 vierkante meter, gehou kragtens Titelakte T18916/95.

Die woonhuis met buitegebou geleë te 1366 Blomanda Phase 2, Mangaung, Bloemfontein.

Voorwaardes van verkoping:

- 1. 'n Deposito van 10% van die koopprys is betaalbaar in kontant op datum van verkoping.
- Vir die balanskoopprys moet 'n goedgekeurde bank- of bougenootskapwaarborg binne 14 dae na datum van verkoping gelewer word.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju van die Landdroshof, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein op hierdie 13de dag van Desember 1999.

P. Wille, vir Rosendorff & Reitz Barry, Prokureur vir Eiser, Derde Straat 6, Bloemfontein. (Verw. PW/mvdw/C58883.)

Saak No. 33676/98

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen BLOEMFONTEIN PLAASLIKE OORGANGSRAAD, Eiser, en L. J. VAN DER WESTHUIZEN, Verweerder

Geliewe kennis te neem dat ter uitvoering van vonnis gegee deur die Landdros van Bloemfontein, sal verkoping van die volgende eiendom van bogemelde Verweerder plaasvind te Balju, Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, op Vrydag, 28 Januarie 2000 om 10:00:

Sekere Erf 4420 (Bloemfontein-uitbreiding 22), geleë in die stad en distrik Bloemfontein, groot 1 037 vierkante meter, gehou kragtens Titelakte T2720/91.

Die woonhuis met buitegebou geleë te Wardenstraat 28, Noordhoek, Bloemfontein.

Voorwaardes van verkoping:

- 'n Deposito van 10% van die koopprys is betaalbaar in kontant op datum van verkoping.
- 2. Vir die balanskoopprys moet 'n goedgekeurde bank- of bougenootskapwaarborg binne 14 dae na datum van verkoping gelewer word.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju van die Landdroshof, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein op hierdie 13de dag van Desember 1999.

P. Wille, vir Rosendorff & Reitz Barry, Prokureur vir Eiser, Derde Straat 6, Bloemfontein. (Vrew. PW/mvdw/C56613.)

Saak No. 33800/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen BLOEMFONTEIN TRANSITIONAL COUNCIL, Eiser, en SELLO KLEINBOOI SEZANE, Eerste Verweerder, en KEGARINE LYDIA SEZANE, Tweede Verweerder

Geliewe kennis te neem dat ter uitvoering van vonnis gegee deur die Landdros, Bloemfontein, sal verkoping van die volgende eiendom van bogemelde Verweerder plaasvind te Balju, Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, op Vrydag, 28 Januarie 2000 om 10:00:

Sekere Erf 15613, geleë in die dorp Manguang, in die distrik Bloemfontein, groot 198 vierkante meter, gehou kragtens Titelakte TL9589/92.

Die woonhuis met buitegeboue geleë te 15613 Cicel Dibestraat, Kagisanong, Bloemfontein.

Voorwaardes van verkoping:

- 1. 'n Deposito van 10% van die koopprys is betaalbaar in kontant op datum van verkoping.
- Vir die balanskoopprys moet 'n goedgekeurde bank- of bougenootskapwaarborg binne 14 dae na datum van verkoping gelewer word.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju van die Landdroshof, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein op hierdie 13de dag van Desember 1999.

P. Wille, vir Rosendorff & Reitz Barry, Prokureur vir Eiser, Derde Straat 6, Bloemfontein. (Verw. PW/mvdw/C58890.)

Saak No. 36597/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen ABSA BANK BEPERK, Eiser, en S. L. MAPALING, 1ste Verweerder, en M. MAPALING, 2de Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, in die bogemelde saak sal 'n verkoping, sonder reserwe, gehou word te die Balju-kantore, Barnesstraat 5, Westdene, Bloemfontein, om 10:00 op Vrydag, 28 Januarie 2000 van die ondervermelde residensiële eiendom van die Verweerders op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Erf 3038, geleë in die dorp Ashbury (Uitbreiding 5), distrik Bloemfontein, groot 300 (drie honderd) vierkante meter. Sonering: Woondoeleindes.

Onderworpe aan sekere serwitute en voorwaardes, en gehou kragtens Transportakte T15545/95.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: Woning bestaande uit sitkamer, eetkamer, kombuis en badkamer.

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

Balju, Bloemfontein-Oos. (Tel. 447-3784.)

S. J. le Roux, vir Claude Reid Ingelyf, Prokureur vir Eiser, St Andrewstraat 165, Posbus 277, Bloemfontein. [Tel. (051) 447-9881.] (Verw. CLR/cb/P01000.)

Saak No. 36599/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU'TE BLOEMFONTEIN

In die saak tussen ABSA BANK BEPERK, Eiser, en Z. J. MAKHANDA, 1ste Verweerder, en M. E. MAKHANDA, 2de Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, in die bogemelde saak sal 'n verkoping, sonder reserwe, gehou word te die Balju-kantore, Barnesstraat 5, Westdene, Bloemfontein, om 10:00 op Vrydag, 28 Januarie 2000 van die ondervermelde residensiële eiendom van die Verweerders op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Erf 15663, Mangaung, distrik Bloemfontein, groot 198 (een honderd agt en negentig) vierkante meter.

Sonering: Woondoeleindes.

Onderworpe aan sekere serwitute en voorwaardes, en gehou kragtens Transportakte TL15681/92.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: Woning bestaande uit sitkamer, eetkamer, kombuis, twee slaapkamers en badkamer.

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

Balju, Bloemfontein-Oos. (Tel. 447-3784.)

S. J. le Roux, vir Claude Reid Ingelyf, Prokureur vir Eiser, St Andrewstraat 165, Posbus 277, Bloemfontein. [Tel. (051) 447-9881.] (Verw. CLR/cb/P00998.)

Saak No. 1992/99

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen ABSA BANK BEPERK, Eiser, en J. J. P. LABUSCHAGNE, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, in die bogemelde saak sal 'n verkoping, sonder reserwe, gehou word te die Balju-kantore, 19 Trust Bank Kamers, Sasolburg om 10:00 op Vrydag, 28 Januarie 2000 van die ondervermelde residensiële eiendom van die Verweerder op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Eenheid No. 48 in die gebou bekend as Villa de Sol, geleë te Vaal Park, distrik Sasolburg, sowel as 'n onverdeelde aandeel in die gemeenskaplike eiendom in die gebou, groot 73 (drie en sewentig) vierkante meter.

Sonering: Woondoeleindes.

Onderworpe aan sekere serwitute en voorwaardes, en gehou kragtens Transportakte ST14795/96.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: Woning bestaande uit ingangsportaal, sitkamer, kombuis, badkamer en twee slaapkamers.

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

Balju, Sasolburg. [Tel. (016) 976-0988.]

S. J. le Roux, vir Claude Reid Ingelyf, Prokureur vir Eiser, St Andrewstraat 165, Posbus 277, Bloemfontein. [Tel. (051) 447-9881.] (Verw. CLR/cb/P00370.)

Saak No. 36910/98

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen BLOEMFONTEIN PLAASLIKE OORGANGSRAAD, Eiser, en M. P. SEEKOEI, 1ste Verweerder, en W. M. SEEKOEI, 2de Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, in die bogemelde saak sal 'n verkoping, sonder reserwe, gehou word te die Balju-kantore, Barnesstraat 5, Westdene, Bloemfontein, om 10:00 op Vrydag, 28 Januarie 2000, van die ondervermelde residensiële eiendom van die Verweerders op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Erf 22701, Bloemfontein (Uitbreiding 147), distrik Bloemfontein, groot 760 (sewe honderd en sestig) vierkante meter.

Sonering: Woondoeleindes.

Onderworpe aan sekere serwitute en voorwaardes, en gehou kragtens Transportakte T3879/97.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: Woning bestaande uit twee slaapkamers, eetkamer, sitkamer, kombuis, twee badkamers, aparte toilet en motorhuis.

Terme: Die koper sal 10% van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingwaarborg binne een en twintig (21) dae na afloop van die veiling.

Die gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping en welke voorwaardes nagegaan kan word te die kantore van die Balju te Barnesstraat 5, Westdene, Bloemfontein gedurende kantoorure.

Balju, Bloemfontein-Oos. (Tel. 447-3784.)

S. J. le Roux/W98802, vir Claude Reid Ingelyf, Prokureur vir Eiser, St Andrewstraat 165, Posbus 277, Bloemfontein. [Tel. (051) 447-9881.] (Verw. CLR/cb/W98802.)

Saak No. 43315/98

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen BLOEMFONTEIN PLAASLIKE OORGANGSRAAD, Eiser, en F. S. MDUNGWANE, 1ste Verweerder, en T. P. MDUNGWANE, 2de Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, in die bogemelde saak sal 'n verkoping, sonder reserwe, gehou word te die Balju-kantore, Barnesstraat 5, Westdene, Bloemfontein, om 10:00 op Vrydag, 28 Januarie 2000, van die ondervermelde residensiële eiendom van die Verweerders op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Erf 16706, Mangaung, distrik Bloemfontein, groot 240 (twee honderd en veertig) vierkante meter.

Sonering: Woondoeleindes.

Onderworpe aan sekere serwitute en voorwaardes, en gehou kragtens Transportakte TL7454/91.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: Woning bestaande uit twee slaapkamers, sitkamer, kombuis en badkamer.

Terme: Die koper sal 10% van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingwaarborg binne een en twintig (21) dae na afloop van die veiling.

Die gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping en welke voorwaardes nagegaan kan word te die kantore van die Balju te Barnesstraat 5, Westdene, Bloemfontein gedurende kantoorure.

Balju, Bloemfontein-Oos. (Tel. 447-3784.)

S. J. le Roux/W99235, vir Claude Reid Ingelyf, Prokureur vir Eiser, St Andrewstraat 165, Posbus 277, Bloemfontein. [Tel. (051) 447-9881.] (Verw. CLR/cb/W99235.)

Saak No. 031830/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en MOSES L. B. MALITI, N.O., Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, in die bogemelde saak sal 'n verkoping, sonder reserwe, gehou word te die Balju-kantore, Barnesstraat 5, Westdene, Bloemfontein, om 10:00 op Vrydag, 28 Januarie 2000 van die ondervermelde residensiële eiendom van die Verweerder op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Erf 2481, geleë in die dorp Mangaung, Uitbreiding 11, distrik Bloemfontein, groot 125 (een honderd vyf en twintig) vierkante meter.

Sonering: Woondoeleindes.

Onderworpe aan sekere serwitute en voorwaardes, en gehou kragtens Transportakte T15849/96.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: Woning bestaande uit sitkamer, twee slaapkamers, badkamer en kombuis.

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

Balju, Bloemfontein-Oos. (Tel. 447-3784.)

S. J. le Roux, vir Claude Reid Ingelyf, Prokureur vir Eiser, St Andrewstraat 165, Posbus 277, Bloemfontein. [Tel. (051) 447-9881.] (Verw. CLR/cb/P00138.)

Saak No. 35416/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en M. J. RAKHALANE, N.O., Eerste Verweerder, en M. J. RAKHALANE, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogemelde saak sal 'n verkoping, sonder reserwe, gehou word te die Baljukantore, Barnestraat 5, Westdene, Bloemfontein, op Vrydag, 28 Januarie 2000 om 10:00, van die ondervemelde Residensiële eiendom van die Verweerders op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Erf 17115, Mangaung, distrik Bloemfontein, groot 420 (vierhonderd en twintig) vierkante meter.

Sonering: Woondoeleindes, onderworpe aan sekere serwitute en voorwaardes, en gehou kragtens Transportakte TL11504/91.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit woning bestaande uit sitkamer, eetkamer, drie slaapkamers, badkamer, aparte toilet en kombuis.

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

Balju, Bloemfontein-Oos. (Tel. 447-3784.)

S. J. le Roux, vir Claude Reid Ingelyf, Prokureur vir Eiser, St Andrewstraat 165 (Posbus 277), Bloemfontein. [Tel. (051) 447-9881.] (Verw. CLR/cb/P00380.)

Saak No. 16741/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen NEDCOR BANK BPK., Eiser, en JOHAN COSTAS TYRANNIS, Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof op 13 Oktober 1999 en lasbrief vir eksekusie daarna uitgereik sal die volgende eiendom in eksekusie verkoop word op 2 Februarie 2000 om 11:30, te die Perseel deur mnre. Ellenberger & Kahts, te wete:

Erf 16739 (Uitbreiding 111), Bloemfontein, geleë te William Trollipstraat 57, Heuwelsig, Bloemfontein, groot 338 vierkante meter, gehou kragtens Transportakte T10693/1987.

Verbeterings (nie gewaarborg): 'n Woning bestaande uit drie slaapkamers met ingeboude kaste, studeerkamer, twee badkamers met mat afwerking, kombuis, TV-kamer/woonkamer, eetkamer, sitkamer, twee motorhuise, afdak, teëldak, besproeiing, beton omheining, sekuriteit, alarm, plaveisel en diefwering.

Voorwaardes van verkoping:

- Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig;
- 2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 19% per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.
- Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Geteken te Bloemfontein op hierdie 8ste dag van Desember 1999.

J. M. Burger, vir Honey en Vennote Ing., Prokureur vir Eiser, Eerste Verdieping, Watervalsentrum, Aliwalstraat, Bloemfontein. [Tel. (051) 447-9191.

Case No. 15875/98

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

In the matter between BLOEMFONTEIN TRANSITIONAL LOCAL COUNCIL, Judgment Creditor, and W. T. and F. CLOETE, Judgment Debtors

In pursuance of a judgment granted on 5 June 1998 in the Bloemfontein Magistrate's Court under the above case number and under a warrant of execution issued thereafter, the immovable property listed hereunder, registered in the name of the Judgment Deptor will be sold in execution on 28 January 2000 at 10:00, at the offices of the Sheriff, Bloemfontein East at 5 Barnes Street, Westdene, Bloemfontein, to the highest bidder:

Description: Erf 4292, Heidedal Extension 10, Bloemfontein, in extent two hundred and seventy-four square metres, held by the Defendants in their names under Deed of Transfer T6493/1993 bonded to Nedcor Bank under Bond No. B5543/1993 in favour of Nedcor Bank.

Street address: 15 Steenbrassingel Bloemside, Bloemfontein.

- 1. All bids will be accepted and the purchaser shall pay a deposito of 10% of the purchase price in cash at the time of the sale. The balance of the purchase price will bear interest at the rate of 16,5% from date of sale to the date of registration.
- 2. The balance of the purchase price payable against transfer, is to be secured by a bank or building society guarantee approved by the Execution Creditor's attorney and to be furnished within fourteen (14) days after the sale.
- 3. The conditions of sale which will be read prior to the sale, will be available for inspection at the offices of the Plaintiff's attorney and the Sheriff of the Court, Bloemfontein-East, 5 Barnes Street, Bloemfontein.

Dated at Bloemfontein on this 8th day of December 1999.

S. B. Coetzee, for Lovius-Block, Ground Floor, Standard Bank House, 15A West Burger Street, Bloemfontein. [Tel. (051) 430-3874.] (Ref. SBC/cdj/M 400/98.)

Case No. 14880/99

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

In the matter between BLOEMFONTEIN TRANSITIONAL LOCAL COUNCIL, Judgment Creditor, and M. NTLOKO, Judgment Debtor

In pursuance of judgment granted on 24 May 1999 in the Bloemfontein Magistrate's Court under the above case number and under a warrant of execution issued thereafter, the immovable property listed hereunder, registered in the name of the Judgment Debtor will be sold in execution on 28 January 2000 at 10:00, at the offices of the Sheriff, Bloemfontein East, 5 Barnes Street, Westdene, Bloemfontein, to the highest bidder:

Description: Erf 16858, Mangaung, Bloemfontein, in extent two hundred and fourty square metres, held by the Defendant in his name under Deed of Transfer TL9002/1991 bonded to Standard bank under Bond BL8848/1991 in favour of Standard Bank.

Street address: 16858 James Mandla Crescent, Kagisanong, Mangaung, Bloemfontein.

- 1. All bids will be accepted and the purchaser shall pay a deposito of 10% of the purchase price in cash at the time of the sale. The balance of the purchase price will bear interest at the rate of 16,5% from date of sale to the date of registration.
- 2. The balance of the purchase price payable against transfer, is to be secured by a bank or building society guarantee approved by the Execution Creditor's attorney and to be furnished within fourteen (14) days after the sale.
- 3. The conditions of sale which will be read prior to the sale, will be available for inspection at the offices of the Plaintiff's attorney and the Sheriff of the Court, Bloemfontein-East, 5 Barnes Street, Bloemfontein.

Dated at Bloemfontein on this 8th day of December 1999.

S. B. Coetzee, for Lovius-Block, Ground Floor, Standard Bank House, 15A West Burger Street, Bloemfontein. [Tel. (051) 430-3874.] (Ref. SBC/cdj/M 1709/98.)

Case No. 23390/97

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

In the matter between BLOEMFONTEIN TRANSITIONAL LOCAL COUNCIL, Judgment Creditor, and L. BUFFEL, Judgment Debtors

In pursuance of judgment granted on 21 October 1997 in the Bloemfontein Magistrate's Court under the above case number and under a warrant of execution issued thereafter, the immovable property listed hereunder, registered in the name of the Judgment Debtor will be sold in execution on 28 January 2000 at 10:00, at the offices of the Sheriff, Bloemfontein East, 5 Barnes Street, Westdene, Bloemfontein, to the highest bidder:

Description: Erf 2778, Ashbury Extension 5, Bloemfontein, in extent three hundred and fourty-two square metres, held by the Defendant in his name under Deed of Transfer T9066/1983.

Street address: 76 Gousblom Street, Heidedal, Bloemfontein.

- 1. All bids will be accepted and the purchaser shall pay a deposito of 10% of the purchase price in cash at the time of the sale. The balance of the purchase price will bear interest at the rate of 16,5% from date of sale to the date of registration.
- 2. The balance of the purchase price payable against transfer, is to be secured by a bank or building society guarantee approved by the Execution Creditor's attorney and to be furnished within fourteen (14) days after the sale.
- 3. The conditions of sale which will be read prior to the sale, will be available for inspection at the offices of the Plaintiff's attorney and the Sheriff of the Court, Bloemfontein-East, 5 Barnes Street, Bloemfontein.

Dated at Bloemfontein on this 8th day of December 1999.

S. B. Coetzee, for Lovius-Block, Ground Floor, Standard Bank House, 15A West Burger Street, Bloemfontein. [Tel. (051) 430-3874.] (Ref. SBC/cdj/M 862/97.)

Case No. 2989/99

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

In the matter between BLOEMFONTEIN TRANSITIONAL LOCAL COUNCIL, Judgment Creditor, and D. L. FINGER, Judgment Debtor

In pursuance of judgment granted on 18 March 1999 in the Bloemfontein Magistrate's Court under the above case number and under a warrant of execution issued thereafter, the immovable property listed hereunder, registered in the name of the Judgment Debtor will be sold in execution on 28 January 2000 at 10:00, at the offices of the Sheriff, Bloemfontein East at 5 Barnes Street, Westdene, Bloemfontein, to the highest bidder:

Description: Erf 15537, Mangaung, Bloemfontein, in extent two hundred and thirty-one square metres, held by the Defendant in his name under Deed of Transfer TL8674/1993 bonded to EP Building Society under Bond BL7402/1993 in favour of EP Building Society.

Street address: 15537 Andrew Nche Road, Kagisanong, Mangaung, Bloemfontein.

- 1. All bids will be accepted and the purchaser shall pay a deposito of 10% of the purchase price in cash at the time of the sale. The balance of the purchase price will bear interest at the rate of 16,5% from date of sale to the date of registration.
- 2. The balance of the purchase price payable against transfer, is to be secured by a bank or building society guarantee approved by the Execution Creditor's attorney and to be furnished within fourteen (14) days after the sale.
- 3. The conditions of sale which will be read prior to the sale, will be available for inspection at the offices of the Plaintiff's attorney and the Sheriff of the Court, Bloemfontein-East, 5 Barnes Street, Bloemfontein.

Dated at Bloemfontein on this 7th day of December 1999.

S. B. Coetzee, for Lovius-Block, Ground Floor, Standard Bank House, 15A West Burger Street, Bloemfontein. [Tel. (051) 430-3874.] (SBC/cdj/M 1674/98.)

Case No. 37886/98

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

In the matter between BLOEMFONTEIN TRANSITIONAL LOCAL COUNCIL, Judgment Creditor, and T. E. TAU, Judgment Debtor

In pursuance of judgment granted on 28 June 1999 in the Bloemfontein Magistrate's Court under the above case number and under a warrant of execution issued thereafter, the immovable property listed hereunder, registered in the name of the Judgment Debtor will be sold in execution on 28 January 2000 at 10:00, at the offices of the Sheriff Bloemfontein East, 5 Barnes Street, Westdene, Bloemfontein, to the highest bidder:

Description: 22695 Bloemfontein Extension 147, Bloemfontein, in extent seven hundred and sixty square metres, held by the Defendant in his name under Deed of Transfer T23640/1995, bonded to Saambou Bank under Bond B19592/1995 in favour of Saambou Bank.

Street address: 102 Kiepersol Crescent, Lourierpark, Bloemfontein.

- 1. All bids will be accepted and the purchaser shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The balance of the purchase price will bear interest at the rate of 16,5% from date of sale to date of registration.
- 2. The balance of the purchase price payable against transfer, is to be secured by a bank or building society guarantee approved by the Execution Creditor's attorney and to be furnished within fourteen (14) days after the sale.
- 3. The conditions of sale which will be read prior to the sale, will be available for inspection at the offices of the Plaintiff's attorney and the Sheriff of the Court, Bloemfontein East, 5 Barnes Street, Bloemfontein.

Dated at Bloemfontein this 7th day of December 1999.

S. B. Coetzee, for Lovius-Block, Ground Floor, Standard Bank House, 15A West Burger Street, Bloemfontein. [Tel. (051) 430-3874.] (Ref. SBC/cdj/M 1330/98.)

Case No. 3745/99

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

In the matter between BLOEMFONTEIN TRANSITIONAL LOCAL COUNCIL, Judgment Creditor, and M. J. SAKANE, Judgment Debtor

In pursuance of judgment granted on 6 March 1999 in the Bloemfontein Magistrate's Court under the above case number and under a warrant of execution issued thereafter, the immovable property listed hereunder, registered in the name of the Judgment Debtor will be sold in execution on 28 January 2000 at 10:00, at the offices of the Sheriff Bloemfontein East, 5 Barnes Street, Westdene, Bloemfontein, to the highest bidder:

Description: Erf 18446, Mangaung, Bloemfontein, in extent two hundred and fifty square metres, held by the Defendant in his name under Deed of Transfer TL5266/1990, bonded to Saambou Bank under Bond BL5719/1990 in favour of Saambou Bank.

Street address: 18446 Rapitse Rathebe Street, Kagisanong, Mangaung, Bloemfontein.

- 1. All bids will be accepted and the purchaser shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The balance of the purchase price will bear interest at the rate of 16,5% from date of sale to date of registration.
- 2. The balance of the purchase price payable against transfer, is to be secured by a bank or building society guarantee approved by the Execution Creditor's attorney and to be furnished within fourteen (14) days after the sale.
- 3. The conditions of sale which will be read prior to the sale, will be available for inspection at the offices of the Plaintiff's attorney and the Sheriff of the Court, Bloemfontein East, 5 Barnes Street, Bloemfontein.

Dated at Bloemfontein this 8th day of December 1999.

S. B. Coetzee, for Lovius-Block, Ground Floor, Standard Bank House, 15A West Burger Street, Bloemfontein. [Tel. (051) 430-3874.] (Ref. SBC/cdj/M 1824/98.)

Case No. 44962/98

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

In the matter between BLOEMFONTEIN TRANSITIONAL LOCAL COUNCIL, Judgment Creditor, and S. TSIANE, Judgment Debtor

In pursuance of judgment granted on 22 January 1999 in the Bloemfontein Magistrate's Court under the above case number and under a warrant of execution issued thereafter, the immovable property listed hereunder, registered in the name of the Judgment Debtor will be sold in execution on 28 January 2000 at 10:00, at the offices of the Sheriff Bloemfontein East, 5 Barnes Street, Westdene, Bloemfontein, to the highest bidder:

Description: 16021 Mangaung, Bloemfontein, in extent two hundred and ninety-four square metres, held by the Defendant in his name under Deed of Transfer TL1828/1992, bonded to Standard Bank under Bond BL1496/1992 in favour of Standard Bank.

Street address: 1602 Sidwel Koloko Street, Kagisanong, Mangaung, Bloemfontein.

- 1. All bids will be accepted and the purchaser shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The balance of the purchase price will bear interest at the rate of 16,5% from date of sale to date of registration.
- 2. The balance of the purchase price payable against transfer, is to be secured by a bank or building society guarantee approved by the Execution Creditor's attorney and to be furnished within fourteen (14) days after the sale.
- 3. The conditions of sale which will be read prior to the sale, will be available for inspection at the offices of the Plaintiff's attorney and the Sheriff of the Court, Bloemfontein East, 5 Barnes Street, Bloemfontein.

Dated at Bloemfontein this 1st day of December 1999.

S. B. Coetzee, for Lovius-Block, Ground Floor, Standard Bank House, 15A West Burger Street, Bloemfontein. [Tel. (051) 430-3874.] (Ref. SBC/cdj/M 1803/98.)

Case No. 14881/99

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

In the matter between BLOEMFONTEIN TRANSITIONAL LOCAL COUNCIL, Judgment Creditor, and M. A. MOFOKENG, Judgment Debtor

In pursuance of judgment granted on 24 May 1999 in the Bloemfontein Magistrate's Court under the above case number and under a warrant of execution issued thereafter, the immovable property listed hereunder, registered in the name of the Judgment Debtor will be sold in execution on 28 January 2000 at 10:00, at the offices of the Sheriff Bloemfontein East, 5 Barnes Street, Westdene, Bloemfontein, to the highest bidder:

Description: 17181 Mangaung, Bloemfontein, in extent four hundred and nine square metres, held by the Defendant in his name under Deed of Transfer TL8553/1991, bonded to Eskom Finance Co. (Pty) Ltd, under Bond BL8374/1991, in favour of Eskom Finance Co. (Pty) Ltd.

Street address: 17181 Blomanda Phase 2, Mangaung, Bloemfontein.

- 1. All bids will be accepted and the purchaser shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The balance of the purchase price will bear interest at the rate of 16,5% from date of sale to date of registration.
- 2. The balance of the purchase price payable against transfer, is to be secured by a bank or building society guarantee approved by the Execution Creditor's attorney and to be furnished within fourteen (14) days after the sale.
- 3. The conditions of sale which will be read prior to the sale, will be available for inspection at the offices of the Plaintiff's attorney and the Sheriff of the Court, Bloemfontein East, 5 Barnes Street, Bloemfontein.

Dated at Bloemfontein this 1st day of December 1999.

S. B. Coetzee, for Lovius-Block, Ground Floor, Standard Bank House, 15A West Burger Street, Bloemfontein. [Tel. (051) 430-3874.] (Ref. SBC/cdj/M 1698/98.)

Case No. 11696/98

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

In the matter between BLOEMFONTEIN TRANSITIONAL LOCAL COUNCIL, Judgment Creditor, and H. S. PELSER, Judgment Debtor

In pursuance of judgment granted on 7 May 1998 in the Bloemfontein Magistrate's Court under the above case number and under a warrant of execution issued thereafter, the immovable property listed hereunder, registered in the name of the Judgment Debtor will be sold in execution on 28 January 2000 at 10:00, at the offices of the Sheriff Bloemfontein East, 5 Barnes Street, Westdene, Bloemfontein, to the highest bidder:

Description: Erf 4290 Extension 22, District of Bloemfontein, in extent one thousand and thirty-five square metres, held by the Defendant in his name under Deed of Transfer T7769/1987, under Bond B14129/1997 ad B14677/1995 in favour of ABSA Bank.

Street address: 21 Rotterdam Street, Noordhoek, Bloemfontein.

- 1. All bids will be accepted and the purchaser shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The balance of the purchase price will bear interest at the rate of 16,5% from date of sale to date of registration.
- 2. The balance of the purchase price payable against transfer, is to be secured by a bank or building society guarantee approved by the Execution Creditor's attorney and to be furnished within fourteen (14) days after the sale.
- 3. The conditions of sale which will be read prior to the sale, will be available for inspection at the offices of the Plaintiff's attorney and the Sheriff of the Court, Bloemfontein East, 5 Barnes Street, Bloemfontein.

Dated at Bloemfontein this 1st day of December 1999.

S. B. Coetzee, for Lovius-Block, Ground Floor, Standard Bank House, 15A West Burger Street, Bloemfontein. [Tel. (051) 430-3874.] (Ref. SBC/cdj/M120/98.)

Case No. 17086/98

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

In the matter between BLOEMFONTEIN TRANSITIONAL LOCAL COUNCIL, Judgment Creditor, and N. W. and G. N. TUKANI, Judgment Debtors

In pursuance of judgment granted on 22 September 1998 in the Bloemfontein Magistrate's Court under the above case number and under a warrant of execution issued thereafter, the immovable property listed hereunder, registered in the name of the Judgment Debtor will be sold in execution on 28 January 2000 at 10:00, at the offices of the Sheriff Bloemfontein East, 5 Barnes Street, Westdene, Bloemfontein, to the highest bidder:

Description: Erf 4284, Extension 10, Heidedal, Bloemfontein, in extent two hundred and sixty three square metres, held by the Defendants in their names under Deed of Transfer T8433/1995, bonded to Saambou Bank under Bond No. B6020/1995 in favour of Saambou Bank.

Street address: Steenbrassingel 57, Bloemside, Bloemfontein.

- 1. All bids will be accepted and the purchaser shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The balance of the purchase price will bear interest at the rate of 16,5% from date of sale to date of registration.
- 2. The balance of the purchase price payable against transfer, is to be secured by a bank or building society guarantee approved by the Execution Creditor's attorney and to be furnished within fourteen (14) days after the sale.
- 3. The conditions of sale which will be read prior to the sale, will be available for inspection at the offices of the Plaintiff's attorney and the Sheriff of the Court, Bloemfontein East, 5 Barnes Street, Bloemfontein.

Dated at Bloemfontein this 2nd day of December 1999.

S. B. Coetzee, for Lovius-Block, Ground Floor, Standard Bank House, 15A West Burger Street, Bloemfontein. [Tel. (051) 430-3874.] (Ref. SBC/cdj/M396/98.)

Saak No. 5653/99

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

In die saak tussen STANDARD BANK VAN SA BEPERK, Eksekusieskuldeiser, en MACHIEL CHRISTOFFEL ERASMUS, en AMANDA ERASMUS, Eksekusieskuldenaars

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 18 November 1999 sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof, op 28 Januarie 2000 om 10:00, by die kantore van die Balju, Kamer 19, Trust Bankgebou, Fichardtstraat, Sasolburg:

Beskrywing: Erf 5253, geleë in die dorp Sasolburg-uitbreiding 5, distrik Parys, groot 867 (agthonderd sewe-en-sestig) vierkante meter.

Verbeterings: Woonhuis met buitegeboue. Die straatadres van die eiendom is Fickstraat 8, Sasolburg.

Voorwaardes:

- 1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944 en die Reëls daaronder uitgevaardig, die voorwaardes bevat in die Akte/s van Transport, en sal verkoop word aan die hoogste bieder sonder enige reserwe.
- 2. Die koper sal aan die Balju 10% van die koopprys betaal onmiddellik na die ondertekening van die verkoopvoorwaardes en hom ook voorsien van 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf die datum van die verkoop vir die balans van die koopprys.
- 3. Die Eksekusieskuldeiser sal die verskaffing van 'n lening tot hoogstens 90% van die koopprys van die eiendom aan 'n goedgekeurde koper, gunstig oorweeg, en reëlings moet met die Eksekusieskuldeiser getref word vir die verkoping.
- 4. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantoor van die Balju van die Landdroshof gedurende kantoorure en sal ook uitgelees word voor die eiendom opgeveil word.

Gedateer te Vereeniging op hierdie 29ste dag van November 1999.

M. M. P. Swanepoel, vir Steyn Lyell & Marais, Tweede Verdieping, Steyn Lyell en Maraisgebou, Lesliestraat 21 (Posbus 83), Vereeniging. [Tel. (016) 421-4471.] (Verw. mev. Harmse/L. Erasmus.)

Case No. 2407/97 PH 416

IN THE HIGH COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and JACOBS, WENDY, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Sasolburg, at Trust Bank Building, Room 19, Fichardt Street, Sasolburg, on 28 January 2000 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Erf 617, Vaalpark, Registration Division, Parys, Province of Gauteng, held under Deed of Transfer T11261/1994, situated at 19 Schoeman Street, Vaalpark, area 1 983 square metres.

Improvements (not guaranteed): Three bedrooms, two bathrooms, kitchen, lounge, dining-room, TV-room, study and family room.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% of the purchase price: The balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges are payable and calculated at 5% on the proceeds of the sale up to a price of R30 000 and thereafter 3% to a maximum fee of R7 000 and a minimum of R260.

Dated at Johannesburg on this 30th day of November 1999.

Biccari, Bollo & Mariano, Plaintiff's Attorneys, 112 Oxford Road (P.O. Box 92441), Houghton Estate, Norwood, 2117. (Tel. 880-9002/3/4.) (Ref. A. Bollo/sf/N984.)

Saak No. 26484/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen NEDCOR BANK BEPERK, Eiser, en MABOTHE JOHN LEHARE, Verweerder

Ingevolge 'n vonnis gelewer op 30 Augustus 1999, in die Bloemfontein Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die goedere hieronder beskryf in eksekusie verkoop op 28 Januarie 2000 om 10:00, te Baljukantoor, Barnesstraat 5, Bloemfontein, aan die hoogste bieër:

Sekere Erf 4551 (Uitbreiding 10), Heidedal, distrik Bloemfontein (ook bekend as Galjoenstraat 61, Bloemfontein), groot 302 vierkante meter, gehou kragtens Akte van Transport T19527/1993 onderworpe aan sekere voorwaardes en meer spesiaal onderworpe aan die reservering van minerale regte en 'n terugvallingsreg.

Verbeterings: Enkelverdiepingwoonhuis gesoneer vir woondoeleindes alleenlik met twee slaapkamers, badkamer, kombuis en sitkamer.

Die koper moet afslaersgelde, BTW asook 10% van die koopprys in kontant betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprys binne 14 (veertien) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bankwaarborg of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju van die Landdroshof, Bloemfontein-Oos, nagesien word.

Gedateer te Bloemfontein op hierdie 4de dag van Januarie 2000.

G. B. A. Gerdener, for McIntyre & Van der Post Prokureurs, Eiser se Prokureur, Barnesstraat 12, Arboreturn, Bloemfontein. (Verw. GCL 092.)

Saak No. 1659/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen STANDARD BANK OF SA BEPERK, Eksekusieskuldeiser, en PIETER ANDRIES THERON, Eksekusieskuldenaar

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 7 April 1999 sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof op 28 Januarie 2000 om 10:00, by die kantore van die Balju, Kamer 19, Trust Bankgebou, Fichardstraat, Sasolburg:

Beskrywing: Erf 692, geleë in die dorp Vaal Park, distrik Parys, groot 1 041 (eenduisend een-en-veertig) vierkante meter.

Verbeterings: Woonhuis met buitegeboue.

Die straatadres van die eiendom is Malutilaan 41, Vaalpark, Sasolburg.

Voorwaardes:

- 1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, en die Reëls daaronder uitgevaardig, die voorwaardes bevat in die akte/s van transport, en sal verkoop word aan die hoogste bieder sonder enige reserwe.
- 2. Die koper sal aan die Balju 10% van die koopprys betaal onmiddellik na die ondertekening van die verkoopvoorwaardes en hom ook voorsien van 'n bank- of bouverenigingwaarborg binne (14) veertien dae vanaf die datum van die verkoop vir die balans van die koopprys.
- 3. Die Eksekusieskuldeiser sal die verskaffing van 'n lening tot hoogstens 90% van die koopprys van die eiendom aan 'n goedgekeurde koper, gunstig oorweeg, en reëlings moet met die Eksekusieskuldeiser getref word vir die verkoping.
- 4. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantoor van die Balju van die Landdroshof gedurende kantoorure en sal ook uitgelees word voor die eiendom opgeveil word.

Gedateer te Vereeniging op hierdie 14de dag van Desember 1999.

M. M. P. Swanepoel, vir Steyn Lyell & Marais, Tweede Verdieping, Steyn Lyell & Maraisgebou, Lesliestraat 21 (Posbus 83), Vereeniging, [Tel. (016) 421-4471.] (Verw. mev. Harmse/L. Erasmus.)

Saak No. 865/99

IN DIE LANDDROSHOF VIR DIE DISTRIK LADYBRAND GEHOU TE LADYBRAND

In die saak tussen NEDCOR BANK BEPERK, Eiser, en MOLEFI ANDRIES KANTIN, Verweerder

Kragtens 'n vonnis van bogemelde Agbare Hof en lasbrief vir eksekusie gedateer 27 September 1999 sal die ondervermelde eiendom per publieke veiling vir kontant op die 28 Januarie 2000 om 11:00, te Landdroshof, Ladybrand aan die hoogste bieër verkoop word, naamlik:

Erf 2195, dorp Manyatseng (Uitbreiding 2), distrik Ladybrand, provinsie Vrystaat, groot 400 (vierhonderd) vierkante meter, gehou kragtens Transportakte T15551/1998.

Die belangrikste voorwaardes van verkoping:

- (a) Die eiendom sal sonder 'n reserwe prys verkoop word, maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser binne tien dae na datum van veiling.
- (b) Die koper moet 'n deposito van 10% van die koopprys kontant op die dag van verkoping betaal, die balans is betaalbaar teen transport en verseker te word teen 'n aanvaarbare waarborg van 'n bank en/of bougenootskap wat deur Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 14 dae na datum van verkoping verskaf te word.
- (c) Die koper sal verder verantwoordelik wees vir die betaling van rente op die koopsom bereken teen 15,5% per jaar vanaf datum van verkoping tot datum van betaling, beide datums ingesluit. Die koper moet ook afslaersgelde op datum van verkoping betaal asook hereregte, transportkoste en alle agterstallige belastings en ander heffings en uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser.
- (d) Die Eksekusieskuldeiser en/of die Eksekusieskuldeiser se prokureur en/of die Balju waarborg geensins enige inligting hierin vermeld.
- (e) Die verkoopvoorwaardes is ter insae by die kantore van die Balju, Ladybrand en/of te die prokureurs vir die Eiser te Du Toit, Louw & Bezuidenhout, Old Grand Hotelgebou, Joubertstraat 9, Ladybrand.

Geteken te Ladybrand op hierdie 4de dag van Januarie 2000.

Aan: Die Balju, Ladybrand.

Du Toit, Louw & Bezuidenhout, Prokureur vir Eiser, Joubertstraat 9, Ladybrand. (Verw. mnr. F. Steyn/FIN037.)

Saak No. 931/99

IN DIE LANDDROSHOF VIR DIE DISTRIK LADYBRAND GEHOU TE LADYBRAND

In die saak tussen NEDCOR BANK BEPERK, Eiser, en MESHACK TSHOKOLO METSING, Verweerder

Kragtens 'n vonnis van bogemelde Agbare Hof gedateer 2 November 1999 en lasbrief vir eksekusie gedateer 3 November 1999 sal die ondervermelde eiendom per publieke veiling vir kontant op 28 Januarie 2000 om 11:00, te Landdroshof, Ladybrand aan die hoogste bieër verkoop word, naamlik:

Erf 2295, dorp Manyatseng (Uitbreiding 2), distrik Ladybrand, provinsie Vrystaat, groot 352 (driehonderd twee-en-vyftig) vierkante meter, gehou kragtens Transportakte T3099/1998.

Die belangrikste voorwaardes van verkoping:

- (a) Die eiendom sal sonder 'n reserwe prys verkoop word, maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser binne tien dae na datum van veiling.
- (b) Die koper moet 'n deposito van 10% van die koopprys kontant op die dag van verkoping betaal, die balans is betaalbaar teen transport en verseker te word teen 'n aanvaarbare waarborg van 'n bank en/of bougenootskap wat deur Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 14 dae na datum van verkoping verskaf te word.
- (c) Die koper sal verder verantwoordelik wees vir die betaling van rente op die koopsom bereken teen 15,5% per jaar vanaf datum van verkoping tot datum van betaling, beide datums ingesluit. Die koper moet ook afslaersgelde op datum van verkoping betaal asook hereregte, transportkoste en alle agterstallige belastings en ander heffings en uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser.
- (d) Die Eksekusieskuldeiser en/of die Eksekusieskuldeiser se prokureur en/of die Balju waarborg geensins enige inligting hierin vermeld.
- (e) Die verkoopvoorwaardes is ter insae by die kantore van die Balju, Ladybrand en/of te die prokureurs vir die Eiser te Du Toit, Louw & Bezuidenhout, Old Grand Hotelgebou, Joubertstraat 9, Ladybrand.

Geteken te Ladybrand op hierdie 4de dag van Januarie 2000.

Aan: Die Balju, Ladybrand.

Du Toit, Louw & Bezuidenhout, Prokureur vir Eiser, Joubertstraat 9, Ladybrand. (Verw. mnr. F. Steyn/FIN037.)

Saak No. 2232/97

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHLEHEM GEHOU TE BETHLEHEM

In die saak tussen NEDCOR BANK BEPERK, Eiser, en LOURENS SCHEEPERS, Verweerder

Ten uitvoerlegging van 'n vonnis van bogenoemde Agbare Hof gedateer 29 Mei 1998 en 'n lasbrief tot eksekusie gedateer 29 Mei 1998, sal 'n verkoping van die volgende eiendom van die bogenoemde Verweerder voor die Landdroskantoor, Bethlehem gehou word om 28 Januarie 2000 om 12:00, naamlik:

Erf: Deel 7, op Deelplan SS38/1992, Cambridgestraat 192, bekend as The Village, geleë in die dorp en distrik Bethlehem, provinsie Vrystaat, groot 268.

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

Die eiendom sal aan die hoogste bieder verkoop word sonder reserwe en die voorwaardes van verkoop lê ter insae by die kantore van Hattingh Marais, Prokureurs vir die Eiser, Theronstraat 3, Bethlehem asook by die Balju vir die Landdroshof, Hoogstraat, Bethlehem.

Geteken te Bethlehem op hierdie 14de dag van Desember 1999.

Balju van die Landdroshof, Bethlehem.

Hattingh Marais, Prokureurs vir Eiser, Theronstraat 3, Bethlehem, 9700.

Saak No. 2815/98

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHLEHEM GEHOU TE BETHLEHEM

In die saak tussen NEDCOR BANK BEPERK, Eiser, en LOURENS SCHEEPERS, Verweerder

Ter uitvoering van 'n vonnis van bogenoemde Agbare Hof gedateer 29 Mei 1998 en 'n lasbrief tot eksekusie gedateer 29 Mei 1998, sal 'n verkoping van die volgende eiendom van die bogenoemde Verweerder voor die Landdroskantoor, Bethlehem, gehou word op 21 Januarie 2000 om 12:00, naamlik:

Deel 7 op Deelplan SS38/1992, Cambridgestraat 192, bekend as The Village, geleë in die dorp en distrik Bethlehem, provinsie Vrystaat, groot 268 vierkante meter.

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

Die eiendom sal aan die hoogste bieder verkoop word sonder reserwe en die voorwaardes van verkoop lê ter insae by die kantore van Hattingh Marais, Prokureurs vir die Eiser, Theronstraat 3, Bethlehem, asook by die Balju vir die Landdroshof, Hoogstraat, Bethlehem.

Geteken te Bethlehem op hierdie 14de dag van Desember 1999.

Balju vir die Landdroshof, Bethlehem.

Hattingh Marais, Prokureurs vir Eiser, Theronstraat 3, Bethlehem, 9700.

Saak No. 16332/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen NEDCOR BANK BEPERK, Eiser, en ABRAM AZAEL BOOKHOLANE, Eerste Verweerder, en LUCIA MPAI BOOKHOLANE, Tweede Verweerder

Ingevolge 'n vonnis gelewer op 9 Junie 1999, in die Bloemfontein, Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die goedere hieronder beskryf in eksekusie verkoop op 28 Januarie 2000 om 10:00, te Barnesstraat 5, Bloemfontein, aan die hoogste bieër:

Sekere Erf 1727, Ashbury (Uitbreiding 3), distrik Bloemfontein (ook bekend as Pieter Ewertsestraat 70, Ashbury, Bloemfontein), groot 356 vierkante meter, gehou kragtens Akte van Transport T00002/1998, onderworpe aan sekere

voorwaardes daarin vervat.

Verbeterings: Enkelverdiepingwoonhuis gesoneer vir slegs woondoeleindes met drie slaapkamers, badkamer, drie ander vertrekke en motorhuis.

Die koper moet afslaersgelde, BTW asook 10% van die koopprys in kontant betaal op die dag van die verkoping van die eiendom en moet vir die balans van die koopprys binne 14 (veertien) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bankwaarborg of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju van die Landdroshof, Bloemfontein-Oos, nagesien word.

Gedateer te Bloemfontein op hierdie 21ste dag van Desember 1999.

G. B. A. Gerdener, vir McIntyre & Van der Post Prokueurs, Eiser se Prokureur, Barnesstraat 12, Arboretum, Bloemfontein. (Verw. GCB090.)

Saak No. 599/99

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen NEDCOR BANK BEPERK, Eiser, en MOTHIBEDI KROUSE IKANENG, Verweerder

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief tot geregtelike verkoping gedateer 19 Maart 1999, sal die ondervermelde eiendom op 28 Januarie 2000 om 10:00, te die Baljukantore, Kamer 19, Trust Bankgebou, Fichardtstraat, Sasolburg, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere Erf 1384, geleë in die dorp Sasolburg (Uitbreiding 1), distrik Parys, provinsie Vrystaat (ook bekend as Rouxstraat 14, Sasolburg), groot 744 vierkante meter, gehou kragtens Akte van Transport T8658/1991, onderworpe aan die voorwaardes daarin vervat en meer spesiaal onderworpe aan die reservering van minerale regte, bestaande uit enkelverdiepingwoonhuis gesoneer slegs vir woondoeleindes bestaande uit twee slaapkamers, twee ander vertrekke en badkamer.

Die koper moet afslaersgelde, BTW asook 10% van die koopprys in kontant betaal op die dag van die verkoping van die eiendom en moet vir die balans van die koopprys binne 14 (veertien) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Hooggeregshof te Sasolburg, nagesien word.

Gedateer te Bloemfontein op hierdie 1ste dag van Desember 1999.

G. B. A. Gerdener, vir McIntyre & Van der Post, Eiser se Prokureur, Barnesstraat 12 (Posbus 540), Bloemfontein, 9300. [Tel. (051) 505-0200.] (Verw. G. B. A. Gerdener/edvw/GCI003.)

Case No. 25284/99

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and ANDRIES ALBERTUS DENUYSCHEN, 1st Defendant, and CHARLENE DENUYSCHEN, 2nd Defendant

A sale in execution of the undermentioned property is to be held without reserve at the offices of the Sheriff, 19 Trust Bank Chambers, Fichardt Street, Sasolburg, on 28 January 2000 at 10:00.

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

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

Property: Erf 12249, situated in the Town Sasolburg Ext. 12, District Parys, Province of The Free State, known as 15 Adam Street, Sasolburg Ext. 12.

Improvements: 3 Bedrooms, bathroom, kitchen, 2 living rooms and garage with servant's quarters.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/ELR/GT6406.)

Saak No. 1880/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BOTHAVILLE GEHOU TE BOTHAVILLE

In die saak tussen ABSA BANK BEPERK, Eiser, en JUANITA SARAH BEKKER, 1ste Verweerder, en BAREND JOHANNES MATTHEUS BEKKER, 2de Verweerder

Ingevolge 'n vonnis gelewer op 8 November 1999 in die Bothaville Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 2 Februarie 2000 om 17:00, te Baljukantoor, Presidentstraat 90, Bothaville, aan die hoogste bieër:

Beskrywing: Erf 65, geleë in die dorp Meyerhof, distrik Bothaville, Provinsie Vrystaat, groot een duisend twee honderd en sewe (1 207) vierkante meter, gehou kragtens Akte van Transport T21801/96.

Straatadres: Mimosastraat 22, Meyerhof, Bothaville.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit woonhuis met buitegeboue.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Presidentstraat 90, Bothaville.

Gedateer te Kroonstad op hierdie 6de dag van Januarie 2000.

D. J. Gresse, vir Botha Yazbek & Jooste, Eiser se Prokureur, Hillstraat 51, Kroonstad, 9499; Posbus 51, Kroonstad, 9500. [Tel. (056) 212-3313.] (Verw. mnr. D. J. Gresse/CVW/A00058.)

Adres van Verweerders: Juanita Sarah Bekker, plaas Gewaagd, Frankfort.

Saak No. 5970/99

IN DIE LANDDROSHOF VIR DIE DISTRIK KROONSTAD GEHOU TE KROONSTAD

In die saak tussen ABSA BANK BEPERK, Eiser, en LEFU DAVID HLAHANE, Verweerder

Ingevolge 'n vonnis gelewer op 21 Oktober 1999, in die Kroonstad Landdroshof en 'n lasbrief van eksekusie, daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 3 Februarie 2000 om 10:30, te Baljukantore, Crossstraat, Kroonstad, aan die hoogste bieër:

Beskrywing: Perseelnommer 2598, Seeisoville Uitbreiding 1, Distrik Kroonstad, Provinsie Vrystaat, groot drie honderd en vyftig (350) vierkante meter, gehou kragtens Sertifikaat van Reg van Huurpag TL3593/88.

Straatadres: 2598 Seeisoville, Kroonstad.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit drie slaapkamer woonhuis met enkelmotorhuis.

- 1. Die verkoping is onderhewig aan die terme en voorwaardes van die Wet op Landdroshowe en die reëls daarkragtens uitgevaardig.
- 2. Die koper sal op die dag van die verkoping 'n deposito van 10% van die koopprys in kontant of met 'n bankgewaarborgde tjek betaal. Indien die koper gebruik moet maak van finansiering, sal die koper op die dag van die verkoping skriftelik bewys van 'n finansiële instelling lewer dat hy vir 'n lening kwalifiseer. Die bedrag van die lening sal nie minder wees as die koopprys nie. Die balans koopprys sal deur 'n bankwaarborg versekureer word binne 14 dae na dag van die verkoping.
- 3. Die koper sal aanspreeklik wees vir betaling van rente aan die Eksekusiesskuldenaar van verbandhouer, indien enige, vanaf datum van die verkoping tot op datum van oordrag van die eiendom soos uiteengesit in die verkoopvoorwaardes.
- 4. Oordrag sal geskied deur die Eksekusieskuldeiser of sy prokureurs en die koper sal alle oordragskoste, erfbelastings en ander noodsaaklike heffings op aanvraag van vermelde prokureurs betaal om oordrag te bewerkstellig.

Die volledige voorwaardes is beskikbaar vir inspeksie by die kantore van die Balju van die Landdroshof te Cross Straat, Kroonstad.

Gedateer te Kroonstad op hierdie 6de dag van Januarie 2000.

D. J. Gresse, vir Botha Yazbek & Jooste, Eiser se Prokureur, Hillstraat 51, Kroonstad, 9499; Posbus 51, Kroonstad, 9500. [Tel. (056) 212-3313.] (Verw. D. J. Gresse/CVW/A00066.)

Adres van Verweerder: Lefu David Hlahane, 2598 Gelukwaarts, Kroonstad, 9499.

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

TRANSVAAL

LEO AFSLAERS (EDMS.) BPK

REG. No. 87/03427/07

INSOLVENSIEVEILING VAN 'N NETJIESE, RUIM DRIESLAAPKAMERSIMPLEKS (SONDER RESERWE), SAN LOREN 22, LUCKY BEANSTRAAT, MORELETAPARK-UITBREIDING 48, PRETORIA, OP 19 JANUARIE 2000 OM 10:30, OP DIE PERSEEL

BEKRAGTIGING MET DIE VAL VAN DIE HAMER

EENHEID 22, SKEMA SS, SAN LOREN, No. 761/1997

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel L. en S. C. P. Holtzhuizen, Meestersverwysing T6296/99, verkoop ons per openbare veiling genoemde eiendom:

Bestaande uit 'n simpleks met drie slaapkamers, een-en-'n-halwe badkamers, sit-/eetkamer, oopplan kombuis met ondertoonbankoond, stoep, volvloermatte, ingeboude kaste, toesluitmotorhuis, parkering, privaattuin, sekuriteitshekke en geplaveide ryvlakke. *Gemeenskaplike belange:* Klubhuis en swembad. Eenheid = 122 m².

Verkoopvoorwaardes: 20% deposito in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborge vir die balans binne 30 dae na datum van veiling.

Afslaersnota: Netjiese kompleks, stil area, goeie belegging.

Besigtiging: By die eiendom, skakel ons kantore vir verdere inligting.

Vir meer besonderhede skakel ons kantore by (012) 341-1314.

Reg van onttrekking word voorbehou.

ELI STRÖH AUCTIONS

INSOLVENCY SALE OF NEWLY BUILT TILED ROOF DWELLING-FLORA PARK, PIETERSBURG

Duly authorised by the Trustee in the matter **F. J. and W. Wepener** (Master's Ref. No. T6794/99), we will sell by public auction on Thursday, 27 January 2000 at 10:00, at the property 26 Kurkbas Street, Flora Park, Pietersburg.

The property:

Portion 99, Erf 6469, Extension 11, Pietersburg LS, Northern Province.

Measuring-600 m2.

Improvements:

A modern three bedroomed, tiled roof dwelling exists on the property, further comprising front stoep, open-plan lounge, dining-room, kitchen and bathroom.

OTHER—carport and concrete fencing.

Auctioneer's note:

An opportunity for the first time buyers. Do not miss this sale.

Terms and conditions:

15% deposit on day of auction, balance purchase price within 45 days. The property is sold by the fall of the hammer.

For more information—contact the Auctioneer's, Eli Ströh Property Services & Acutioneers, Suite 1, Constantia Park, 80 Hans van Rensburg Street (P.O. Box 1238), Pietersburg, 0700. [Tel. (015) 297-5890/1/2.] [Fax. (015) 297-5898.] E-mail: elistroh@pixie.co.za.

VAN'S AFSLAERS

OPENBARE VEILING

In opdrag van die Kuratore van insolvente boedel C. E. Beckwith, T3839/99, verkoop Van's Afslaers ondervermelde boedelbates, sonder reserwe, per openbare veiling, op:

21 Januarie 2000 om 12:00, te Meeustraat 22, Birch Acres, Kempton Park.

Beskrywing: Erf 745, Birch Acres.

Betaling: 10% deposito dadelik, saldo binne 30 dae.

Inligting: (012) 335-2974.

VAN'S AFSLAERS

OPENBARE VEILING

In opdrag van die Kuratore van insolvente boedel **Z. A. de Beer,** T6957/99, verkoop Van's Afslaers ondervermelde boedelbates, sonder reserwe, per openbare veiling, op:

19 Januarie 2000 om 12:00, te Unionstraat 39, Riviera, Pretoria.

Beskrywing: Gedeelte 2 van Erf 124, Riviera.

Betaling: 10% deposito dadelik, saldo binne 30 dae.

Inligting: (012) 335-2974.

VAN'S AFSLAERS

OPENBARE VEILING

In opdrag van die Kuratore van insolvente boedel L. Baasden en M. P. Baasden, T1783/99 en T1430/99, verkoop Van's Afslaers ondervermelde boedelbates, sonder reserwe, per openbare veiling, op:

19 Januarie 2000 om 12:00, te Hotelstraat 1053, Allen's Nek, Roodepoort.

Beskrywing: Erf 413, Allen's Nek.

Betaling: 10% deposito dadelik, saldo binne 30 dae.

Inligting: (012) 335-2974.

VAN VUUREN AFSLAERS

VEILING VAN 'N DRIESLAAPKAMERWONING

In opdrag van die Kurator van insolvente boedel G. E. Peacock, Meesterverwysing T4223/99, verkoop ons ondergenoemde eiendom met die toeslaan van die bod op:

Donderdag, 27 Januarie 2000 om 12:00.

Beskrywing van eiendom: Gedeelte 5 van Erf 31, The Orchards, bekend as Plantainstraat 22, The Orchards, Pretoria-Noord.

Grootte: 1 094 m2.

Terme: 10% deposito, balans binne 30 dae. Van Vuuren Afslaers. Tel. (012) 344-4888.

VAN VUUREN AFSLAERS

VEILING VAN 'N DRIESLAAPKAMERWONING

In opdrag van die Kurator van insolvente boedel **A. en A. S. M. M. van der Merwe**, Meesterverwysing T4006/99, verkoop ons ondergenoemde eiendom met die toeslaan van die bod op:

Maandag, 24 Januarie 2000 om 12:00.

Beskrywing van eiendom: Erf 654, Reyno Ridge-uitbreiding 6, bekend as Sparrowstraat 4, Reyno Ridge-uitbreiding 6, Witbank.

Grootte: 1 088 m2.

Terme: 10% deposito, balans binne 30 dae. Van Vuuren Afslaers. Tel. (012) 344-4888.

VAN VUUREN AFSLAERS

VEILING VAN 'N EENSLAAPKAMERWOONSTEL

In opdrag van die Kurator van insolvente boedel P. Mnguni, Meesterverwysing T5037/99, verkoop ons ondergenoemde eiendom met die toeslaan van die bod op:

Dinsdag, 18 Januarie 2000 om 12:00.

Beskrywing van eiendom: Eenheid 69 van Skema SS, Ebenpark 129, bekend as Eben Park 413, Kerkstraat 233, Pretoria-Wes.

Grootte: 43 m2.

Terme: 20% deposito, balans binne 30 dae. Van Vuuren Afslaers. Tel. (012) 344-4888.

VAN VUUREN AFSLAERS

VEILING VAN 'N EENMANWOONSTEL

In opdrag van die Kurator van insolvente boedel A. F. Mahlahlane, Meesterverwysing T4321/99, verkoop ons ondergenoemde eiendom per openbare veiling op:

Woensdag, 19 Januarie 2000 om 12:00.

Beskrywing van eiendom: Eenheid 35 van Skema SS, Palm Villa 62, bekend as Palm Villa 308, Andriesstraat 509, Pretoria.

Grootte: 37 m².

Terme: 20% deposito, balans binne 30 dae. Van Vuuren Afslaers. Tel. (012) 344-4888.

VAN VUUREN AFSLAERS

VEILING VAN 'N EENMANWOONSTEL

In opdrag van die Kurator van insolvente boedel N. S. Ragalavhanda, Meesterverwysing T6580/99, verkoop ons ondergenoemde eiendom per openbare veiling op:

Woensdag, 19 Januarie 2000 om 10:00.

Beskrywing van eiendom: Eenheid 31 van Skema SS, Chebema 140, bekend as Chebema 213, Celliersstraat 61, Sunnyside, Pretoria.

Grootte: 37 m2.

Terme: 20% deposito, balans binne 30 dae. Van Vuuren Afslaers. Tel. (012) 344-4888.

PROPERTY MART

Duly instructed by the Trustee in the insolvent estate H. M. J. Botha (Master's Ref. T5217/99), owning 50% undivided share and by consent of Cornelius Smit Botha owning 50% undivided share.

We shall sell 53 Reitz Street, Meyerton.

Being erf 306, Meyerton and 2 552 square metres in extent.

Viewing: Normal daylight hours.

Sale takes place on the spot 25 January 2000 at 11:00.

Terms: 15% Deposit at the drop of the hammer in cash or bank cheque. Balance within 30 days by bank or building society guarantee.

Property Mart (Est. 1963). Tel. (011) 640-4459/60. Fax. (011) 640-5943. A/H: (011) 462-3731. Mr A. W. Hartard. WEBSITE: http://www.propertymart.co.zaE. MAIL:property@interweb.co.za.

VAN VUUREN AFSLAERS

VEILING VAN 'N DRIE SLAAPKAMERWONING

In opdrag van die Kurator van insolvente boedel **D. R. Koekemoer, Meestersverwysing T5057/99**, verkoop ons ondergenoemde eiendom per openbare veiling op Dinsdag, 19 Januarie 2000 om 10:00.

Beskrywing van eiendom: Erf 594, Petersfield-uitbreiding 1, bekend as Pongolasingel 5, Springs.

Groot: 1 007 m2.

Terme: 10% Deposito, balans binne 30 dae. Van Vuuren Afslaers, Tel (012) 344-4888.

VAN VUUREN AFSLAERS

VEILING VAN 'N TWEE SLAAPKAMERWONING

In opdrag van die Kurator van insolvente boedel C. en A. Pearson, Meestersverwysing T/99, verkoop ons ondergenoemde eiendom per openbare veiling op Dinsdag, 25 Januarie 2000 om 11:00.

Beskrywing van eiendom: Erf 908, Stilfontein-uitbreiding 2, bekend as Jan van Riebeeckweg 116, Stilfontein-uitbreiding 2. Groot: 866 m².

Terme: 20% Deposito in kontant of bankgewaarborgde tjek en die balans binne 30 dae.

Van Vuuren Afslaers, Tel (012) 344-4888.

VAN VUUREN AFSLAERS

VEILING VAN 'N TWEE SLAAPKAMERDUPLEKS

In opdrag van die Kurator van insolvente boedel P. H. Barnardt, Meestersverwysing T5519/99, verkoop ons ondergenoemde eiendom met die toeslaan van die bod op Dinsdag, 18 Januarie 2000 om 14:00.

Beskrywing van eiendom: Eenheid 2 van skema SS Plettenberg 47, bekend as Plettenberg 2, Natalielaan 22, Murrayfield, Pretoria.

Groot: 87 m2.

Terme: 20% Deposito, balans binne 30 dae.

Van Vuuren Afslaers, Tel (012) 344-4888.

VAN VUUREN AFSLAERS

VEILING VAN 'N VIER SLAAPKAMERWONING

In opdrag van die Kurator van insolvente boedel E. K. en M. Paul, Meestersverwysing T/99, verkoop ons ondergenoemde eiendom per openbare veiling op Maandag, 24 Januarie 2000 om 11:00.

Beskrywing van eiendom: Gedeelte 2 van erf 307, Piet Retief, bekend as Dewetstraat 1A, Piet Retief.

Groot: 1 322 m2.

Terme: 20% Deposito, balans binne 30 dae.

Van Vuuren Afslaers, Tel (012) 344-4888.

AUCOR GROUP

INSOLVENT ESTATE AUCTION

IN THE MATTER OF INSOLVENT ESTATE LOUIS LEVIN, MASTER'S REF. No. T6414/99

UPMARKET THREE BEDROOMED, TWO BATHROOMED CLINKER BRICK RESIDENCE, FAERIE GLEN

Duly instructed by the Trustee, the Aucor Group, will hereby sell Unit 2, SSFAER2214, Scheme No. 1342/96, Faerie Glen Extension 9, better known as 939 Tom Burke Street, Faerie Glen, Pretoria:

Description: The residence consists of three bedrooms with built-in cupboards and wall-to-wall carpets. The two bathrooms are modern in design. The up-to-date kitchen has ample wooden cupboards and all the necessary amenities. There is a cosy loft, which is being used as a family room and a formal lounge with dining-room.

The outbuildings include a double lock-up garage and an inviting covered veranda with built-in braai. The garden has great potential and is also equipped with an irrigation system. The property has an alarm system, surrounding wall and motorized gate.

Sale to take place on site at: 393 Tom Burke Street, Faerie Glen Extension 9, Pretoria.

Date of sale: Friday, 21 January 2000 at 12:00.

Directions: Due South in Hans Strijdom, turn left into Olympus, right into Skukuza and left into Tom Burke (watch for posters).

View: By appointment only.

Terms: A 20% deposit (bank or bank-guaranteed cheque) on the fall of the hammer. The balance by suitable guarantees within 30 days of confirmation of sale. There is a seven (7) day confirmation period from the date of the sale.

IN THE MATTER OF INSOLVENT ESTATE LOUIS LEVIN, MASTER'S REF. No. T6414/99

TWO-BEDROOMED FLAT: LYDIANA HOF

Duly instructed by the Trustee of the insolvent estate, the Aucor Group will sell Unit 12, SS Lydianahof Scheme No. 14/79, better known as Lydianahof 12, 24 Mispel Street, Lydiana, Pretoria:

Description: The flat offers two bedrooms finished with wall-to-wall carpets, a toilet and bathroom. There is a kitchen and the lounge -cum-dining-room is spacious.

The complex is secured with fencing and a motorized gate. One carport has been allocated to this unit.

Sale to take on site at: Lydianahof 12, 24 Mispel Street, Lydiana, Pretoria.

On: Friday, 21 January 2000 at 10:30.

Directions: On the N4 from town, take the Watermeyer turn-off right. Turn right into Kuisis Street and right into Mispel. Watch for posters.

View: By appointment only.

Terms: A 20% deposit (bank or bank-guaranteed cheque) on the fall of the hammer. The balance by suitable guarantees within 30 days of confirmation of sale. There is a seven (7) day confirmation period.

Subject to change without prior notice.

For further details please contact Aucor North (Pty) Ltd, North Eastern corner of Zambesi Drive and N1 Highway/Plot 28, Wolmaranspoort, Pretoria. [Tel. (012) 808-0092/4/5, Cell 082 576 2322.] [Fax (012) 808-0054.] (E-mail: aucor@global.com/Website: http://www.aucor.co.za)

ELI STRÖH VEILINGS

(Gestig 1968)

ALGEHELE UITVERKOPING VAN SLAGHUISTOERUSTING TE PIETERSBURG

Behoorlik daartoe gelas deur die Kurator in die saak insolvente boedel **Davic Schalk Roos** (Meestersverwysingsnommer T7348/99), sal ons verkoop per openbare veiling op Woensdag, 19 Januarie 2000 om 10:00, te Kerkstraat 79 en 103, Pietersburg.

Slaghuistoerusting: 12 x 6 x 2,5 m koelkamer, 3,5 x 5 m koelkamer, Eiland-vloereenheid vrieskas met oop vertoonkas, 2,5 m vrieskas, driedeur vertikale ys-/vrieskas, 3,5 x 5 m vrieskamer, 3,5 x 5 m koelkamer, drie Eiland-vrieskaste, Ishida-etiketskaal, Digi-etiketskaal, Freddy Hirsch-vleissae, vleismeule, elektriese Freddy Hirsch-vleismeule, Hyco-worsvuller, elektriese vleissnyers, elektriese braaiers, elektriese vleis "wrappers", Berkel-vleisversagter, Vleisman-biltongkerwer.

Ander: Hoeveelheid plastiese stoele, vlekvryestaal tafels, spysenieringstafels, tweewieltrollie, vierwieltrollies, kasregisters, hoeveelheid gasstowe, elektriese kookwaterkan, snoekertafel en vele meer.

Afslaersnota: Al bogenoemde items is in goeie toestand. Voornemende kopers moet nie hierdie veiling misloop nie. Lys onderhewig aan veranderings. Besigtiging een dag voor veiling of per afspraak met die Afslaers.

Voorwaardes van verkoop: Slegs kontant of bankgewaarborgde tjek op die dag van die veiling. 14% BTW word gehef op alle items.

Vir meer besonderhede kontak die Afslaers, Eli Ströh Eiendomsdienste & Afslaers, Suite 1, Constantia Park, hoek van Van Rensburgstraat 80 (Posbus 1238), Pietersburg. [Tel. (015) 297-5890/1/2.] [Faks (015) 297-5898.] (E-pos: elistroh@pixie.co.za)

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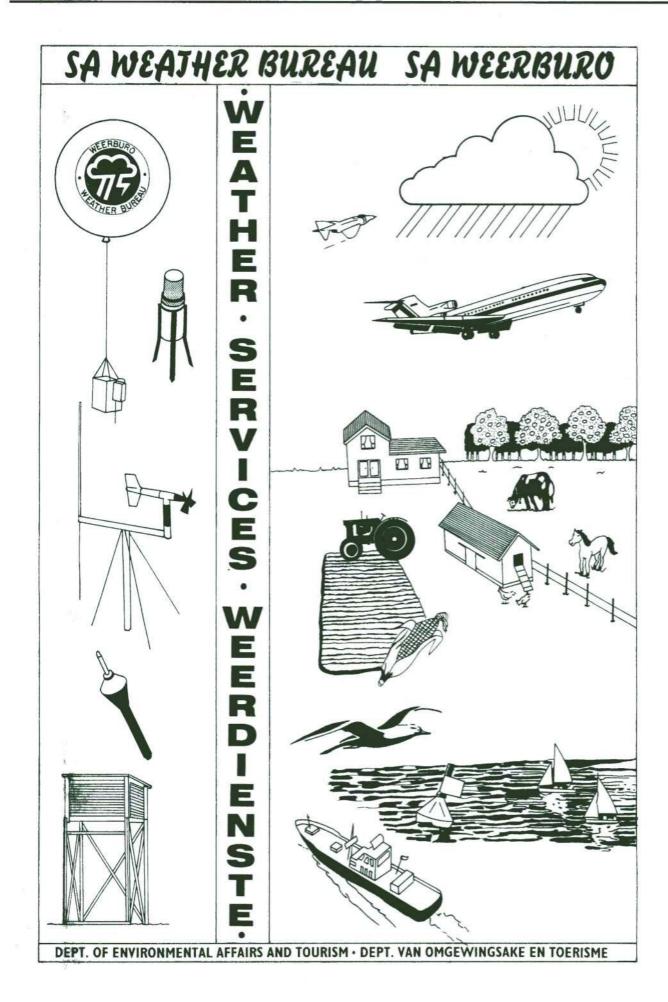
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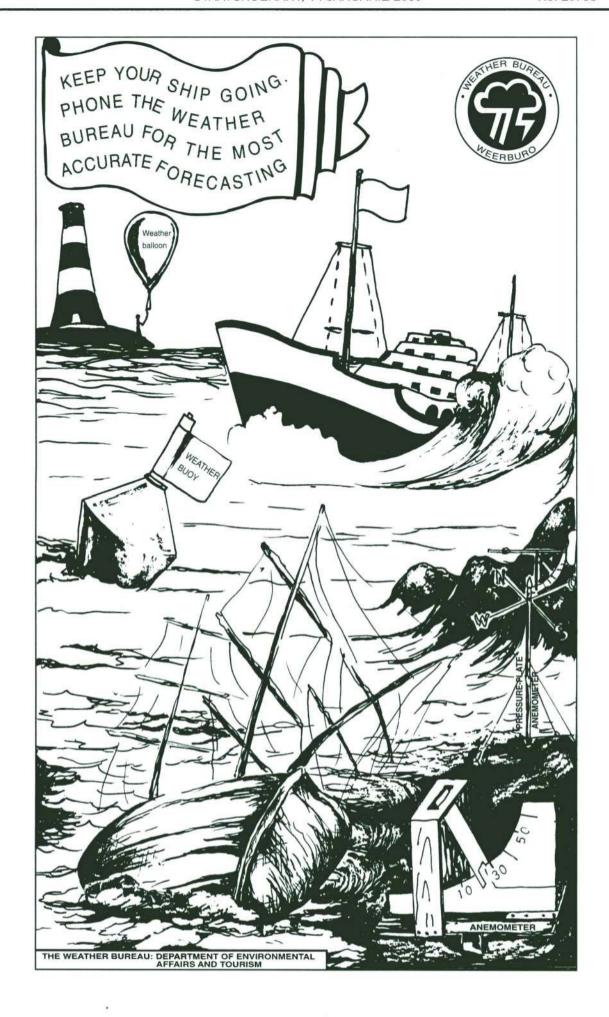
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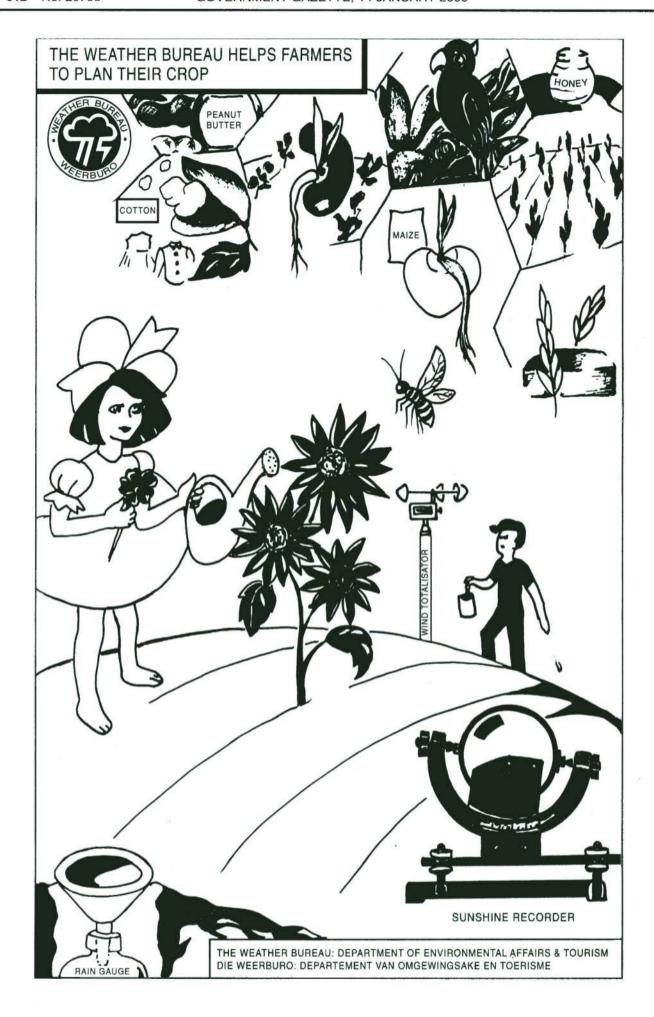
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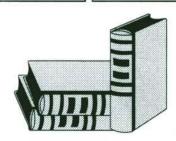




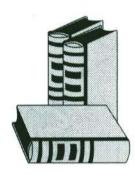




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