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PART 2 • DEEL 2

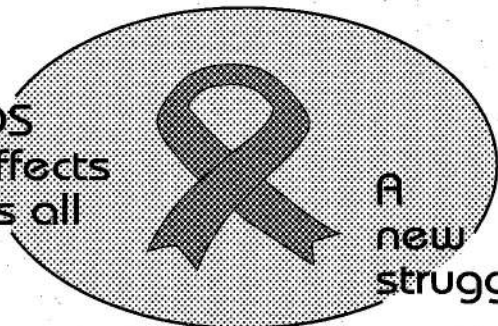
LEGAL NOTICES

WETLIKE KENNISGEWINGS

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

We all have the power to prevent AIDS

AIDS
affects
us all



A
new
struggle

Prevention is the cure

**AIDS
HELPLINE**

0800 012 322

DEPARTMENT OF HEALTH

Zoned: Residential.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000,00 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000,00 (seven thousand rand). Minimum charges R260,00 (two hundred and sixty rand).

Dated at Johannesburg on this the 19th day of August 2000.

Van Staden & Booysen, Attorneys for Plaintiff, c/o Document Exchange, 3rd Floor, The Markade, 84 President Street, Johannesburg. (Tel. 867-5723.) (Ref. JH/esb/B699.)

Case No. 8365/98

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

In the matter between TOWN COUNCIL OF SPRINGS, Execution Creditor, and R. BUSIKA, Execution Debtor

In pursuance of a judgment of the above Honourable Court and a writ of execution, the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court, Springs, on Friday, the 1st day of September 2000 at 66 Fourth Street, Springs, to the highest bidder:

Certain Erf 638/59, Wright Park, Springs, measuring 1 217 square metres.

Property description: Brick building, with iron roof, lounge, dining room, kitchen, 3 bedrooms, outside toilet, servants room, bath rooms, toilet, garage & carport.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the Title Deeds in so far as these are applicable.
2. The purchaser shall pay 10% of the purchase price on the date of sale and the balance to be secured within (14) fourteen days of date of sale by a bank guarantee cheque.
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 Magistrate's Court, 66 Fourth Street, Springs.

Dated at Springs on this the 1st day of August 2000.

Matwadia Attorneys, Plaintiff's Attorneys, 92 Fourth Street, Springs; P.O. Box 3361, Springs. [Tel. (011) 362-3497.] [Fax (011) 362-3498.] (Ref MM/204/CCS/98.)

Case No. 4012/99

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

In the matter between TOWN COUNCIL OF SPRINGS, Execution Creditor, and H. E. CROSS, Execution Debtor

In pursuance of a judgment of the above Honourable Court and a writ of execution, the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court, Springs, on Friday, the 1st day of September 2000 at 66 Fourth Street, Springs, to the highest bidder:

Certain Erf 138, Welgedacht, measuring 1 239 square metres.

Property description: Property is an unimproved vacant stand.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the Title Deeds in so far as these are applicable.
2. The purchaser shall pay 10% of the purchase price on the date of sale and the balance to be secured within (14) fourteen days of date of sale by a bank guarantee cheque.
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 Magistrate's Court, 66 Fourth Street, Springs.

Dated at Springs on this the 1st day of August 2000.

Matwadia Attorneys, Plaintiff's Attorneys, 92 Fourth Street, Springs; P.O. Box 3361, Springs. [Tel. (011) 362-3497.] [Fax (011) 362-3498.] (Ref MM353/CCS/98.)

Case No. 4186/99

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

In the matter between TOWN COUNCIL OF SPRINGS, Execution Creditor, and A. AHMED, Execution Debtor

In pursuance of a judgment of the above Honourable Court and a writ of execution, the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court, Springs, on Friday, the 1st day of September 2000 at 66 Fourth Street, Springs, to the highest bidder:

Certain Erf 758, Bakerton Extension 4, measuring 600 square metres.

Property description: Property is an unimproved vacant stand.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the Title Deeds in so far as these are applicable.
2. The purchaser shall pay 10% of the purchase price on the date of sale and the balance to be secured within (14) fourteen days of date of sale by a bank guarantee cheque.
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 Magistrate's Court, 66 Fourth Street, Springs.

Dated at Springs on this the 1st day of August 2000.

Matwadia Attorneys, Plaintiff's Attorneys, 92 Fourth Street, Springs; P.O. Box 3361, Springs. [Tel. (011) 362-3497.] [Fax (011) 362-3498.] (Ref MM391/CCS/98.)

Case No. 9923/99

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

In the matter between ABSA BANK LIMITED, Execution Creditor, and NYAMAMBL: J, Execution Debtor

Pursuance of a Judgment in the above Honourable Court and a warrant of execution the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court, Boksburg, on Friday, the 1st day of September 2000 at 11h15 at the Sheriff's Offices, at 182 Leeuwpoot Street, Boksburg, without reserve to the highest bidder:

Certain Erf 706, Dawn Park Ext 2 Township, Registration Division I.R., Gauteng, also known as 143 West Central Street, Dawn Park Ext. 2, Boksburg, measuring 809 (square metres), held by Deed of Transfer Number T13233/93.

Zone: Residential 1.

The following improvements on the property are reported, though in this regard nothing is guaranteed:

Mainbuilding: Brick building with roof, entrance hall, lounge, diningroom, kitchen, bathroom, 2 bedrooms.

Outbuildings: Garage.

Sundries: Nil.

Material conditions of sale:

1. The property shall be sold without reserve and to the highest bidder, subject to the existing conditions of title and the provisions of the Magistrate's Court Act.
2. The Purchaser shall be obliged to pay a deposit of 10% (ten per cent) of the purchase price as well as the Sheriff's commission in cash on the date of the sale and the balance plus interest at the prescribed rate against transfer is to be secured by a bank guarantee approved by the Execution Creditor's Attorney and furnished to the Sheriff within 14 (fourteen) days after the date of sale.
3. The full conditions of sale which may be read out immediately prior to the sale can be inspected at the office of the Sheriff of the Magistrate's Court, Boksburg.

Dated at Springs this 13th day of July 2000.

I. de Wet, for Bennett McNaughton & Jansen, Attorneys for Execution Creditor, Prudentia Building, 65 Fifth Street, Springs. (Tel. 812-1525.)

Saak No. 5278/99

IN DIE LANDDROSHOF VIR DIE DISTRIK WESTONARIA GEHOU TE WESTONARIA

In die saak tussen ABSA BANK BEPERK, Eiser, en N & S NAIDOO, Verweerder

Ingevolge uitspraak van die Landdroshof van Westonaria en lasbrief tot geregtelike verkoping gedateer 15 Junie 2000, sal die ondervermelde eiendom op die 1 September 2000 om 10h00 te die Baljukantoor, Edwardslaan 50, Westonaria aan die hoogste bieder verkoop word:

1. Erf 540, Lenasia South Ext 1, Registrasie Afdeling IQ, Gauteng, ook bekend as 540 Grosvenorstraat, Lenasia Suid Ext 1, groot 647 vierkante meter.

2. Bestaande uit: 3 beton mure, motorhuis, steen muur, sitkamer, eetkamer, kombuis, 3 slaapkamers, badkamer met toilet, teëldak en diefwering.

(Die korrektheid wat nie gewaarborg word nie).

Gehou deur die Verweerder kragtens Akte van Transport No. T23514/1988.

Terme:

1. 10% (tien persent) of R5 000,00 (vyfduisend rand) van die koopprys in kontant op die dag van die verkoping, die balans betaalbaar teen registrasie van oordrag verseker te word deur 'n bank of bouvereniging waarborg gelewer binne 'n tydperk van 21 (een-en-twintig) dae na datum van verkoop.

2. Afslaersgelde betaalbaar op die dag van die verkoping soos voorgeskryf in die tarief.

3. Die volledige verkoopvoorwaardes lê ter insae by die Balju te Westonaria en by die Eiser se prokureurs en sal deur die Balju voor die verkoping uitgelees word.

Geteken te Westonaria op hierdie 3de dag van Augustus 2000.

G C Grobler, vir Strydom Botha Ing., President Krugerstraat 7, Posbus 950, Westonaria, 1780. (Verw. GCG/DV/GVA039.)

Saak No. 14253/98

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen ABSA BANK BEPERK, h/a ALLIED BANK, Eiser, en BENJAMIN MUTLOANE, Verweerder

Geliewe kennis te neem dat, ingevolge uitspraak van bogenoemde Agbare Hof gedateer 29 September 1998 en daaropvolgende lasbrief vir eksekusie, die hiernagemelde eiendom op 10:00 op 15 September 2000 te die Baljukantore, Klerksdorp, Leaskstraat, Klerksdorp, geregtelik verkoop sal word, naamlik:

Erf 962, geleë in die dorpsgebied Jouberton Uitbreiding 6, Registrasie Afdeling IP, provinsie Noordwes, groot 375 vierkante meter, gehou kragtens Akte van Transport TL59892/89, ook bekend as Stand 962, Jouberton, Klerksdorp.

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

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

Gedateer te Klerksdorp op hede die 31 Julie 2000.

Botha De Wet & Rood, Prokureurs vir Eiser, Spes Bona Gebou, Boom Straat, Klerksdorp. [Tel. (018) 462-3751.] Posbus 33, Klerksdorp, 2570. [Verw. mnr L van Zyl (Jnr)/HS/A19088.]

Aan: Die Balju van die Landdroshof.

Saak No. 8312/99

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen UNITED BANK, 'n Divisie van ABSA BANK BEPERK, Eiser, en MAHOMED FAROOK SULIMAN, Verweerder

Ingevolge uitspraak in die Hof van die Landdros van Middelburg en eksekusie teen goed gedateer 9 Februarie 2000, sal die ondervermelde eiendom op Vrydag, 1 September 2000 om 14h00, te die perseel geleë te Agrastraat 10, Eastdene, Middelburg, deur mnre Van Deventer Afslaers aan die hoogste bieder geregtelik verkoop word, naamlik:

Ged 23 van Erf 1103, Middelburg Dorpsgebied, Registrasie Afdeling J.S., Mpumalanga, groot 955 (negehonderd vyf en vyftig) vierkante meter.

Verkoopvoorwaardes:

1. 'n Deposito van 10% van die koopprys op datum van verkoping met goedgekeurde bankwaarborg vir die balans van die koopprys binne 30 (dertig) dae na datum van verkoping.

2. Die verdere verkoopvoorwaardes lê ter insae by die kantore van prokureurs Esterhuysen & Botha, Markstraat 20B, Middelburg en die Balju, President Krugerstraat 12, Middelburg.

Balju, Middelburg, Mpumalanga.

F J Botha, vir Esterhuysen & Botha, Posbus 68, Markstraat 20B, Middelburg, 1050.

Case No. 946/98

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

In the case between THE TRANSITIONAL LOCAL COUNCIL OF GREATER NIGEL, Execution Creditor, and NDAKI, P.K., Execution Debtor

Pursuant to a judgment by the Magistrate's Court of Nigel given on 22nd September 1998, the undermentioned property will be sold in execution to the highest bidder at 09h00 on 8 September 2000 by public auction to be held at the Magistrate's Court, Church Street, Nigel, namely:

The property to be sold is Erf 245, in the Township of Jameson Park, Registration Division I.R., Gauteng, better known as 245 Daisy Drive, Jameson Park.

Description: Size: 2 551 m², held by Deed of Transfer T64604/96, bond holder: None.

Description: Vacant and undeveloped stand.

The most important conditions contained herein are as set out in the conditions of sale.

Dated at Nigel on 25th day of July 2000.

Sheriff of the Court.

S T S Nkosi, for Du Preez & Nkosi Inc., Execution Creditor, Protea Building, Suite 2, 52 First Avenue, Nigel. (Tel. 814-2755.) (Docex 3.) (Ref. M Maritz.) (File No. TC1458.)

Case No. 2000/1166
PH 2IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between ABSA BANK LIMITED, Plaintiff, and BANDA; HASTINGS KAPONDA, Defendant**

In execution of a Judgment of the High Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, 10 Conduit Street, Kensington B, Randburg, on 29 August 2000 at 13h00, of the undermentioned property of the Defendant on the Conditions, which Conditions will lie for inspection prior to the sale, at the offices of the Sheriff, Halfway House, 614 James Crescent, Halfway House.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: A dwelling consisting of entrance hall, lounge, dining room, kitchen, study, 4 bedrooms, separate w.c., scullery.

Being: Remaining Extent of Portion 53 (a portion of Portion 2) of the farm Allandale No. 10, situate at 136 Steyn Road, President Park, measuring 8 565 square metres, Registration Division IR, Gauteng, held by the Defendant under Title Deed No. T113492/96.

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

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

Dated at Randburg this 12 July 2000.

Bezuidenhout Van Zyl Inc., Unit 5, Surrey Square on Republic, cnr Surrey Avenue and Republic Road, Randburg. (Tel. 789-3050.) (Ref. Mr Barkhuizen/Marijke Deysel.) (Account No.: 280 0122 1380.) C/o 9th Floor, North State Building, cnr. Market and Kruis Streets, Johannesburg.

Case No. 99/20544
PH 267IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between ABSA BANK LIMITED, Plaintiff, and MOTIFPROPS 189 (PTY) LIMITED, First Defendant, and LE ROUX, ELIZABETH MARIA, Second Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve price will be by the Sheriff of the High Court, at 10 Conduit Street, Kensington B, Randburg, on Tuesday, the 29th August 2000 at 13h00, of the undermentioned immovable property of the First Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the High Court, Randburg, at 9 Elna Rand Hof, c/o Selkirk Avenue and Blairgowrie Drive, Randburg:

Erf 2630, Randparkrif Township, Registration Division I.Q., Province of Gauteng, measuring 2 594 m² (two thousand five hundred and ninety four square metres), held by the First Defendant under Deed of Transfer Number. T45899/1998, being 17 Traupant Place, Randpark Ridge.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of single storey creche and nursery school.

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

The Purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000,00 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000,00 (seven thousand rand). Minimum charge R300,00 (three hundred rand).

Dated at Johannesburg on this the 14th day of July 2000.

Routledge-Modise, Plaintiff's Attorneys, 7th Floor, Colosseum, 41 Kruis Street, Johannesburg. [Telephone: (011) 331-0511.] [Telefax: (011) 331-0711.] (Ref: ZB6742/JHBCLS/JD/Ms Nkotsoe.)

Case No. 27177/94

PH 2

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between FIRST NATIONAL BANK OF SA LIMITED, Plaintiff, and
VILJOEN, HENNING ABRAHAM, Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the Sheriff, 10 Conduit Street, Kensington B, on 29 August 2000 at 13H00, of the undermentioned property of the Defendant on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, 9 Elna Randhof, corner Blairgowrie Drive and Selkirk Avenue, Blairgowrie:

Being: Erf 10, Ruitershof, situated at 2 Melda Road, Ruitershof, measuring 1 487 square metres, Registration Division I.Q., Gauteng, held under Deed of Transfer T13846/1967.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single-storey dwelling house consisting of entrance hall, family room, dressingroom, study, kitchen, 3 bedrooms, 2 bathrooms, shower, 2 toilets, patio, 2 garages, servant's room with toilet and shower.

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

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

Dated at Randburg on this 14th day of August 2000.

Saak No. 1405/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BETHAL GEHOU TE BETHAL

In die saak tussen ABSA BANK BEPERK, Eiser, en MARTHINUS NEL & MAUREEN YVONNE NEL, Verweerder

Ingevolge 'n vonnis in die Landdroshof van Bethal, en 'n lasbrief vir eksekusie gedateer 21 April 1997 word die ondergemelde vaste eiendom in eksekusie verkoop te die Landdroskantoor Bethal, Kamer 83 op 8 September 2000 om 11h00, aan die hoogste bieder:

Resterende Gedeelte van Erf 174, Bethal-dorpsgebied, Registrasieafdeling I.S., Mpumalanga, groot 1 428 vierkante meter, gehou kragtens Akte van Transport T39523/90, ook bekend as Markstraat 8, Bethal.

Terme: Tien persent (10%) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, te word versekureer deur 'n goedgekeurde bank- of bouverenigingwaarborg te word gelewer binne 21 (een-en-twintig) dae daarna, asook afslaaerskommissie wat betaalbaar is met die toeslaan van die bod.

Die verkoopvoorwaardes mag gedurende kantoorure by die kantoor van die Balju, Kerkstraat 23, Bethal, besigtig word.

Geteken te Bethal op hierdie 4de dag van Augustus 2000.

C. J. van der Merwe, vir Lou van der Merwe Prokureurs, Proteagebou, Markstraat, Bethal. (Verw. CJVDM/as/BA1024.)

CAPE • KAAP

Case No. 31217/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and BELINDA COYNE, Defendant

In pursuance of a Judgment granted on the 2/09/1999, in the Bellville Magistrate's Court, the following property will be sold to the highest bidder on 30/08/2000 at 12:30 at 48 Sorrento Flats, Daitsh Road, Parow:

Property description: Section No. 48 in the scheme known as Sorrento situate at Parow in the area of the Transitional Metropolitan Substructure Parow, Cape Division together with an undivided share in the common property in the scheme; in the extent thirty five (35) square metres; held by Deed of Transfer No. ST17867/96; situate at 48 Sorrento Flats, Daitsh Road, Parow.

Improvements: Flat: Bedroom, kitchen, lounge, bathroom, toilet (not guaranteed).

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

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

Dated at Parow this 27 July 2000.

W J M Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, No 1 De Tijger Office Park, Hannes Louw Drive, Parow, 7500; P O Box 713, Parow, 7499. [Tel. (021) 9396017.] (Ref. A0482/117/WS/Irma Otto.)

Case No. 2096/97

IN THE HIGH COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and WILLIAM MICHAEL JOHN WALKER, N.O., 1st Defendant, and WILLIAM MICHAEL JOHN WALKER, 2nd Defendant, LINDLY CHARLENE WALKER, 3rd Defendant

In pursuance of a judgment of the above Honourable Court dated 19 February 1999 and an attachment in execution dated 19 March 1999 the following property will be sold at the Sheriff's Auction Room, Ground, Floor, 15 Rink Street, corner of Rink and Clyde Streets, Port Elizabeth, by public auction on Friday, 1 September 2000 at 15h00:

Section 15, Rydal in extent 111 square metres, situate at Section 8, Rydal, Newington Street, Central, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached two storey brick dwelling under a tiled roof comprising an entrance hall, lounge, dining room, two bedrooms, bathroom, 2 w/c, balcony and kitchen.

A substantial building society bond can be arranged for an approved purchaser.

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

Further details can be obtained from the offices of Plaintiff at 1 Pickering Street, Newton Park, Port Elizabeth, Telephone 391-2629.

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

Dated at Port Elizabeth this 1st day of August 2000.

Smith Tabata Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. [Tel. (041) 4821416.] (C Swart/W Dye/429.)

Case No. 12942/2000

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

In the matter between LYDIA LORRAINE JOOSTE, Execution Creditor, and ROBERT IAN JOOSTE, Execution Debtor

Kindly take notice that pursuant to a Judgment by the Court, the Defendant's right, title and interest in and to the following immovable property:

Erf No. 9064, Portion 9351, Grassy Park Extension 15, being 21 Paddock Road, Lotus River, will be sold in execution by the Sheriff of this Court at 21 Paddock Road, Lotus River, on the 28th day of August 2000, at 12h00 to the highest bidder.

Dated at Plumstead this 20th day of July 2000.

To: The Clerk of the Civil Court, Magistrate's Court, Wynberg.

And to: Mrs Lydia Lorraine Jooste, 19 Conningsby Road, Athlone, 7764.

And to: Robert Ian Jooste, 21 Paddock Road, Lotus River.

JMB Gillan, Attorneys for Execution Creditor, 316 Grootte Kerk Building, 39 Adderley Street, Cape Town; c/o Gillan & Veldhuizen Inc., Suite 103, The Village Link, Southfield Road, Plumstead.

Saak No. 337/00

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

In die saak tussen ABSA BANK BEPERK, Eiser, en Mr GAVIN BROWN, Verweerder

Kragtens 'n uitspraak van bomelde Agbare Hof en lasbrief vir eksekusie, sal die ondervermelde onroerende eiendom per openbare veiling verkoop word, op Donderdag, 7 September 2000 om 10:00, by die Landdroskantoor, 1ste Laan, Eastridge, Mitchells Plain:

Eiendom: Erf 25466, Mitchells Plain.

Straatadres: Baobabstraat 60, Eastridge, Mitchells Plain, groot 170 (eenhonderd en sewentig) vierkante meter, gehou kragtens Transportakte T83201/97.

Voormelde eiendom is beswaar met die volgende verband te wete: Verband No B53954/97 vir 'n bedrag van R50 000 plus 'n addisionele bedrag van R12 000 ten gunste van ABSA Bank Beperk.

Veilingvoorwaardes:

1. Die veiling is onderworpe aan die bepalinge 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 bepalinge van Artikel 66 van voormelde Wet.

2. Een tiende (1/10) van die koopprijs moet kontant of deur middel van 'n bankwaarborgde tjek betaal word onmiddellik nadat die eiendom as verkoop verklaar is en die res van die koopprijs, 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 voorgele sal word en wat ter insae sal wees by die kantoor van die Balju, Mitchells Plain Suid.

Gedateer te Bellville op hierdie 26ste dag van Julie 2000.

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

Case No. 7647/99

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

In the matter between THE CITY OF CAPE TOWN, Plaintiff, and DEBORAH MCKECHNIE, Defendant

The following will be sold in execution at 10h00, on Wednesday, the 6th day of September 2000, in front of the Magistrate's Court, for the District of Wynberg, to the highest bidder:

Erf 138626, Cape Town at Wynberg, in extent 266 (two hundred and sixty-six) square metres, held by Deed of Transfer T54253/1996, situated at 125 Irvine Street, Manenberg, Athlone, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling.

Description: Single dwelling, brick walls consisting of 2 bedrooms, kitchen, lounge and toilet/bathroom.

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 standard rate currently 17,25% 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 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.

Dated at Athlone this 26th day of July 2000.

J Ramage Attorneys & Conveyancers, Attorneys for Plaintiff, cnr. Klipfontein & Belgravia Roads, Athlone. (Ref. COLL/ses/15/61101/00.)

Case No. 11403/2000

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and ARTHUR PETERSEN, Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff of the High Court Mitchells Plain North, at the Magistrate's Court, Mitchells Plain, on Tuesday, 29 August 2000 at 10h00.

Full conditions of sale can be inspected at the Sheriff of the High Court Mitchells Plain North, cnr Highlands & Rosewood Drie, Wildwoods, Colorado, and will be read out prior to the sale taking place.

No warranties are given with regard to the description, extent and/or improvements of the property.

Property: Erf 10178, Mitchells Plain, Registration Division Western Cape, measuring 124 square metres, also known as 103 Sunflower Street, Lentegeur, Mitchells Plain.

Improvements: Dwelling, 3 bedrooms, bathroom, kitchen, lounge and dining-room.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/Tanje/E3355.)

Case No. 14340/99

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and PETER SOLOMONS, Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff of the High Court, Mitchells Plain, at the Magistrate's Court, Mitchells Plain, on Tuesday, 29 August 2000 at 10h00.

Full conditions of sale can be inspected at the Sheriff of the High Court, Mitchells Plain, 2 Mulberry Road, Strandfontein, and will be read out prior to the sale taking place.

No warranties are given with regard to the description, extent and/or improvements of the property.

Property: Erf 18346, Mitchells Plain, Registration Division Western Cape, measuring 114 square metres, also known as 114 Bordeaux Close, Westridge, Mitchells Plain.

Improvements: Dwelling, 3 bedrooms, lounge, kitchen, bathroom and toilet.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/Tanje/E2548.)

Case No. 7078/2000

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and EUGENE SINCLAIR DOMINGO, Judgment Debtor

In the execution of the judgment of the Magistrate's Court, Bellville, in the above matter, a sale will be held, on Tuesday, the 5th day of September 2000 at 09h00, at the Courthouse, Bellville, of the following immovable property:

Erf 27593, Bellville, in the City of Tygerberg, Cape Division, Western Cape Province, measuring 313 square metres, held by the Defendant under Deed of Transfer T102426/97.

Also known as 73 St Vincent Drive, Belhar East, and comprising a dwelling consisting of 3 bedrooms, lounge, kitchen, bathroom & toilet and garage with room and bathroom.

The said improvements are as reported, but the Judgment Creditor gives no warranty and makes no representations regarding the correctness thereof.

1. The sale is subject to the terms and conditions of the 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 (1/10th) of the purchase price shall be paid in cash or by means of a bank cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer and secured within fourteen (14) days after the date of sale by an approved bank guarantee.

And subject further to the full conditions of sale which will be read out immediately before the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court, Bellville.

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 217274.)

Case No. 38886/99

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and PETRUS BOTHA and LINDA ROMANIA BOTHA, Judgment Debtor

In the execution of a judgment of the Magistrate's Court, Wynberg, in the above matter, a sale will be held, on Monday, the 4th day of September 2000 at 10h00 at the Courthouse, Wynberg, of the following immovable property:

Erf 151311, Heideveld, in the City of Cape Town, Cape Division, Western Cape Province, measuring 256 square metres, held by the Defendants under Deed of Transfer T73943/95.

Also known as 80 Laingsburg Road, Heideveld, and comprising a dwelling consisting of 2 bedrooms, kitchen, lounge and bathroom/toilet.

The said improvements are as reported, but the Judgment Creditor gives no warranty and makes no representations regarding the correctness thereof.

1. The sale is subject to the terms and conditions of the 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 (1/10th) of the purchase price shall be paid in cash or by means of a bank cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer and secured within fourteen (14) days after the date of sale by an approved bank guarantee.

And subject further to the full conditions of sale which will be read out immediately before the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

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 215555.)

Case No. 7058/2000

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

In the matter between: BOE BANK LIMITED, Judgement Creditor, and ELIZABETH FREDERICKS, Judgement Debtor

The undermentioned property will be sold in execution at Kuils River Magistrate's Court, Kuils River, on 6 September 2000 at 09H00:

Erf 3906, Eerste River, situated in the Oostenberg Municipality, Division Stellenbosch, Western Cape Province, in extent 293 square metres, held by Deed of Transfer No T34296/90 (also known as 15 Schooner Street, Eerste River).

Comprising of dwelling with tiled roof, 3 bedrooms, lounge, dining-room, kitchen, bathroom and toilet.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and rules.

10% of the price is payable at the time of the sale with the balance plus interest thereon at the Bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of the Sheriff of the Court for 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/B01177.)

Case No. 19730/2000

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

In the matter between: BOE BANK LIMITED, Judgement Creditor, and BRIAN HEBER, Judgement Debtor

The undermentioned property will be sold in execution at Bellville Magistrate's Court, Bellville on 7 September 2000 at 09H00:

Erf 26580, Bellville, situated in the City of Tygerberg, Cape Division, Western Cape Province, in extent 170 square metres, held by Deed of Transfer No. T46481/94 (also known as 74 Bass Street, Belhar).

Comprising of dwelling with 3 bedrooms, lounge, kitchen, bathroom, toilet and 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 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/B01138.)

Case No. 2858/97

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

In the matter between: Mrs J. F. MEYBURGH, Plaintiff, and M A KHOBENI, First Defendant, and N A KHOBENI, Second Defendant

In pursuance of a judgment granted on 15 August 1997 in the Magistrate's Court for the District of Queenstown and under a warrant of execution against property, issued on 5 April 2000, the immovable property listed hereunder will be sold in execution on 6 September 2000 at 10h00 at the Magistrate's Court, Sterkstroom, to the highest bidder:

Description:

i. Remainder Erf 543, Sterkstroom, in the Area of Sterkstroom Transitional Local Council, Division of Queenstown, Province of the Eastern Cape, in extent 2 855 (two eight five five) square metres, held by Deed of Transfer No. T45947/95.

Postal Address: 78 Le Grange Street, Sterkstroom, 5425.

Description:

ii. Remainder Erf 544, Sterkstroom, in the Area of Sterkstroom Transitional Local Council, Division of Queenstown, Province of the Eastern Cape, in extent 1,2373 (one comma two three seven three) hectares, held by Deed of Transfer No. T45947/95.

Postal Address: 78 Le Grange Street, Sterkstroom, 5425.

Description:

iii. Erf 669, Sterkstroom, in the Area of Sterkstroom Transitional Local Council, Division of Queenstown, Province of the Eastern Cape, in extent, 5 710 (five seven one nil) square metres, held by Deed of Transfer No. T45947/95.

Postal Address: 78 Le Grange Street, Sterkstroom, 5425.

Description:

iv. Erf 670, Sterkstroom, in the Area of Sterkstroom Transitional Local Council, Division of Queenstown, Province of the Eastern Cape, in extent 5 710 (five seven one nil) square metres, held by Deed of Transfer No. T45947/95.

Postal Address: 78 Le Grange Street, Sterkstroom, 5425.

Description:

v. Erf 671, Sterkstroom, in the Area of Sterkstroom Transitional Local Council, Division of Queenstown, Province of the Eastern Cape, in extent 5 710 (five seven one nil) square metres, held by Deed of Transfer No. T45947/95.

Postal Address: 78 Le Grange Street, Sterkstroom, 5425.

Description:

vi. Remainder Erf 677, Sterkstroom, in the Area of Sterkstroom Transitional Local Council, Division of Queenstown, Province of the Eastern Cape, in extent 2 855 (two eight five five) square metres, held by Deed of Transfer No. T41678/95.

Postal Address: 78 Le Grange Street, Sterkstroom, 5425.

Description:

vii. Erf 672, Sterkstroom, in the Area of Sterkstroom Transitional Local Council, Division of Queenstown, Province of the Eastern Cape, in extent 5 710 (five seven one nil) square metres, held by Deed of Transfer No. T41678/95.

Postal Address: 78 Le Grange Street, Sterkstroom, 5425.

Description:

viii. Erf 676, Sterkstroom, in the Area of Sterkstroom Transitional Local Council, Division of Queenstown, Province of the Eastern Cape, in extent 1,7131 (one comma seven one three one) hectares, held by Deed of Transfer No. T41679/95.

Postal Address: 78 Le Grange Street, Sterkstroom, 5425.

Improvements: Whilst nothing is guaranteed, it is understood that the aforementioned properties comprises of two conventional type dwellings and normal outbuildings, as also six erven comprising of dry-lands.

The property is registered in the name of the Defendants:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act No. 36 of 1944, as amended, and the Rules made thereunder.

2. The property will be sold voetstoots and as it stands subject to the conditions of the existing title deeds. Neither the Plaintiff nor the Sheriff gives any warranty as to the properties to be sold.

3. One-tenth ($\frac{1}{10}$ th) 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, as determined by the Plaintiff, is to be paid against registration of transfer, due payment of which must be guaranteed within fourteen (14) 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 offices of the Plaintiff's attorneys.

Dated at Queenstown on this 24th day of July 2000.

Maurice Shadiack, Plaintiff's Attorneys, 22-24 Robinson Road, P.O. Box 398, Queenstown, 5320. (Ref. Mr Shadiack/Z28606/A1194.)

Saak No. 10716/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen ABSA BANK LIMITED, Eisier, en WILLIAM GEOERGE VAN ROOYEN, Eerste Verweerder, en MARA ALFREDA VAN ROOYEN, Tweede Verweerder

Ingevolge uitspraak in die Hof van die Landdroshof van Bellville gedateer 12 April 2000, sal die volgende onroerende eiendom op 29 Augustus 2000 om 09:00 aan die hoogste bieder te Landdroshof Bellville, in eksekusie verkoop word, naamlik:

15902, 'n gedeelte van Erf 18085, Parow, in die stad Tygerberg, afdeling Kaap, Wes-Kaap Provinsie, groot 247 m².

Die volgende inligting oor die perseel word verstrek maar nie gewaarborg nie: Die perseel is geleë te 18A 15de Laan, Ravensmead (ook bekend as Matroosfontein).

Verbeterings op die perseel bestaan uit 'n woonhuis bestaande uit sitkamer, kombuis, twee slaapkamers, badkamer, toilet en huishulpkwartiere.

Voorwaardes van verkoop:

1. Die eiendom sal aan die hoogste bieder verkoop word, welke verkoping onderworpe sal wees aan die bepalings en voorwaardes van die Wet op Landdroshowe (Wet No. 32 van 1944), die Reëls daarvolgens uitgevaardig en die bepalings en voorwaardes vervat in die huidige titelakte van die eiendom.

2. *Betaling:* 'n Deposito van 10% (tien persent) van die koopprijs sal deur die koper aan die Balju gemaak word ten tye van die verkoping in kontant, of deur middel van 'n bankgewaarborgde tjek. Die volle balans van die koopprijs (plus rente teen 14,5% per jaar maandeliks gekapitaliseer, bereken op die vonnisskuld verskuldig aan die Eksekusieskuldeiser vanaf datum van verkoping tot datum van registrasie van transport) sal betaal word teen registrasie van transport, welke bedrag verseker moet word deur 'n goedgekeurde bankwaarborg wat voorsien moet word binne 14 (veertien) dae vanaf datum van verkoping.

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

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

Gedateer te Durbanville op hierdie 15de dag van Junie 2000.

E. Louw, vir Louw & Coetzee, Eiser se Prokureurs, Hoofweg 35 (Posbus 146), Durbanville. [Tel. (021) 96-3180.] (Ref. E. Louw/Esmé.)

Case No. 14730/2000

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

**ABSA BANK LIMITED, trading as ALLIED BANK, versus VERNON PETERSEN, ID 5911235215012, and
DIANNE PETERSEN, ID 6301030169011**

The following property will be sold in execution at the front entrance, New Law Courts, Govan Mbeki Avenue, North End, Port Elizabeth, on Friday, 1 September 2000 at 14:15, to the highest bidder:

Erf 7140, Bethelsdorp, in the Municipality and Division of Port Elizabeth, in extent 359 square metres, held by Deed of Transfer T42836/94, situated at 10 Cecelia Street, Extension 28, Bethelsdorp, Port Elizabeth.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms and bathroom with w.c.

2. Payment:

2.1 Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 14,50% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale;

2.2 Sheriff's charges of 5% on the proceeds of the sale which shall be paid by the purchaser up to a price of R30 000 and thereafter 3% up to a maximum fee of R7 000 subject to a minimum of R300 on the date of sale.

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.

C. J. Moodliar, for Goldberg & De Villiers, Attorneys for Judgment Creditor, 13 Bird Street, Port Elizabeth. (Ref. Mr C. Moodliar/Mrs E. Rossouw.)

Case No. 29454/99

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and RICHARD ANDREW MARCUS, First Defendant, and
BRENDA MARCUS, Second Defendant**

In pursuance of a judgment in the Bellville Magistrate's Court and writ of execution dated 30 August 1999 the following property will be sold in execution on 7 September 2000 at 09:00 to the highest bidder at the afore-mentioned Magistrate's Court:

Erf 14699, Bellville, in extent 514 square metres.

Street address: 17 Prins Street, Bellville South, held by Deed of Transfer T83961/94.

The following improvements are reported but nothing is guaranteed: Brick walls, asbestos roof, lounge, kitchen, two bedrooms, bathroom/toilet and carport.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the Rules made thereunder and of the title deed of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. *Payment:* Ten per centum of the purchase price shall be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance against registration of transfer 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 above-mentioned Magistrate's Court.

Dated at Table View this 2nd day of August 2000.

Miltons, Attorneys for Plaintiff, 48 Blaauwberg Road, Table View. (Ref. D. R. Welz/jh/21573.)

Saak No. 703/00

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Suidoos-Kaapse Plaaslike Afdeling)

In die saak tussen DIE STANDARD BANK VAN SUID-AFRIKA BEPERK, Eiser, en ZITHOBILE FRANKFORT RASI, 1ste Verweerder, en NOLUVUYO DORIS RASI, 2de Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof dateer 9 Mei 2000 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Vrydag, 1 September 2000 om 15:00, by die Balju se Veilingskamer, Grondvloer, h/v Rink- en Clydestraat, 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 1235, Kwadwesi, in die Munisipaliteit en afdeling van Port Elizabeth, groot 258 vierkante meter, gehou kragtens Transportakte T117924/98, ook bekend as 59 Mngqabenestraat, Kwadwesi, Port Elizabeth.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter deur die oprigting van 'n woonhuis bestaande uit sitkamer, drie slaapkamers, badkamer, kombuis en motorhuis.

'n Verband is beskikbaar aan 'n goedgekeurde koper.

Betaalvoorwaardes: Tien persent (10%) van die koopprys moet onmiddellik na die veiling tesame met die afslaaers 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 Hooggeregshof, Port Elizabeth (Tel. 582-2792).

Greyvensteins Nortier, St George Huis, Parkrylaan 104, Port Elizabeth. (Ref. H. le Roux/sh/ZZ13791.)

Saak No. 8253/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen STAD TYGERBERG, Eiser, en Mnr. C. B. RADYN, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 13 April 2000 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Donderdag, 21 September 2000 om 12H30, op die perseel te Jakarandalaan 4, 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 10605, Parow, groot 496 vierkante meter, gehou kragtens Transportakte T10625/1965.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is 3 slaapkamers, badkamer, toilet, sitkamer, eetkamer, kombuis en motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, Mnr. C. J. Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Tel. 939-0040), en/of die Balju, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys moet onmiddellik na die veiling tesame met die afslaaers 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 dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die afslaer, Mnr. C. J. Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 939-0040) en/of die Balju, Bellville (Tel. 948-8326).

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Ref. JF/MB/B800.)

Saak No. 8065/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen STAD TYGERBERG, Eiser, en B CALITZ, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 12 April 2000 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Dinsdag, 19 September 2000 om 10H30, op die perseel te Selbournestraat 90, 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 3263, Parow, groot 595 vierkante meter, gehou kragtens Transportakte T27878/1989.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is sitkamer, 3 slaapkamers, kombuis, badkamer, toilet en motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, Mnr. C. J. Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Tel. 939-0040), en/of die Balju, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys moet onmiddellik na die veiling tesame met die afslaaers 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 dië van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, Mnr. C. J. Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 939-0040) en/of die Balju, Bellville (Tel. 948-8326).

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Ref. JF/MB/B509.)

Saak No. 7540/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

**In die saak tussen STAD TYGERBERG, Eiser, en mnr. R. PHILLIPS, 1ste Verweerder, en
Mev. PHILLIPS, 2de Verweerderes**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 7 April 2000 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Dinsdag, 19 September 2000 om 9H30, op die perseel te Proteastraat 29, Ravensmead, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer/Balju by die veiling uitgelees sal word:

Erf 17167, Parow, groot 328 vierkante meter, gehou kragtens Transportakte T25962/1997.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is 2 slaapkamers, buite toilet, sitkamer en kombuis.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, Mnr. C. J. Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Tel. 939-0040), en/of die Balju, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaaers 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 dië van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die afslaer, Mnr. C. J. Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 939-0040) en/of die Balju, Bellville (Tel. 948-8326).

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Ref. JF/MB/B670.)

Saak No. 6731/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

**In die saak tussen STAD TYGERBERG, Eiser, en mnr. N M DANIELS, Eerste Verweerder, en
mev. DANIELS, Tweede Verweerderes**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 14 April 2000 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Dinsdag, 19 September 2000 om 12H30, op die perseel te Robertsiaan 102, Ravensmead, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer/Balju by die veiling uitgelees sal word:

Erf 8252, Parow, groot 491 vierkante meter, gehou kragtens Transportakte T39857/1997.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is 3 slaapkamers, badkamer, toilet, sitkamer, eetkamer en kombuis.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, Mnr. C. J. Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Tel. 939-0040), en/of die Balju, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprijs van die eiendom moet onmiddellik na die veiling tesame met die afslaaers en/of Balju-kommissie betaal word. Die balans-koopprijs is betaalbaar teen registrasie van transport tesame met rente op die volle koopprijs teen 20% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die afslaer, Mnr. C. J. Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 939-0040) en/of die Balju, Bellville (Tel. 948-8326).

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Ref. JF/MB/B1097.)

Case No. 1855/99

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

In the matter between STANDARD BANK OF S.A. LIMITED, Plaintiff, and WILLIAM MICHAEL JOHN WALKER, in his capacity as Co-Trustee for the time being of the WILSON FAMILY TRUST, IT 601/95, First Defendant, ANTHONY JAMES BOWES, in his capacity as Co-Trustee for the time being of the WILSON FAMILY TRUST, IT 601/95, Second Defendant, WILLIAM MICHAEL JOHN WALKER, Third Defendant, and LINDY CHARLENE WALKER, Fourth Defendant

In pursuance of a judgment of the above Honourable Court dated 6 August 1999 and an attachment in execution dated 7 September 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, 8 September 2000 at 15h00:

A unit consisting of:

1. (a) Section 13 (thirteen) as shown and more fully described on Sectional Plan SS132/1983 in the scheme known as Rydal in respect of the land and building or buildings situated at Port Elizabeth Central, in the Municipality of Port Elizabeth, Province of the Eastern Cape of which the floor area, according to the said sectional plan is 34 (thirty-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.

2. (a) Section 14 (fourteen) as shown and more fully described on Sectional Plan SS132/1983 in the scheme known as Rydal in respect of the land and building or buildings situated at Port Elizabeth Central, in the Municipality of Port Elizabeth, Province of the Eastern Cape of which the floor area, according to the said sectional plan is 127 (one hundred and twenty-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, situated at 7 Rydal, 19 Newington Street, Central, Port Elizabeth.

While nothing is guaranteed, it is understood that the main building consists of lounge, dining-room, 3 bedrooms, bathroom, 2 w.c., kitchen, balcony while the out building consists of 2 garages.

The conditions of sale will be read prior to the sale and may be inspected at the office of the Sheriff, 15 Rink Street, Central, Port Elizabeth or at Plaintiff's Attorneys. Further details can be obtained from the offices of the Plaintiff's Attorneys, at 173 Cape Road, Greenacres, Port Elizabeth. Telephone (041) 396-9225.

Terms: 10% deposit and Sheriff's charges of 5% of the proceeds of the sale which shall be paid by the purchaser up to a price of R30 000 and thereafter 3% on the balance, up to a maximum fee of R7 000, subject to a minimum of R260, on the date of sale, the balance against transfer to be secured by a bank or bank guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days from the date of the sale.

Dated at Port Elizabeth this the 21st day of July 2000.

R. Willcock, for Joubert Galpin & Searle, Plaintiff's Attorneys, 173 Cape Road, Port Elizabeth. (Ref. R. Willcock/lvd/46415.)

Case No. 11740/98

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

In the matter between BOE BANK LIMITED, known as NBS BOLAND BANK LIMITED, registration number 51/00847/06, formerly trading as NBS Bank Limited, Plaintiff, and JAKOBUS PETRUS DELPORT, Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 31 March 1998 and a writ of execution dated 1 April 1998 the property listed hereunder will be sold in execution on Friday, 8 September 2000 at the Magistrate's Court, North End, Port Elizabeth at 14h15:

Certain Erf 1533, Mount Road, in the Municipality and Division of Port Elizabeth, Province of the Eastern Cape, measuring 867 (eight hundred and sixty seven) square metres, situated at 15 Kingston Road, Perridgevale, Port Elizabeth.

Improvements: Although not guaranteed, it consists of a double storey, detached brick under tile roof private dwelling with lounge, dining room, study, entrance hall, kitchen, 4 bedrooms, 1,5 bathrooms, 2 showers, 3 w/cs, sun room, play room, shower, 2 garages, 2 carports, store room and outside w/c.

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 17,5% (seventeen comma five 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 office of the Sheriff of the Magistrate's Court.

Dated at Port Elizabeth this 20th day of July 2000.

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

Case No. 5309/00

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

In the matter between ABSA BANK LTD, Plaintiff, and KOMOLE MICHAEL DIKWETLA, First Defendant, and MPHO ETHEL DIKWETLA, Second Defendant

In pursuance of a judgment granted on 07.06.2000, in the Kuilsrivier Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 4/09/2000 at 09:00 at Kuils River Magistrate's Court to the highest bidder:

Description: Erf 1085, Blue Downs in the Local Area of Blue Downs, Division Stellenbosch, Province Western Cape, in extent 357 square metres.

Improvements: 3 bedrooms, kitchen, lounge, dining-room, one and a half bathroom, garage, tiled roof.

Held by the Defendants in their name under Deed of Transfer T4831/95.

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 10% of the purchase price in cash or by bank guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15,50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

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

4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Bellville on this 21 July 2000.

E C Jearey, for Malan Laas & Scholtz Inc., Plaintiff's Attorneys, No. 2 Park Alpha, Du Toit Street, Bellville, 7530; P O Box 606, Sanlamhof, 7532. [Tel. (021) 946-3165.] (Ref. E C Jearey/SS/A0020/497.)

Case No. 1543/97

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

In the matter between ABSA BANK LTD, Plaintiff, and MARIA ELIZABETH THYS, Defendant

In pursuance of a judgment granted on 4/06/1997, 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 30/08/2000 at 09h00 at the Magistrate's Court Kuils River to the highest bidder:

Description: Erf 1033, Eerste River, in the Cape Metropolitan, Division Stellenbosch, Province: Western Cape, also known as 13 Coucal Street, Devon Park, Eerste River, in extent 306 square metres.

Improvements: 3 bedrooms, lounge, kitchen, bathroom/toilet.

Held by the Defendant in her name under Deed of Transfer T34237/95.

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 10% of the purchase price in cash or by bank guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15,50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.
3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Bellville on this 25 July 2000.

E C Jearey, for Malan Laas & Scholtz Inc., Plaintiff's Attorneys, No. 2 Park Alpha, Du Toit Street, Bellville, 7530; P O Box 606, Sanlamhof, 7532. [Tel. (021) 946-3165.] (Ref. E C Jearey/SS/A0001/19.)

Saak No. 4019/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VREDENBURG GEHOU TE VREDENBURG

In die saak tussen FIRSTRAND BANK BEPERK, Eiser, en BONAVENTURE THOMAS PORTER, Eerste Verweerder, en JANE MAGDALENA PROTER, Tweede Verweederes

Ter uitvoering van 'n vonnis van die Landdroshof te Vredenburg sal 'n veiling van die ondervermelde eiendom gehou word op Donderdag, 7 September 2000 om 10h00 by die perseel naamlik:

Erf 8543, Saldanha, groot 308 vierkante meter, ligging Penquinslot 6, White City, Saldanha, bestaande uit sitkamer, kombuis, 2 slaapkamers, badkamer en toilet.

Volledige voorwaardes van die veiling sal voor die veiling gelees word en is ter insae beskikbaar by die kantoor van die Balju vir die Landdroshof, Vredenburg en by die kantore van die ondergetekende.

Gedateer te Saldanha op hierdie 27ste dag Julie 2000.

F W Edwards Ing., Prokureurs vir Eiser, Da Gamastraat 14, Saldanha. (Verw. FWE/re/E0028/1.)

Saak No. 207/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VREDENBURG GEHOU TE VREDENBURG

In die saak tussen FIRSTRAND BANK BEPERK, Eiser, en LOUIS VAN ZYL, Verweerder

Ten uitvoering van 'n vonnis van die Landdroshof te Vredenburg sal 'n veiling van die ondervermelde eiendom gehou word op Donderdag, 7 September 2000 om 15h00 by die perseel naamlik:

Erf 3108, Vredenburg, groot 947 vierkante meter, ligging: Venusstraat 17, Vredenburg bestaande uit sitkamer, 3 slaapkamers, kombuis, badkamer sowel as ouma woonstel bestaande uit 2 slaapkamers, groot familiekamer, badkamer, met enkel motorhuis.

Volledige voorwaardes van die veiling sal voor die veiling gelees word en is ter insae beskikbaar by die kantoor van die Balju vir die Landdroshof, Vredenburg en by die kantore van die ondergetekende.

Gedateer te Saldanha op hierdie 27ste Julie 2000.

F W Edwards Ing., Prokureurs vir Eiser, Da Gamastraat 14, Saldanha. (Verw. FWE/re/F0039/1.)

Saak No. 11931/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN GOODWOOD GEHOU TE GOODWOOD

**In die saak tussen ABSA BANK BEPERK, Eiser, en NUNTHIANITHYA MOODLEY, en
GEORGINA SOPHIA MOODLEY, Verweerders**

Ten uitvoerlegging van die vonnis van die Landdroshof, Goodwood gedateer 28 November 1996 sal die onroerende eiendom hieronder beskryf op Vrydag, die 8ste dag van September 2000 om 11h30 op die perseel te Frieslandsingel 54, Montana, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

'n Woonhuis met dak bestaande uit sitkamer, eetkamer, kombuis, 3 slaapkamers, 1½ badkamer en afdak, ook bekend as Frieslandsingel 54, Montana, Erf 113042, Kaapstad, geleë in die stad Kaapstad, afdeling Kaap, provinsie Wes-Kaap; groot 630 (seshonderd en dertig) vierkante meter, gehou kragtens Transportakte Nr. T59528/1987.

Verkoopvoorwaardes:

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

2. Een tiende ($\frac{1}{10}$) van die koopprijs tesame met rente daarop teen 19,25% 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 verdere voorwaardes ter insae lê by die kantoor van die Balju van die Landdroshof, Eppinglaan, Elsiesrivier.

Afslaer: Die Balju, Landdroshof, Goodwood.

Gedateer te Goodwood hierdie 26ste dag van Julie 2000.

P. F. Vos, vir Visagie Vos & Vennote, Prokureurs vir Eiser, Vasco Boulevard 181, Goodwood. [Tel. (021) 591-9221.] (Verw. PFV/A Bonhuys/AB.91).

Saak No. 1483/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MALMESBURY GEHOU TE ATLANTIS

In die saak tussen ABSA BANK BEPERK, Eiser, en JASON TURNER en JEMYNA TURNER, Verweerders

Ten uitvoerlegging van die vonnis van die Landdroshof Malmesbury gedateer 2 Junie 2000, sal die onroerende eiendom hieronder beskryf op Woensdag, 6 September 2000 om 10:00, op die perseel te Atlantis Landdroshof per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

'n Woonhuis bestaande uit 3 slaapkamers, sit- & eetkamer, kombuis, badkamer en toilet ook bekend as Courserweg 35, Robinvale, Atlantis.

Erf 3242, Wesfleur, geleë in die munisipaliteit Blaauwberg, afdeling Kaap, provinsie Wes-Kaap, groot 220 (twee honderd en twintig) vierkante meter, gehou kragtens Transportakte T37975/1999.

Verkoopvoorwaardes:

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

2. Een tiende ($\frac{1}{10}$) van die koopprijs tesame met rente daarop teen 16% 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 verdere voorwaardes ter insae lê by die kantoor van die Balju van die Landdroshof, St Johnstraat, Malmesbury.

Afslaer: Die Balju, Landdroshof, Malmesbury.

Gedateer te Goodwood op hierdie 25ste dag van Julie 2000.

P. F. Vos, vir Visagie Vos & Vennote, Prokureurs vir Eiser, Vasco Boulevard 181, Goodwood. [Tel. (021) 591-9221.] (Verw. PFV/A. Bonhuys/AB.446.)

Saak No. 1483/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MALMESBURY GEHOU TE ATLANTIS

In die saak tussen ABSA BANK BEPERK, Eiser, en JASON TURNER en JEMYNA TURNER, Verweerders

Ten uitvoerlegging van die vonnis van die Landdroshof Malmesbury gedateer 2 Junie 2000 sal die onroerende eiendom hieronder beskryf op Woensdag, 6 September 2000 om 10:00, op die perseel te Atlantis Landdroshof per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

'n Woonhuis bestaande uit 3 slaapkamers, sit & eetkamer, kombuis, badkamer en toilet, ook bekend as Courserweg 35, Robinvale, Atlantis.

Erf 3242, Wesfleur, geleë in die munisipaliteit Blaauwberg, afdeling Kaap, provinsie Wes-Kaap, groot 220 (tweehonderd en twintig) vierkante meter, gehou kragtens Transportakte No. T37975/1999.

Verkoopsvoorwaardes:

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

2. Een tiende (1/10) van die koopprys tesame met rente daarop teen 16% 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 verkoopsvoorwaardes.

Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die Balju van die Landdroshof, St Johnstraat, Malmesbury.

Afslaer: Die Balju, Landdroshof, Malmesbury.

Gedateer te Goodwood op hierdie 25ste dag van Julie 2000.

P. F. Vos, vir Visagie Vos & Vennote, Prokureur vir Eiser, Vasco Boulevard 181, Goodwood. [Tel. (021) 591-9221.] (Verw. PFV/A. Bonthuys/AB.446.)

Case No. 18860/2000

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

In the matter between BOE BANK LIMITED, Plaintiff, and CHRISTOPHER LEONARD RAUTENBACH, Defendant

The following property will be sold in execution on Friday, 1 September 2000 at 09:45 to the highest bidder at 38 Arum Road, Harmony Park, Gonubie, East London:

Erf 3933, Gonubie, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 441 square metres, held under Deed of Transfer No. T5431/1997.

The following improvements are reported but not guaranteed: A single storey dwelling constructed of face brick with tiled roof, consisting of lounge, kitchen, 2 bedrooms, bathroom and toilet.

Conditions:

1. A deposit of ten (10) per centum of the purchase price must be paid in cash or by a deposit-taking institution guaranteed cheque at the time of the sale and the balance against registration of transfer.

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

3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the Sheriff's Office, 4 Lower Oxford Street, East London.

Dated at East London on this 31st day of July 2000.

M. Moodley, for Gravett Schoeman Van Rensburg & Moodley Inc., Plaintiff's Attorneys, 29 St Peters Road, Southernwood, East London. (Ref. Mr Moodley/rm/N330.)

Saak No. 5897/98

IN DIE LANDDROSHOF VIR DIE DISTRIK STRAND GEHOU TE STRAND

In die saak tussen BOE BANK BEPERK, Eiser, en JEROME CLIVE SMITH, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 3 Augustus 1999 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Donderdag, 7 September 2000 om 12:00, by die perseel 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 14404, Strand, in die munisipaliteit Helderberg, afdeling Stellenbosch, provinsie Wes-Kaap, groot 218 vierkante meter, gehou kragtens Transportakte T31133/1990, met straatadres te Chanitaslot 40, Serkor Park, Strand.

Alhoewel geen waarborge gegee word nie, word die volgende inligting verskaf: Die eiendom is verbeter en bestaan uit kombuis, sitkamer, badkamer en twee slaapkamers.

Die eiendom kan geïnspekteer word in oorleg met die Balju/afslaer, vir die distrik Strand, Tel. (021) 853-7436.

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.

Verkoopsvoorwaardes: Die volledige verkoopsvoorwaardes lê ter insae by die afslaer/balju, vir die distrik Strand, Tel. (021) 853-7436 en by die kantore van Van der Spuy & Vennote, 2de Vloer, The Bridge, Durbanweg 304, Bellville. Die aanwysings om by die perseel waarop die verkoping gaan plaasvind uit te kom, is verkrygbaar vanaf die Balju by bogemelde telefoonnommer.

Gedateer te Bellville op hierdie 31ste dag van Julie 2000.

D. Beukes, vir Van der Spuy & Vennote, Prokureurs vir Vonniskskuldeiser, 2de Vloer, The Bridge, Durbanweg 304, Bellville. (Verw. N. Smuts/B2106.)

Case No. 37541/99

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

In the matter between BOE BANK LIMITED, Plaintiff, and CLAUDE VICENTE BROWN, Identity No. 6306095160086, First Defendant, and VANESSA MARGARETTE BROWN, Identity No. 7103010120082, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 20 December 1999, the property listed hereunder, and commonly known as 9 Wooddale Close, Ottery, will be sold in execution at the premises on Monday, 4 September 2000 at 12:00, to the highest bidder:

Erf 4020 (Portion of Erf 606), Ottery, situated in the South Peninsula Municipality, Cape Division, Province of the Western Cape in extent 187 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, Wynberg, 7 & 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this 26th day of July 2000.

I. Broodryk, for Cliffe Dekker Fuller Moore Inc., 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. IB/D. Brandt/N.2984.)

Case No. 26521/92

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

In the matter between NBS BANK LIMITED, formerly NATAL BUILDING SOCIETY LIMITED, Plaintiff, and OHLSON JOHN MANUS, First Defendant, and SARAH PAULINE MANUS, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 16 June 1992, the property listed hereunder, and commonly known as 57 Petunia Street, Silvertown, Athlone, will be sold in execution at the premises on Friday, 1 September 2000 at 14:00, to the highest bidder:

Erf 131576, Cape Town at Athlone, in the Municipality of Cape Town, Division Cape, Western Cape Province, in extent 485 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with asbestos roof, comprising 3 bedrooms, lounge, kitchen, bathroom/toilet as well as a detached dwelling comprising 2 bedrooms, kitchen, lounge and bathroom/toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 & 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this 24th day of July 2000.

I. Broodryk, for Cliffe Dekker Fuller Moore Inc., 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. IB/D. Brandt/N.1147.)

Case No. 4301/97

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

In die matter between J W DRANKHANDELAARS BK, Applicant, and ANDREW DEMAS, Defendant

In pursuance of a judgment granted on 20 June 1997 in the Malmesbury Magistrate's Court, the following property will be sold to the highest bidder on Wednesday, 13 September 2000 at 10:00, at Atlantis Court:

Description: Erf 3769, Wesfleur, situated in the area of Blaauwberg Municipality, Division Cape, Western Cape Province, in extent nine hundred and thirty one (931) square metres, held by Deed of Transfer T236/95.

Postal address: 102 Swift Street, Atlantis.

Improvements: Dwelling: Plastered building with asbestos roof consisting of 3 bedrooms, lounge, open plan kitchen and dining room, 3 bathrooms, double garage, servant's quarters with 2 bedrooms and swimming pool.

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, Malmesbury Tel. No. (022) 482-3090.

2. *Payment:* Ten percentum of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,50% from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on this 31st day of July 2000.

H. du P. Lombard, for Van Niekerk Groenewoud & Van Zyl Inc., Attorney for H. du P Lombard, 204 Santyger Building, 313 Durban Road, Bellville. (Ref. HDUPL/LvdB/L0036/1620.)

Saak No. 3117/98

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Suidoos-Kaapse Plaaslike Afdeling)

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en DELANO SHAMLEY in his capacity as trustee of THE DELANO SHAMLEY FAMILY TRUST, No. TM/4564/2, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 11 Februarie 1999 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 1 September 2000 om 15:00, by die Balju se afslaskamer, Grond Vloer, Rinkstraat 15, Port Elizabeth, h/v Rink & Clydestraat, 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 3608, Korsten in die Munisipaliteit en Afdeling van Port Elizabeth, groot 486 vierkante meter, gehou kragtens Transportakte T82332/95, ook bekend as Strangstraat 71, Sidwell, Port Elizabeth.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter deur die oprigting van 'n woonhuis bestaande uit 4 slaapkamers, sitkamer, kombuis, badkamer en enkel motorhuis.

Betaalvoorwaardes: Tien persent (10%) van die koopprys moet onmiddellik na die veiling tesame met die Afslasker- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopsvoorwaardes: Die volledige verkoopsvoorwaardes lê ter insae by die Balju van die Hooggeregshof, Port Elizabeth (Tel. 582-2792).

Dateer te Port Elizabeth op 2 Augustus 2000.

Greyvensteins Nortier, St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. WE/Z13217.)

Saak No. 1011/00

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Suidoos-Kaapse Plaaslike Afdeling)

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en WENDY HELEN FLOYD, Identity No. 6609120076007, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 23 Junie 2000 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 1 September 2000 om 15:00, by die Balju se afslaskamer, Grond Vloer, Rinkstraat 15, Port Elizabeth, h/v Rink & Clydestrate, 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 2586, Fairview in die Munisipaliteit en Afdeling van Port Elizabeth, groot 205 vierkante meter, gehou kragtens Transportakte T60245/93, ook bekend as Fernglade Place 35, Overbaakens, Port Elizabeth.

Die volgende inligting word verstrekk, maar niks word gewaarborg nie: Die eiendom is verbeter deur die oprigting van 'n woonhuis bestaande uit sitkamer, 2 slaapkamers, badkamer en kombuis.

Betaalvoorwaardes: Tien persent (10%) van die koopprys moet onmiddellik na die veiling tesame met die afslaaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopsvoorwaardes: Die volledige verkoopsvoorwaardes lê ter insae by die Balju van die Hooggeregshof, Port Elizabeth (Tel. 582-2792).

Dateer te Port Elizabeth op hierdie 2de dag van Augustus 2000.

Greyvensteins Nortier, St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. WE/Z13852.)

Saak No. 1188/99

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

**In die saak tussen BEAUFORT WES MUNISIPALITEIT, Vonnisskuldeiser, en
MNR S FREDERICKS, Vonnisskuldenaar**

Ingevolge uitspraak van die bogenoemde Agbare Hof en die Lasbrief vir Eksekusie gedateer 22 Maart 2000, op die perseel soos later hierin vermeld, sal die vermeldde eiendom verkoop word aan die persoon/e wat die hoogste aanbod maak, op 7 September 2000 om 11h00, naamlik:

1. Erf 6070, Beaufort-Wes, groot 653 (ses honderd drie en vyftig) vierkante meter, gehou kragtens Transportakte T18102/97, geleë te 4de Laan 3, Hillside, Beaufort-Wes.

Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie: Enkel verdieping steen gebou met sinkdak bestaande uit 3 slaapkamers, sitkamer, badkamer, toilet, kombuis en buite gebou.

Die verkoopvoorwaardes sal onmiddellik voor die verkoping gelees word, en ter insae lê in die kantoor van die Balju, Beaufort-Wes, en by die ondergetekendes se kantoor te Donkinstraat 36, Beaufort-Wes.

Die belangrikste voorwaarde daarin vervat is die volgende: Dat die eiendom vir kontant aan die hoogste bieder verkoop sal word en verder volgens die volledige verkoopsvoorwaardes.

Geteken te Beaufort-Wes op hierdie 2de dag van Augustus 2000.

Crawfords Ingelyf, Donkinstraat 36, Posbus 25, Beaufort-Wes, 6970.

Case No. 888/98

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and ANDRIES MANUEL, First Defendant,
and HESTER SOPHIA MANUEL, Second Defendant**

In pursuance of a Judgment in the Magistrate's Court for the District of Stellenbosch and a warrant of execution dated 13 January 2000, the following property will be sold in execution to the Magistrate's Court, Stellenbosch on 29 August 2000 at 11:45, to the highest bidder:

Erf 5217, Stellenbosch, situate in the Municipality and Division of Stellenbosch, Western Cape Province, measuring 190 (one hundred and ninety) square metres, held by Deed of Transfer No. T42446/93, also known as 4 Africa Street, Cloeteville, Stellenbosch, Western Cape Province.

Conditions of sale:

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

2. The following improvements on the property are reported but nothing is guaranteed: 2 bedrooms, lounge, bathroom/toilet, diningroom, kitchen.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 14,5% per annum, calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor, then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within fourteen (14) days of the date of sale.

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

Cluver Markotter Inc., Attorneys for Plaintiff, Meulplein Building, Meulplein Street, Stellenbosch. (Ref: PLH/mk/129838.)

Saak No. 1202/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BREDASDORP GEHOU TE BREDASDORP

In die saak tussen BREDASDORP MUNISIPALITEIT, Eiser, en JACOB WILLIAM PATEL, Eerste Verweerder, en PAULINA HENDRINA PATEL, Tweede Verweerder

Ingevolge 'n vonnis gelewer op 23 Desember 1999, in die Bredasdorp Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die goedere hieronder beskryf, in eksekusie verkoop op 08 September 2000 om 11:00vm te Landdroskantoor, Langstraat, Bredasdorp, aan die hoogste bieder:

Beskrywing: Erf 4065, Bredasdorp, geleë in die Munisipaliteit en Afdeling, Bredasdorp, Provinsie Wes-Kaap, Erfnommer 4065, grootte 200 vierkante meter.

Eiendomsadres: Lelieweg 9, Bredasdorp.

Verbeterings: Die eiendom is verbeter met 'n woonhuis.

Soos gehou deur die skuldenaar kragtens Akte van Transport nommer T99119/98.

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

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

Gedateer te Bredasdorp op 31/7/00.

Luttig & Seuns, Eiser se Prokureur, Waterkantstraat, Bredasdorp, 7280. (Verwysing: Z10856.PT.)

Case No. 4189/98

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

In the matter between ABSA BANK LIMITED, Plaintiff, and KLARESSA KAROOLS, Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Stellenbosch and a warrant of execution dated 30 May 2000, the following property will be sold in execution at the Magistrate's Court, Stellenbosch on 29 August 2000 at 12:00, to the highest bidder:

Section 13 (Erf 4435), as shown and more fully described on Sectional Plan SS106/1990 in die building or buildings known as Vineyard Court, situated at Idas Valley, in the Municipality and Division of Stellenbosch, Western Cape Province, measuring 46 (forty-six) square metres, held by Deed of Transfer ST106/1990 (13) (unit), also known as 9 Vineyard Court, Bloekom Avenue, Idas Valley, Stellenbosch, Western Cape Province.

Conditions of sale:

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

2. The following improvements on the property are reported but nothing is guaranteed: Bedroom, bathroom/toilet, open plan lounge and kitchen.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 14,5% per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within fourteen (14) days of the date of sale.

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

Cluver Markotter Inc., Attorneys for Plaintiff, Meulplein Building, Meulplein Street, Stellenbosch. (Ref. PLH/mk/129914.)

Case No. 51479/99

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, Plaintiff, and WAYNE WALTER GARDINER, Defendant

In pursuance of a judgment dated 23rd December 1999 and an attachment on the 15th February 2000, the following immovable property will be sold at 11 Welsford Avenue, Ben Kamma, Port Elizabeth, by public auction on Thursday, the 7th day of September 2000 at 11:00:

Erf 3144, Kabega, in extent 936 square metres, situated at 11 Welsford Avenue, Ben Kamma, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a conventional dwelling under tile consisting of two bedrooms, bathroom, kitchen, lounge and dining-room.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court South, 8 Rhodes Street, Port Elizabeth.

Terms: 10% on the date of sale, the balance, including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within fourteen (14) days of sale. Sheriff's charges (5% on first R30 000 and thereafter 3% to a maximum of R7 000, with a minimum of R260 plus VAT) are also payable on date of sale.

Dated at Port Elizabeth on this the 4th day of August 2000.

Friedman Scheckter, Plaintiff's Attorneys, 75 Second Avenue, Newton Park, Port Elizabeth. (Z04820.)

Case No. 3635/00

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

**In the matter between NBS (Division of BOE BANK LIMITED), Execution Creditor, and
Mrs. M. DAVIDS, Execution Debtor**

The following property will be sold voetstoots and without reserve in execution by public auction on site, to the highest bidder on Tuesday, 5th September 2000 at 12:00:

Erf 151533, Cape Town, situated in the area of the Cape Town Municipality, Cape Division, Western Cape Province, in extent ninety-seven (97) square metres.

Address: 1 Lion Street, Cape Town.

Conditions of sale:

1. The following information is furnished but not guaranteed: A double-storey house consisting of a living room, bathroom, toilet, 4 bedrooms and a kitchen.

2. The full and complete conditions of sale will lie for inspection at the offices of the Sheriff of the Court.

3. Payment shall be effected as follows: Ten per cent (10%) of the purchaser price on the day of the sale and the balance together with interest thereon at the rate of sixteen per cent (16%) per annum from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Buchanan Boyes, 1 Cornwall Place, Wynberg. (Ref. W. D. Baxter/EOB001.)

Saak No. 355/99

IN DIE LANDDROSHOF VIR DIE DISTRIK GRABOUW GEHOU TE GRABOUW

In die saak tussen MAGIEL DE KOK, h/a MIKE'S MEAT, Eiser, en S.P. GERTZE, h/a GERTZE POULTRY, Verweerder

Ingevolge 'n vonnis gelewer op 15 Julie 1999, in die Grabouw Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 5de September 2000 om 10h00, te Somerset Wes Landdroshof, aan die hoogste bieder, met geen reserweprys:

Beskrywing: Erf 2505, Macassar, groot drie honderd een-en-vyftig (351) vierkante meter, gehou kragtens Akte van Transport T2828/1986.

Straatadres: Showboatstraat 101, Macassar.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit 'n woonhuis bestaande uit 3 slaapkamers, kombuis, sitkamer, badkamer, toilet en enkel motorhuis. Teëldak en baksteenmure.

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 Somerset Wes, Kerkstraat 5, Somerset Wes.

Gedateer te Grabouw op 10 Julie 2000.

C. J. Reyneke, vir C. J. Reyneke Prokureurs, Eiser se Prokureur, Hoofweg 34 (Posbus 50), Grabouw, 7160. [Tel. (021) 859-5101.] (Verw. R180/99JJ.)

Case No. 13499/00

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

In the matter between ABSA BANK LIMITED, Execution Creditor, and FAHIEM JONATHAN, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Mitchells Plain dated 3rd July 2000, the following will be sold in execution on the 5th day of September 2000 at 10h00 at the Mitchells Plain Magistrate's Court to the highest bidder:

Erf 10514, Mitchells Plain, situated in the City of Cape Town, Cape Division, Western Cape Province measuring 160 m².

The following information is furnished regarding the property, but is not guaranteed: The property is situated at 69 Bluebell Street, Lentegeur, Mitchells Plain. Upon the property is a dwelling house of brick under tile roof consisting of 2 bedrooms, bathroom, toilet, lounge and kitchen.

Material conditions of sale: The purchaser shall pay ten per centum (10%) of the purchase price in cash or by a bank guaranteed cheque at the time of sale and the Sheriff shall require of any bidder satisfactory proof of his ability to pay the required deposit. The balance of the purchase price, together with interest on the full purchase price at the rate of 14,5% per annum, calculated and capitalised as from date of sale to date of transfer shall be paid on transfer and shall be secured by means of a bank guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff, Mitchells Plain North.

Dated at Durbanville on this the 21st day of July 2000.

E. Louw, for Louw & Coetzee, Plaintiff's Attorneys, 35 Main Road, P.O. Box 146, Durbanville. [Tel. (021) 976-3180.] (Ref. E. Louw/Esmé.)

Saak No. 6316/99

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen ABSA BANK BEPERK, Eiser, en JOHAN FRANCOIS SMITH, Eerste Verweerder, en MARIË SMITH, Tweede Verweerder

Ingevolge 'n vonnis van die bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 29ste Junie 1999 sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju op Donderdag, 31 Augustus 2000 om 11h00, voor die Landdroshof, Uitenhage, aan die hoogste bieder:

Erf 1727, Despatch, in die Munisipaliteit van Despatch en afdeling van Uitenhage, groot 1 190 vierkante meter (eenduisend eenhonderd en negentig vierkante meter), gehou kragtens Transportakte T3650/96, geleë te Pirowstraat 6, Despatch.

Verbeterings: Gesoneer: Enkelwoondoeleindes. 'n Woonhuis met gebruiklike buite geboue alhoewel geen waarborg in verband daarmee gegee word nie.

Terme en voorwaardes: Die 10% van die koopprys sal tydens die verkoping betaalbaar wees en indien die Balju as afslaer opgetree het, sal 5% van die opbrengs van die verkoping tot 'n prys van R30 000 en daarna 3% tot maksimum van R7 000 met 'n minimum van R260 ook deur die koper aan die Balju betaalbaar wees tydens die verkoping en vir die balans moet 'n aanneembare bank waarborg 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 Suid, Magenisstraat, Uitenhage.

Gedateer te Uitenhage op die 18de dag van Julie 2000.

G. P. van Rhyne, Minnaar & Kie. Ing., Eerste Vloer, Rhyningebou, Republiek Plein, Uitenhage. (Verw. CTAM/tdp/S08513.)

Case No. 15119/00

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

In the matter between FIRSTRAND BANK, formerly t/a FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, No. 05/01225/06, Plaintiff, and SULAIMAN JAKOET, First Defendant, and FAEZA JAKOET, Second Defendant

In the above matter a sale will be held on Tuesday, 29 August 2000 at 10:00 am at the site being 8 Aquarius Road, Marconi Beam, Milnerton:

Erf 19839, Milnerton in the Blaauwberg Municipality, Cape Division, Western Cape Province, being 8 Aquarius Road, Marconi Beam, Milnerton, measuring two hundred and seventeen (217) square metres, held by Defendants under Deed of Transfer No. T47597/1996.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrate's Court Act No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed):

A brick dwelling comprising of 3 bedrooms, bathroom, lounge & kitchen.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Cape Town, and at the offices of the undersigned.

Dated at Grassy Park this 19th day of July 2000.

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 J.L. Martinson & Company, 717 Grand Parade Centre, Adderley Street, Cape Town.

Case No. 26106/99

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

In the matter between FIRSTRAND BANK LIMITED, formerly t/a FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, No. 05/01225/06, Plaintiff, and MOGAMAT SHAHEEM EDRIES, Defendant

In the above matter a sale will be held on Monday, 28 August 2000 at 2.00 pm at the site being 3 Carter Road, Sasmere Estate, Retreat:

Erf 82231, Cape Town, at Retreat in the South Peninsula Municipality, Cape Division, Western Cape Province, being 3 Carter Road, Sasmere Estate, Retreat, measuring five hundred and thirty-five (535) square metres, held by Defendant under Deed of Transfer No. T120150/1998.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrate's Court Act No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed):

Single dwelling with brick walls under a tiled roof consisting of 3 bedrooms, lounge, kitchen, bathroom, toilet and 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, Wynberg, and at the offices of the undersigned.

Dated at Grassy Park this 18th day of July 2000.

E.W. Domingo, for E. W. Domingo & Associates, Plaintiff's Attorneys, 10 Market Street, Grassy Park. (Tel. 706-2873/4/5.)

Case No. 3466/00

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

In the matter between ABSA BANK LIMITED, formerly t/a UNITED BANK, Plaintiff (Execution Creditor), and MOGAMAT NOOR PETERSEN, First Defendant (First Execution Debtor), and FARIDA PETERSEN, Second Defendant (Second Execution Debtor)

In pursuance of a judgment given in the Court of the Magistrate of Wynberg and a writ of execution dated February 2000, a sale in execution will take place on Friday, the 1st day of September 2000 at 12h00, at the premises, being 56 Delia Road, Grassy Park, Cape, of:

Certain Erf 3264, Grassy Park, in the South Peninsula Municipality, Cape Division, Western Cape Province, known as 56 Delia Road, Grassy Park, Cape, measuring 317 (three hundred and seventeen) square metres, held by the Execution Debtor under Deed of Transfer Number T12314/78.

The property is a single storey dwelling of brick walls under asbestos roof comprising approximately three bedrooms, kitchen, lounge, bathroom and toilet.

This sale in execution shall be subject to the following conditions:

1. The sale is subject to the terms and conditions of the Magistrate's Court Act No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. Ten percent (10%) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the subject matter is declared to be sold. The balance thereof together with interest at the rate of twenty percent (20%) per annum calculated on the amount of the Plaintiff's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to 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 Wynberg who shall be the auctioneer.

Dated at Cape Town this 21st day of July 2000.

T A Goldschmidt, for MacCallums Inc., Execution Creditor's Attorneys, 2nd Floor, 35 Wale Street, Cape Town, 8001.
(Ref. TAG/KD/V64210.)

Saak No. 5533/99

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

**In die saak tussen: B.O.E. BANK BEPERK vha NBS BOLAND BANK, Eksekusieskuldeiser, en
S N JANSEN & C A J JANSEN, Eksekusieskuldenaars**

Ter uitvoering van 'n Vonnis van die Landdroshof vir die distrik George en 'n Lasbrief vir Eksekusie gedateer 26 Mei 2000 sal die volgende eiendom in eksekusie verkoop word op 31 Augustus 2000 om 10:00 te die gegewe perseel naamlik:

Erf 2351, George, In die Munisipaliteit en Afdeling van George (ook bekend as Victoriastraat 37, George).

Groot: 1 010 vierkante meter.

Gehou kragtens Transportakte Nr T.66120/98.

Enkel woonhuis bestaande uit: 4 slaapkamers, kombuis, sitkamer, eetkamer, badkamer, 2 motorhuise, swembad.

Verkoopsvoorwaardes:

1. Die verkoping is onderhewig aan die bepalings van die Landdroshowewet Nr 32 van 1944 en die Reëls daaronder geproklameer. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes van die bestaande Transportakte. Die hoogste bieder sal die koper wees, onderhewig aan die bepalings van Artikel 66 van die bogemelde Wet.

2. 10% (tien persent) van die koopprijs is betaalbaar in kontant by ondertekening van die Verkoopsvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprijs, tesame met rente daarop bereken teen die huidige rentekoers van 20% vanaf datum van verkoping tot datum van registrasie, teen registrasie van transport in naam van die koper. Voormelde bedrae moet verseker wees deur 'n aanvaarbare Bank- of Bouverenigingwaarborg wat gelewer moet word binne 14 dae vanaf datum van die veiling.

3. Die koper sal alle hereregte, oordragkoste, agterstallige grondbelasting en heffings, asook grondbelastingen en heffings vir die huidige jaar en afslerskommissie betaal.

4. Belasting op Toegevoegde Waarde op die koopprijs, tensy die Vonnisskuldenaar voor die veiling die Afslaer en die Balju voorsien het van 'n skriftelike verklaring dat die verkoping van die eiendom nie 'n belasbare lewering van goed sou wees indien dit deur die Vonnisskuldenaar verkoop sou word nie en wat volledig die redes uiteensit waarom die verkoping van die eiendom deur die Vonnisskuldenaar nie 'n belasbare lewering van goed sou wees nie.

5. Die volle Voorwaardes van Verkoping lê ter insae by die kantoor van die Balju vir die Landdroshof, George, Wellingtonstraat, George, sowel as by die kantore van Mnr Raubenheimers Ingelyf, Cathedralstraat 60, George.

Gedateer te George hierdie 17de dag van Julie 2000.

R. Engelbrecht, vir Raubenheimers Ingelyf, Cathedralstraat 60 (Posbus 21), George, 6530.

Case No. 17378/2000

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and MOSES VUYISILE MPELA, First Defendant, and
LUNGISWA THEODORAH MPELA, Second Defendant**

The following property will be sold in execution on 1st September 2000, at 12h00, at 8 Bird View, Bird Street, Beacon Bay, East London, to the highest bidder subject to the provisions of the Conditions of Sale:

Erf: 4345 (portion of Erf 1379), Beacon Bay.

In extent: 511 square metres.

Held under: Title Deed No T7023/1999.

Known as: 8 Bird View Street, Beacon Bay, 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 furnished, but not guaranteed: Lounge, kitchen, separate WC, bathroom, 3 bedrooms, garage.

Dated at East London: 20/7/2000.

Abdo and Abdo, Plaintiff's Attorneys, Seventh Floor, Gasson Centre, Church Street, East London. (Ref. D. A. Barter Z08288.)

Case No. 403/2000

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

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
WILLEM JOHANNES VAN DER VYVER (I.D.: 4811115166007), Defendant**

Kindly take notice that, in execution of a judgment of the above-mentioned Court granted on 16 May 2000, in terms of a Writ of Execution issued pursuant thereto, the Sheriff of the above Honourable Court will sell the Defendant's fixed property, being:

Property description:

(a) Section No. Six as shown and more fully described on Sectional Plan No SS 3/1992, in the scheme known as Oosterhoek, in respect of the land and building or buildings situate at Cintsa, Amatola Coastal Local Council Area Division of East London, of which the floor area, according to the said sectional plan, is 111 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 S T 2201/1992.

The sale will take place at the premises at 6 Oosterhoek, Dolphin Street, Cintsa, East London, on the 31st of August 2000 at 10H00.

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:

Flat.

Dated at Grahamstown on this 26th day of July 2000.

To: The Registrar of the above Honourable Court.

W. J. Olckers & Son, Attorneys for Plaintiff, 127 High Street, Grahamstown.

Saak No. 8238/99

IN DIE LANDDROSHOF VIR DIE DISTRIK KAAPSTAD GEHOU TE KAAPSTAD

**In die saak tussen NBS BOLAND BANK BEPERK, Eiser, en GHATIEM HERCULES, 1ste Verweerder, en
LAMEZE HERCULES, 2de Verweerder**

Ingevolge 'n Vonnis gelewer op 25 Januarie 2000, in die Landdroshof Kaapstad en 'n Lasbrief van Eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op Donderdag, 7 September 2000 om 12:00 te die Landdroshof Kaapstad, aan die hoogste bieder, met geen reserweprys.

Erf 3106, Kaapstad, geleë in die Stad Kaapstad, Afdeling Kaap, Provinsie Wes-Kaap.

Beskrywing: 145 (Eenhonderd Vyf-en-Veertig) vierkante meter.

Gehou kragtens Akte van Transport Nr. T53416/1997.

Straatadres: Jordaanstraat 33, Kaapstad.

Die volgende inligting word aangegee, maar is nie gewaarborg nie:

Die eiendom bestaan uit 2 slaapkamers, kombuis, badkamer, motorhuis en 2 kamers (woning is tans onder konstruksie).

1. Die verkoping is onderhewig aan die verkoopvoorwaardes en die Wet op Landdroshowe en die Reëls onderhewig daaraan.

2. *Betaling:* Tien persent van die verkoopprijs op die dag van die veiling en die balans, tesame met rente bereken op die Eiser se eis teen 'n koers van 23% 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 belasting 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 Mandatumgebou, Barrackstraat, Kaapstad.

Gedateer te Bellville op hede 12 Julie 2000.

A. der Kinderen, Eiser se Prokureur, Rosen Park, VIII Highstraat (Posbus 3609), Tygervallei, 7536. (Tel. 914-6400.)
P.a. Walkers, 15de Verdieping, Pleinparkgebou, Pleinstraat, Kaapstad, 8000. (Verw. ADK/A. Rudman/B0096/406.)

Case No. 7665/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS,
TODD STREET, PORT ELIZABETH

**In the matter between ABSA BANK LIMITED, Plaintiff, and TANDUXOLO DLAMBA, First Defendant, and
MANUKA VERONICA DLAMBA, Second Defendant**

In pursuance of a Judgment in the Court of the Magistrate of the District of Port Elizabeth dated the 16th April 1999 the property listed hereunder will be sold in execution on Friday, the 1st day of September 2000 at 14h15 in front of the New Law Courts, Goven Mbeki Avenue, North End, Port Elizabeth:

Erf 6554, Motherwell, in the Administrative District of Uitenhage.

In extent 315 Square Metres.

Situate at 30 Cotshana Street, Motherwell, Port Elizabeth.

Conditions of sale:

The purchase price shall be payable as 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, Magistrate's Court, Port Elizabeth. A substantial bank loan can be arranged for an approved purchaser.

Dated at Port Elizabeth on this the 19th day of July 2000.

Brown Braude & Vlok Inc., Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth.
(Ref. Mr D. C. Baldie/ap.)

Case No. 8487/00

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

**In the matter between ABSA BANK LIMITED, Plaintiff (Execution Creditor), and MICHAEL PRIEST, First Defendant
(First Execution Debtor), and BERNADETTE PRIEST, Second Defendant (Second Execution Debtor)**

In pursuance of a judgment given in the Court of the Magistrate of Goodwood and a writ of execution dated June 2000, a sale in execution will take place on Wednesday, 30 August 2000 at 12:00 at the premises being 6 Oyster Road, Richwood, Western Cape, of:

Certain Erf 1638, Richmond Park, in the City of Tygerberg, Cape Division, Western Cape Province, measuring 502 (five hundred and two) square metres, held by the Execution Debtor under Deed of Transfer T8304/98.

The property is a dwelling house of brick walls under tiled roof comprising approximately three bedrooms, lounge, dining-room, kitchen, bathroom and garage.

This sale in execution shall be subject to the following conditions:

1. The sale is subject to the terms and conditions of the 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 Goodwood who shall be the auctioneer.

Dated at Cape Town this 19th day of July 2000.

T. A. Goldschmidt, for MacCallums Inc., Execution Creditor's Attorneys, Second Floor, 35 Wale Street, Cape Town, 8001. (Ref. TAG/KD/V64660.)

Case No. 27838/99

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

In the matter between ABSA BANK LIMITED, Execution Creditor, and SITHEMBISO GREEMENT MANITSHANA, First Execution Debtor, and NOZIBELE PRIMROSE MANITSHANA, Second Execution Debtor

The following property will be sold in execution by public auction held at Mitchells Plain Magistrate's Court to the highest bidder on 29 August 2000 at 10:00:

Erf 4258, Guguletu, in extent 334 (three hundred and thirty-four) square metres, held by Deed of Transfer TE17773/1996, situated at NY 6 No. 8, Guguletu.

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: Two 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 16,5% 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 on this 19th day of July 2000.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.) (Ref. T. de Goede/60244.)

Case No. 7489/00

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

In the matter between ABSA BANK LIMITED, Execution Creditor, and MINA JOCHEMS, Execution Debtor

The following property will be sold in execution by public auction held at Cape Town Magistrate's Court to the highest bidder on 4 September 2000 at 10:00:

Erf 122258, Cape Town at Maitland, in the City of Cape Town, Division Cape, Province of the Western Cape, in extent 301 (three hundred and one) square metres, held by Deed of Transfer T96907/94, situated at 25 Seil Plein, Facticeon, Maitland.

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 semi detached brick and mortar dwelling under asbestos roof, consisting of two 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 14,5% 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 on this 12th day of July 2000.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.) (Ref. T. de Goede/Z00006.)

Case No. 4081/99

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

In the matter between LESLIE OTTO FREDERICK KARSHAGEN, 1st Plaintiff, and THEKLA PAULINE BERTHA KARSHAGAN, 2nd Plaintiff, and VICTOR CLAYTON MOONIEYAN, 1st Defendant, BASIL HASSAM ESSOP, 2nd Defendant, and LOUISA ESSOP, 3rd Defendant

Kindly take notice that pursuant to a Judgment of the above Honourable Court granted on 1st March 1999 and subsequent Warrant of Execution dated 15th February 2000, the following immovable property will be sold in execution at 09:00 on the 1st of September 2000 at Magistrate's Court, East London, namely:

Erf 13227, East London, situated at 3 Torch Lily Road, Braelyn Heights, East London.

And take notice further that the Conditions of sale will lie for inspection at the offices of the Sheriff of the Magistrate's Court, East London, and contain *inter alia*, the following provisions:

1. 20% of purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed within 14 days of date of sale.
3. Possession subject to any Lease Agreement.
4. Reserve price to be read out at Sale.

Signed at East London on this 17th day of July 2000.

Yazbeks, Attorneys for Plaintiff, 1st Floor, Sterling House, Gladstone Street, East London; P O Box 577, East London, 5200. [Tel. (043) 722-3067.] (Ref: Mr M A Yazbek/Mrs C Bowman.)

Saak No. 85/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen EERSTE NASIONALE BANK, Eksekusieskuldeiser, en DIE TRUSTEES VAN TYD TOT TYD VAN DIE M I BURGER TRUST NR IT3135/95, Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik George en 'n lasbrief vir eksekusie gedateer 25 Januarie 2000, sal die volgende eiendom in eksekusie verkoop word op 31 Augustus 2000 om 11:00, te die gegewe perseel beskryf as:

Erf 1315, George, in die Munisipaliteit en Afdeling van George (ook bekend as Progress Straat 24, George), groot 1 382 vierkante meter, gehou te Transportakte Nr T.88117/95.

Verbeterings: 4 slaapkamers, sitkamer, eetkamer, familiekamer, kombuis, 2 badkamers, buitekamer.

Verkoopsvoorwaardes:

1. Die verkoping is onderhewig aan die bepalings van die Landdroshowewet, Nr. 32 van 1944, en die Reëls daaronder geproklameer. Die eiendom word voetstoots verkoop en onderworpe aan die voorwaardes van die bestaande Transportakte. Die hoogste bieder sal die koper wees, onderhewig aan die bepalings van Artikel 66 van die bogemelde Wet.

2. 10% (tien persent) van die koopprys is betaalbaar in kontant by ondertekening van die verkoopsvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprys, tesame met rente daarop bereken teen die huidige rentekoers van 15,5% vanaf datum van verkoping tot datum van registrasie, teen registrasie van transport in naam van die koper. Voormelde bedrae moet verseker wees deur 'n aanvaarbare Bank- of Bouverenigingwaarborg wat gelewer moet word binne 14 dae vanaf datum van veiling.

3. Die koper sal alle hereregte, oordragkoste, agterstallige grondbelasting en heffings, asook grondbelasting en heffings vir die huidige jaar en afslaerskommissie betaal.

4: Belasting of Toegevoegde Waarde op die koopprys, tensy die Vonnisskuldenaar voor die veiling die Afslaer en die Balju voorsien het van 'n skriftelike verklaring dat die verkoping van die eiendom nie 'n belasbare lewering van goed sou wees indien dit deur die Vonnisskuldenaar verkoop sou word nie en wat volledig die redes uiteensit waarom die verkoping van die eiendom deur die Vonnisskuldenaar nie 'n belasbare lewering van goed sou wees nie.

5. Die volle Voorwaardes van Verkoping lê ter insae by die kantoor van die Balju vir die Landdroshof, George, Wellingtonstraat, George, sowel as by die kantore van Mnr Raubenheimers Ingelyf, Cathedralstraat 60, George.

Gedateer te George hierdie 17de dag van Julie 2000.

R Engelbrecht, for Raubenheimers Ingelyf, Cathedralstraat 60, Posbus 21, George, 6530. [Tel. (044) 873-2043.]

Case No. 13908/96

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

In the matter between ABSA BANK LTD, Plaintiff, and COLIN ENGSTROM SCOTT, 1st Defendant, and MAUREEN SCOTT, 2nd Defendant

In pursuance of judgment granted on 5/05/1997, 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 30/08/2000 at 09:00, at Kuils River Magistrate Court, to the highest bidder:

Description: Erf 4234, Kraaifontein, in the Area of the Transitional Metropolitan Substructure of Kraaifontein, Division of Paarl, also known as 186 Brighton Road, Kraaifontein, in extent 1 443 square metres:

Improvements: 3 bedrooms, bathroom, toilet, kitchen, lounge, diningroom, double garage.

Held by the Defendants in their names under Deed of Transfer No. T71989/88.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.
2. The Purchaser shall pay 10% of the purchase price in cash or by bank guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15,50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.
3. The Purchaser shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Bellville this 17 July 2000.

E C Jearey, for Malan Laäs & Scholtz Inc, Plaintiff's Attorneys, No. 2 Park Alpha, Du Toit Street, Bellville, 7530; P O Box 606, Sanlamhof, 7532. [Tel. (021) 946-3165.] (Ref. E C Jearey/SS/A0020/205.)

Case No. 12486/2000

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

In the matter between ABSA BANK LIMITED, MITCHELLS PLAIN, Plaintiff, and PATRICK PETER HORNE, Defendant

The following property will be sold in execution at the Mitchells Plain Court-house on the 5 September 2000 at 10H00, to the highest bidder:

Erf 5245, Mitchells Plain, measuring one hundred and eighty square metres, situated at 17 Dekriet Street, Lentegour, Mitchells Plain, 7785, held by Title Deed T17924/96.

Property description: A brick residential dwelling under a tiled roof consisting of 3 bedrooms, bathroom, toilet, kitchen and lounge.

1. The following improvements are reported but not guaranteed:
2. *Payment:* A deposit of ten per centum of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 14,5% 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, Mitchells Plain.

Abrahams & Gross Inc., Attorneys for Plaintiff, 16th Floor, 2 Long Street, Cape Town, 8001; P.O. Box 1661, Cape Town, 8000. (Tel. 418-2020.) (Ref. COL/BBS/Z05599.)

IN DIE LANDDROSHOF VIR DIE DISTRIK GORDONIA GEHOU TE UPINGTON

**In die saak tussen ABSA BANK, Eiser, en RANDEL FRANK SWARTZ, 1ste Verweerder, en
FREDA ANN SWARTZ, 2de Verweerder**

Ingevolge 'n vonnis gelewer op 4 Maart 1999, in die Uppington Landdroshof, en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 30 Augustus 2000 om 10h00, te Landdroskantore geleë te Schröderstraat, Upington, aan die hoogste bieder, met geen reserweprys:

Beskrywing: Erf 2769, Upington, geleë in Upington Dorpsuitbreiding 12, Munisipaliteit Upington, afdeling Gordonia, groot agt honderd twee en negentig (892 vkm) vierkante meter, gehou kragtens Akte van Transport T556/1987.

Straatadres: Skansstraat 7, Upington, 8800.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit 3 slaapkamers, kombuis, sit/eetkamer en badkamer met toilet. Buitegebou bestaande uit woonstel: 2 slaapkamers, kombuis, motorafdak, sitkamer en badkamer met toilet.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Vooruitstraat 11, Upington.

Gedateer te Upington op hierdie 18de dag van Julie 2000.

W. P. Nel, vir Malan & Vennote, Eiser se Prokureur, Schroderstraat 25, Upington, 8800; Posbus 27, Upington, 8800. [Tel. (054) 332-1127/8/9.] (Verw. mnr. Nel/as/A0022/7.)

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen BOE BANK BEPERK, Eiser, en A J & M E PLAATJIES, Verweerders

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier gedateer 21 Junie 1994 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te p/a Landdroskantoor, Kuilsrivier per publieke veiling te koop aangebied op 6 September 2000 om 09h00:

Erf 1929, Eersterivier, afdeling Stellenbosch, groot 378 vierkante meter, ook bekend as Pnielstraat 19, Devon Park, Eersterivier, gehou kragtens Transportakte T50142/93.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju Landdroshof van Kuilsrivier verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrekkend word.

3 (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 17,25% per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju Landdroshof, Kuilsrivier en by die kantoor van die ondergemelde Bill Tolken Hendrikse Ingelyf, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Bill Tolken Hendrikse Ingelyf, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EPN391.)

Saak No. 12447/99

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

**In die saak tussen ABSA BANK BEPERK, Eiser, en
G & L F LUCAS, Verweerders**

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier gedateer 17 Januarie 2000 en 'n lasbrief tot beslaglegging van onroerende eiendom, word die eiendom hieronder beskryf, by die perseel te Visserstraat 216, Peerless Park, Kraaifontein, per publieke veiling te koop aangebied op 6 September 2000 om 12h30:

Erf 592, Kraaifontein, afdeling Paarl, groot 496 vierkante meter, ook bekend as Visserstraat 216, Peerless Park, Kraaifontein, gehou kragtens Transportakte No. T27054/95.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof van Kuilsrivier, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.
2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.
3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrekkend word.
3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 15,50% per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.
4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastings en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook belasting op toegevoegde waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse Ingelyf, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 19 Julie 2000.

Bill Tolken Hendrikse Ingelyf, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/AL102.)

Case No. 2412/2000

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and FELIX GUSTAV CLARK, First Defendant, and
BARBARA ETHEL CLARK, Second Defendant**

In the above matter a sale will be held on Monday, 4 September 2000 at 12,00 noon at the site of No. 18 Kareeboom Street, Thornton, being:

Erf 64, Thornton, situated in the City of Cape Town, Cape Division, Province of the Western Cape, measuring 631 square metres.

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 seller's mortgage bond interest rate, prevailing from time to time and currently at fourteen comma five per centum (14,5%) 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 lounge, dining-room, kitchen, 3 bedrooms, bathroom, toilet, garage and swimming-pool; granny flat consisting of bathroom, kitchen and 2 bedrooms.
4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Goodwood and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys to Plaintiff, Tyger Valley Office Park, Building No. 2, cnr Willie van Schoor & Old Oak Roads, Bellville. (Tel. 914-5660.) (Ref. H Crous/lr.)

Case No. 311/00

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and
TRUENN JOSEPH, Defendant**

In pursuance of a judgment granted on the 29/05/2000, in the Atlantis Magistrates Court, the following property will be sold to the highest bidder on 5/09/2000 at 10:00 at Atlantis Court House:

Property description: Erf 8362, Wesfleur, in the Atlantis Residential Local Area, Cape Division; in extent one hundred and two (102) square metres; held by Deed of Transfer No. T69050/94; situated at 28 Bengal Street, Avondale.

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

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

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 14,50%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require or 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 17th day of July 2000.

W J M Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, No. 1 De Tijger Office Park, Hannes Louw Drive, Parow, 7500; PO Box 713, Parow, 7499. [Tel. (021) 939-6017.] (Ref. A0482/227/WS/lrma Otto.)

Case No. 1177/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and RUBEN JOHANNES BRAAF, Defendant

In pursuance of a judgment granted on the 4/02/2000, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 5/09/2000 at 10:00 at Atlantis Court House:

Property description: Erf 10833, Wesfleur, in the Blaauwberg Municipality, Division Cape, Western Cape Province; in extent three hundred and twenty two (322) square metres, held by Deed of Transfer No. T5790/99; situate at 67 Goede Hoop Street, Saxonsea.

Improvements: Dwelling: 2 bedrooms, lounge, diningroom, kitchen, bathroom, toilet, garage, servant's room (not guaranteed).

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

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

Dated at Parow this 17 July 2000.

W J M Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, No 1 De Tijger Office Park, Hannes Louw Drive, Parow, 7500; PO Box 713, Parow, 7499. [Tel. (021) 9396017.] (Ref: A0482/171/WS/lrma Otto.)

Case No. 270/00

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and KENVIN LEOGIA WILLIAMS, First Defendant, and
FATIMA CRUSENCIA WILLIAMS, 2nd Defendant**

In pursuance of a judgment granted on the 9/05/2000, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 30/08/2000 at 10:00 at Atlantis Court House:

Property description: Erf 4463, Wesfleur, in the Atlantis Residential Local Area, Division Cape; in extent three hundred and forty six (346) square metres; held by Deed of Transfer No. T99041/93, situate at 54 Fairfield Street, Saxonsea.

Improvements: Dwelling: 3 bedrooms, lounge, kitchen, bathroom/toilet (not guaranteed).

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

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

Dated at Parow this 17 July 2000.

W J M Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, No 1 De Tijger Office Park, Hannes Louw Drive, Parow, 7500; PO Box 713, Parow, 7499. [Tel. (021) 9396017.] (Ref: A0482/216/WS/Irma Otto.)

Case No. 283/00

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

In the matter between ABSA BANK LIMITED, Plaintiff, and KENNETH ANTHONY CLOETE, Defendant

In pursuance of a judgment granted on the 9/05/2000, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 30/08/2000 at 10:00 at Atlantis Court House:

Property description: Erf 5478, Wesfleur, in the area of the Transitional Metropolitan Substructure Atlantis, Division Cape, Western Cape Province; in extent one hundred and ninety six (196) square metres; held by Deed of Transfer No. T86243/95; situate at 38 Brecon Street, Beaconhill.

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

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

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

Dated at Parow this 17 July 2000.

W J M Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, No 1 De Tijger Office Park, Hannes Louw Drive, Parow, 7500; PO Box 713, Parow, 7499. [Tel. (021) 9396017.] (Ref: A0482/218/WS/Irma Otto.)

Case No. 3392/99

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and GREGORY WILLIAM KNIPE, First Defendant, and DONNALEE PAULA KNIPE, Second Defendant

In pursuance to a judgment in the above Court and a warrant of execution dated 25 February 1999, the following property will be sold in execution on Thursday, 24 August 2000 at 14:00, to the highest bidder at the site of the property:

Erf 59679, Cape Town, at Kenwyn, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T77033/1996, situated at 3 Totem Road, Kenwyn.

Description: Single-dwelling of brick walls under tiled roof comprising lounge, kitchen, two bedrooms, bathroom, toilet and precast concrete garage.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the Rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid together with interest payable by the Judgment Debtor calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor's claim) from the date of sale to the date of transfer against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within 14 (fourteen) days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Magistrate's Court.

Dated at Fish Hoek this 13th day of July 2000.

S. R. Boyes, for Buchanan Boyes, Plaintiff's Attorney, First Floor, 26 First Avenue, Fish Hoek. (Ref. SRB/lc/V46695/5K*.)

Case No. 12095/00

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

In the matter between ABSA BANK LIMITED, Plaintiff, and ANDRIES STEFANUS CRONJE KOTZE, Defendant

In pursuance of a judgment granted on 26 April 2000, in the Bellville, Magistrate's Court, the following property will be sold to the highest bidder on 1 September 2000 at 11:30, at 41 Impala Court, De Kock Street, Parow Valley:

Property description: Section 41, in the scheme known as Impala situated in Parow, in the City of Tygerberg, together with an undivided share in the common land and property in the scheme, in extent 77 (seventy-seven) square metres, held by Deed of Transfer ST7514/97, situated at 41 Impala Court, De Kock Street, Parow Valley.

Improvements: Flat—two bedrooms, lounge, kitchen and bathroom/toilet (not guaranteed).

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

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 14,50%, 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 12th day of July 2000.

W. J. M. Saaiman, vir 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. A0482/214/WS/Irma Otto.)

Saak No. 2642/98

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen ABSA BANK BEPERK, Eiser, en KEITH ROLYND ARENDORF, Eerste Verweerder, en FREDRIEKA ADAGARE ARENDORF, Tweede Verweerder

In die gemelde saak sal 'n veiling gehou word op 30 Augustus 2000 om 09:00, te Landdroshof, Jan van Riebeeckweg, Kuilsrivier:

Erf 1060, Gaylee, geleë in die munisipaliteit Oostenberg, afdeling Stellenbosch, provinsie Wes-Kaap, groot 252 vierkante meter, gehou deur die Verweerders kragtens Transportakte T44045/86, en beter bekend as Nautilusweg 10, Dennemere, Blackheath.

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 14.50% per annum (en in die geval van enige preferente skuldeiser, dan ook die rente betaalbaar op sodanige preferente skuldeiser se eis) 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 Woonhuis bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis, badkamer, asook 'n motorhuis.

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

Gedateer te Kaapstad op hierdie 14de dag van Julie 2000.

Marais Müller Ing., Prokureur vir Eiser, 19de Verdieping, Cartwright's Corner Gebou, Adderleystraat, Kaapstad. (Verw. T. R. de Wet/ms/Z01739.)

Case No. 8339/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and PATRICK AVRIL ROMEO FISHER, First Defendant, and ELMARIE FISHER, Second Defendant

In the above matter a sale will be held on Friday, 1 September 2000 at 12:30, at the site of 20 Albany Street, Ravensmead: Being Erf 21950, Parow, situated in the City of Tygerberg, Cape Division, Province of the Western Cape, measuring 350 square metres.

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 seller's mortgage bond interest rate, prevailing from time to time and currently at 14,5% (fourteen comma five per centum) 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 three bedrooms, bathroom, toilet, lounge, dining-room 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 Bellville, 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. H. Crous/lr.)

Case No. 11557/96

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

In the matter between FIRSTRAND BANK LTD (formerly FIRST NATIONAL BANK SA LTD), Plaintiff, and FREDERICK JOHANNES JACOBUS PEENS, Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 26 June 1997, the under-mentioned property will be sold in execution at the premises on Wednesday, 30 August 2000 at 10:00:

Erf 15271, Goodwood, situated in the City of Tygerberg, Cape Division, Province of Western Cape, measuring 497 (four hundred and ninety-seven) square metres, held by Deed of Transfer T39474/96, and comprising of brick building under asbestos roof, lounge, TV room, dining-room, three bedrooms, separate toilet, kitchen and single garage, and known as 53 Stewart Street, Goodwood.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the the Magistrates' Courts Act and the Rules made thereunder and to the title deed insofar as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10 (ten) per cent thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer, or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder:

Dated at Parow this 12th day of July 2000.

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

Case No. 119/2000

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

In the matter between FIRSTRAND BANK LIMITED, Plaintiff, ad MICHIEL JOSIAS CONRADIE N.O., First Defendant, and ELIZABETH JOHANNA AUGUSTYN N.O., Second Defendant

In pursuance of a judgment of the above-mentioned Court in the above matter dated 23 February 2000, I shall sell in execution by public auction at the site on 30 August 2000 at 10:00, and subject to the conditions of sale to be read at the sale, the following property:

Certain: Remainder Erf 1270, Ceres, situated in the Municipality and Division of Ceres, Western Cape Province, measuring 744 (seven hundred and forty-four) square metres, held under Deed of Transfer T85507/1994, subject to the conditions contained and/or referred to therein, situated at 38 Eike Street, Ceres.

The conditions of sale will lie for inspection at the offices of the Sheriff of the High Court, Ceres.

Dated at Cape Town on this 30th day of June 2000.

G. R. Bean, for Bisset Boehmke McBlain, Attorneys for Plaintiff, 13th Floor, Cartwright's Corner House, 19 Adderley Street, Cape Town. (Ref. GRB/ra/ME7780.)

Case No. 23588/99

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 JOSEPH CORNELIUS BROOKS, First Judgment Debtor, and DEBORAH LEE BROOKS, Second Judgment Debtor

The undermentioned property will be sold in execution at the premises at 3 Dublin Road, Summer Greens, on 5 September 2000 at 10:00:

Erf 4116, Montague Gardens, situated in the Blaauwberg Municipality, Cape Division, Western Cape Province, in extent 249 (two hundred and forty-nine) square metres.

Comprising—tiled roof dwelling, garage, three bedrooms, bathroom, lounge and kitchen.

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 Cape Town, and will be read out by the auctioneer prior to the sale.

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. K. G. Kemp/LvS/G548.)

Saak No. 1442/99

IN DIE LANDDROSHOF VIR DIE DISTRIK SWELLENDAM GEHOU TE SWELLENDAM

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en F. A. KRATZ, handeldrywende as BARRYDALE SENTRAAL, Eerste Eksekusieskuldenaar, en I. M. KRATZ, handeldrywende as BARRYDALE SENTRAAL, Tweede Eksekusieskuldenaar

Die volgende eiendom sal in eksekusie verkoop word per openbare veiling op die perseel te Van Riebeeckstraat, Barrydale, op 7 September 2000 om 11:00, aan die persoon wie die hoogste aanbod maak, naamlik:

Tweede Eksekusieskuldenaar se $\frac{1}{2}$ (een halwe) onverdeelde aandeel in Erf 63, Barrydale, grootte van Erf 63: 2 974 (tweeëuisend negehoonderd vier-en-sewentig) vierkante meter, gehou kragtens Transportakte T81127/95, bekend as Van Riebeeckstraat, Barrydale.

Verkoopvoorwaardes:

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

2. Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie: Besigheid—stoor/winkel (twee verdiepings).

3. Die koopprys moet soos volg bepaal word:

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

3.2 Die balans teen registrasie van transport tesame met rente op die volle koopprys teen 'n koers van 18% (agtien per centum) 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 balans-koopprys plus rente teen registrasie van transport, op voorwaarde dat indien die Eiser die koper is, geen deposito of waarborg nodig sal wees nie en dat die Eiser die volle koopprys plus rente aan die Balju sal betaal teen registrasie van transport.

Geteken te Worcester hierdie 7de dag van Julie 2000.

Muller Terblanche & Beyers, Kerkstraat 66 (Posbus 18), Worcester, 6849. (Verw. VB1958.)

Case No. 13308/99

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

In the matter between ABSA BANK LIMITED, Execution Creditor, and EDGAR VINCENT WHITE and AMANDA JENNIFER WHITE, Execution Debtors

The following property will be offered for sale in execution, voetstoots and without reserve, to the highest bidder, at the site of the property on 4 September 2000 at 10:00:

Erf 6346, Milnerton, situated in the Northern Substructure, Division Cape, Western Cape Province, in extent 817 square metres, also known as 7 Soetrivier Street, Bothasig.

Conditions:

1. The following information is furnished, but not guaranteed: Brick dwelling under tiled roof with lounge, dining-room, TV room, kitchen, four bedrooms, one and a half bathroom and double garage.

2. *Payment:* 10% (ten per cent) 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 offices of the Sheriff.

Dated at Cape Town this 10th day of July 2000.

Balsillies Incorporated, Attorneys for Execution Creditor, Third Floor, Wale Street Chambers, 33 Church Street, Cape Town.

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, on Friday, 1 September 2000 at 12:00:

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. 1505/2000

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and BRENDA SWARTZ, in her capacity as Executrix in the estate late GEORGE SWARTZ, and surviving spouse BRENDA SWARTZ, First Judgment Debtor, and BRENDA SWARTZ, Second Judgment Debtor

The undermentioned property will be sold in execution at the premises at 18, 10th Street, Rusthof, Strand, on 6 September 2000 at 10:00:

Erf 12303, Strand, in the Helderberg Municipality, Division of Stellenbosch, Western Cape Province, in extent 364 (three hundred and sixty-four) square metres.

Comprising—bedroom, 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 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. K. G. Kemp/LvS/K378.)

Case No. 4727/97

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

**In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and
JACOBUS BAREND JANSE VAN RENSBURG, Judgment Debtor**

The abovementioned property will be sold in execution at the premises at 2 Galeon Crescent, Gordon's Bay, on 6 September 2000 at 11:00:

Erf 3321, Gordon's Bay, situated in the area of the Helderberg Municipality, Division of Stellenbosch, Western Cape Province, in extent 534 (five hundred and thirty-four) square metres.

Comprising—two bedrooms, bathroom, lounge, kitchen and 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 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. K. G. Kemp/LvS/K288.)

Case No. 4128/2000

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

**In the matter between ABSA BANK LIMITED, Execution Creditor, and VAKELE ALFRED HEMPE and
NOMAHOBHE MONICA HEMPE, Execution Debtors**

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Mitchells Plain, on 31 August 2000 at 10:00:

Erf 24017, Khayelitsha, in the area of the jurisdiction of the Town Council of Lingeletu West, Administrative District of the Cape, in extent 260 square metres, also known as 9 Lwandle Street, Tembani Village, Khayelitsha.

Conditions:

1. The following information is furnished, but not guaranteed: Brick dwelling under tiled roof with three bedrooms, kitchen, bathroom, toilet and dining-room/lounge.

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 20th day of June 2000.

Balsillies Incorporated, Attorneys for Execution Creditor, Third Floor, Wale Street Chambers, 33 Church Street, Cape Town.

Case No. 4294/2000

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

In the matter between ABSA BANK LIMITED, Plaintiff, and JOHANNA DU TOIT, Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the site of the property on 29 August 2000 at 10:30:

A unit consisting of section 38 as shown and more fully described on Sectional Plan SS574/1996 in the scheme known as La Domaine, in respect of the land and building or buildings situated at Durbanville, in the City of Tygerberg, Province of the Western Cape, of which the floor area, according to the said sectional plan, is 34 (thirty-four) square metres in extent; and

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota endorsed on the said section, held under Deed of Transfer ST25902/1996, also known as E6 Parc La Domaine, Durmonte Road, Durbanville.

Conditions:

1. The following information is furnished, but not guaranteed: Sectional title flat with one bedroom, lounge, open-plan kitchen and bathroom.

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 29th day of June 2000.

Balsillies Incorporated, Attorneys for Execution Creditor, Third Floor, Wale Street Chambers, 33 Church Street, Cape Town.

Case No. 840/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and JOHANNA CLOETE, Defendant

In pursuance of a judgment granted on 4 October 1999, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 30 August 2000 at 10:00 at Atlantis Court-house:

Property description: Erf 10565, Wesfleur in the Blaauwberg Municipality, Division Cape, Western Cape Province, in extent two hundred and seventy-three (273) square metres, held by Deed of Transfer T113886/98, situated at 12 Disa Street, Protea Park.

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

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

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

Dated at Parow this 19th day of July 2000.

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. A0482/128/WS/Irma Otto.)

Case No. 19021/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and M C FORTUNE, Defendant

Pursuant to the Judgment of the above Court granted on 22 November 1999 and a Writ of Execution issued thereafter, the undermentioned property will be sold in execution at 10h00 on Tuesday 29 August 2000 at the Court house being Magistrate's Court, 1st Avenue, Eastridge, Mitchells Plain to the highest bidder:

Erf 13965, Mitchells Plain, in the City of Cape Town, Division Cape, Western Cape Province, in extent 168 (one hundred and sixty-eight) square metres, held under Deed of Transfer No. T9251/93.

Street address: 5 Lightning Street, Rocklands, Mitchells Plain.

The following improvements are situated on the property, although in this respect nothing is guaranteed: Tiled roof, brick building, 3 bedrooms, lounge, kitchen, bathroom, toilet, semi-detached.

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 guarantee to be furnished within fourteen (14) days from the 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 Mitchells Plain, 2 Mulberry Way, Strandfontein.

Signed at Cape Town this 25th day of July 2000.

Walkers Inc, for B Van der Vyver, Plaintiff's Attorneys, 15th Floor, Pleinpark Building, Plein Street, Cape Town. (Ref. BVDV/gm/W72309.)

Saak No. 12342/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen BOE BANK BEPERK, Eiser, en WILLEM GERHARDUS ENGELBRECHT, Eerste Verweerder, en ANNA ENGELBRECHT, Tweede Verweerderes

Ter uitvoering van 'n vonnis van die bogemelde agbare Hof gedateer 17 Mei 1999 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Woensdag, 30 Augustus 2000 om 11h30 op die perseel te Oldhamweg 116, 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 6392, Parow, in die Stad Tygerberg, Afdeling Kaap, Provinsie van die Wes-Kaap, groot 562 vierkante meter, gehou kragtens Transportakte Nr. T4379/1996.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met baksteenmure, drie slaapkamers, sitkamer, eetkamer, badkamer, toilet en dubbelmotorhuis.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, Mnr C J Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 939-0040) en/of die Balju, Mnr I J Hugo, Northumberlandweg 29, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaaers- 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 dië van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, Mnr C J Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 939-0040) en/of die Balju, Mnr I J Hugo, Northumberlandweg 29, Bellville (Tel. 948-8326).

Gedateer op 26 Julie 2000.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/LA/B4201.)

Saak No. 23168/1999

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

In die saak tussen ABSA BANK, Eiser, en PETER MICHAEL SNELL & SUSANNA MARIA SNELL, Verweerder

Ten uitvoering van die vonnis van die Landdroshof, Mitchells Plain gedateer 5 Mei 2000 sal die onroerende goed hieronder beskryf op 5 September 2000 om 10h00 by die Landdroskantoor, Mitchells Plain, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

Bekend as Traceystraat 49, Mitchells Plain.

Verbeterings: (maar nie gewaarborg) huis met teëldak, kombuis, badkamer, toilet en sitkamer met drie slaapkamers.

Erf 1172, Weltevreden Vallei, gehou Transportakte T13169/1990, groot 363 vierkante meter.

Verkoopsvoorwaardes:

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

2. Een tiende van die koopprys tesame met rente daarop teen 15.50% 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 Vonnis skuldeiser voorsien van 'n Bank- of Bougenootskapswaarborg vir die behoorlike nakoming van al sy verpligtinge onder die verkoopsvoorwaardes.

Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die Balju van die Landdroshof, Mitchells Plain.

Gedateer te Goodwood op hierdie 19de dag van Julie 2000.

Steyn & Van Rhyne, vir A van Rhyne, Prokureurs vir Eiser, Voortrekkerweg 45, Goodwood.

Case No. 5542/99

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

In the matter between GARTH EDMUND McNAMARA, 1st Plaintiff, and ANNA SUSANNA CATHARINA McNAMARA, 2nd Plaintiff, and GRAHAM CHARLES BOWLES, 1st Defendant, and CHERYL SYLVIA BOWLES, 2nd Defendant

Kindly take notice that pursuant to a Judgment of the above Honourable Court granted on 17th June 1999 and subsequent Warrant of Execution dated 23rd June 2000, the following immovable property will be sold in Execution at 09:00 on the 1st of September, 2000 at Magistrate's Court, East London, namely:

Erf 3060, East London, situated at 20 Jacaranda Street, Parkside, East London.

And take notice further that the Conditions of sale will lie for inspection at the offices of the Sheriff of the Magistrate's Court, East London, and contain *inter alia*, the following provisions:

1. 20% of purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed within 14 days of date of sale.
3. Possession subject to any Lease Agreement.
4. Reserve price to be read out at Sale.

Signed at East London on this the 26th day of July, 2000.

Yazbeks, Attorneys for Plaintiff, 1st Floor, Sterling House, Gladstone Street, East London; P O Box 577, East London, 5200. [Tel. (043) 722-3067.] (Ref. Mr M A Yazbek/Mrs C Bowman.)

Case No. 10604/2000

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

In the matter between NORMAN STADDON, Plaintiff, and DEIDRE PETULA FRANCIS, 1st Defendant, and STANLEY PETER VERNEY FRANCIS, 2nd Defendant, and APLON IVON FRANCIS, 3rd Defendant

Kindly take notice that pursuant to a Judgment of the above Honourable Court granted on 6th July 2000 and subsequent Warrant of Execution dated 20th July 2000, the following immovable property will be sold in Execution at 09:00 on the 1st of September, 2000 at Magistrate's Court, East London, namely:

Erf 23725 (a portion of Erf 23711), East London, situated at 29 Shaftesbury Road, Buffalo Flats, East London.

And take notice further that the Conditions of sale will lie for inspection at the offices of the Sheriff of the Magistrate's Court, East London, and contain *inter alia*, the following provisions:

1. 20% of purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed within 14 days of date of sale.
3. Possession subject to any Lease Agreement.
4. Reserve price to be read out at Sale.

Signed at East London on this the 25th day of July, 2000.

Yazbeks, Attorneys for Plaintiff, 1st Floor, Sterling House, Gladstone Street, East London; P O Box 577, East London, 5200. [Tel. (043) 722-3067.] (Ref. Mr M A Yazbek/Mrs C Bowman.)

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

The following property will be sold in execution on Friday the 1st day of September 2000 at 10h30 to the highest bidder 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 Eastern Cape, in extent 951 square metres, held under Deed of Transfer No. T4558/1991.

The following improvements are reported but not guaranteed: A single storey dwelling constructed of brick with tiled roof, consisting of a lounge, dining-room, kitchen, 4 bedrooms, 2 bathrooms, shower, 2 separate toilets, 2 garages, brick paving drive, patio and verandah.

Conditions:

1. A deposit of ten (10) per centum of the purchase price must be paid in cash or by a deposit-taking institution guaranteed cheque at the time of the sale and the balance against registration of transfer.
2. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the Sheriff's office, 4 Lower Oxford Street, East London.

Dated at East London on this 17th day of July 2000.

M. Moodley, for Gravett Schoeman Van Rensburg & Moodley Inc., Plaintiff's Attorneys, 29 St Peters Road, Southernwood, East London. (Ref. Mr Moodley/rm/N274.)

Case No. 19426/99

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

In the matter between NEDCOR BANK LIMITED versus MBUYISELI RODWELL TOTOYI and NOMONDE LORRAINE TOTOYI

The following property will be sold in execution by public auction held at Mitchells Plain Court, to the highest bidder on 29 August 2000 at 10h00:

Erf 19, Guguletu, in extent 466 (four hundred and sixty six) square metres, held by Deed of Transfer No. TL47706/87, situate at NY108 Guguletu.

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 3 bedrooms, lounge, kitchen, bathroom, toilet 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 14,5% 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 on this 28th day of July 2000.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.)

Saak No. 729/00

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Suidoos-Kaapse Plaaslike Afdeling)

**In die saak tussen DIE STANDARD BANK VAN SUID-AFRIKA BEPERK, Eiser, en
XHANTI HECTOR MAGUGA, Verweerder**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof dateer 15 Mei 2000 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Vrydag, 1 September 2000 om 15:00, by Veilingskamer van die Balju, Grondvloer, h/v Rink- en Clydestrate, 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 11845, Motherwell, groot 200 vierkante meter, gehou kragtens Transportakte Nr., ook bekend as Mzazwastraat 45, Motherwell, Uitbreiding 7, Port Elizabeth.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is verbeter deur die oprigting van 'n woonhuis bestaande uit sitkamer, kombuis, twee slaapkamers en badkamer.

'n Verband is beskikbaar aan 'n goedgekeurde koper.

Betaalvoorwaardes: Tien persent (10%) van die koopprys 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 Balju van die Hooggeregshof, Port Elizabeth (Tel. 582-2792).

Datum: 27 Julie 2000.

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

Case No. 14098/00

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 RANDAL BRUCE JULIE, First Defendant (First Execution Debtor), and SHEREE BRENDA JULIE, Second Defendant (Second Execution Debtor)

In pursuance of a judgment given in the Court of the Magistrate of Mitchells Plain and a writ of execution dated June 2000, a sale in execution will take place on Tuesday, the 29th day of August 2000 at 10h00, at the Magistrates Court Mitchells Plain, of:

Certain Erf 18348, Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, situate at 18 Bordeaux Close, Westridge, Mitchells Plain, measuring 125 (one hundred and twenty five) square metres, held by the Execution Debtor under Deed of Transfer Number T82129/92.

The property is a double storey maisonette of brick walls under asbestos roof comprising approximately three bedrooms, separate kitchen, lounge, bathroom and toilet.

This sale in execution shall be subject to the following conditions:

1. The sale is subject to the terms and conditions of the Magistrate's Court Act No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. Ten percent (10%) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the subject matter is declared to be sold. The balance thereof together with interest at the rate of twenty percent (20%) per annum calculated on the amount of the Plaintiff's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to 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 25th day of July 2000.

T A Goldschmidt, for MacCallums Inc., Execution Creditor's Attorneys, 2nd Floor, 35 Wale Street, Cape Town, 8001. (Ref. TAG/KD/V64611.)

Saak No. 20667/00

IN LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen ABSA BANK LIMITED, Eiser, en ASHLEY SHAWN FORTUIN, Eerste Verweerder, en ROSALIA TRACEY FORTUIN, Tweede Verweerder

Ingevolge uitspraak in die Hof van die Landdros van Bellville gedateer 19 Junie 2000, sal die volgende onroerende eiendom op die 4de dag van September 2000 om 9h00 aan die hoogste bieder te Landdroshof, Kuilsrivier, in eksekusie verkoop word, naamlik:

Erf 11901, Brackenfell, in die Oostenberg Munisipaliteit, Afdeling Stellenbosch, Wes-Kaap Provinsie, groot 241 m².

Die volgende inligting oor die perseel word verstrekk maar nie gewaarborg nie:

Die perseel is geleë te Sonbosslot 13, Proteahoogte, Brackenfell. Verbeterings op die perseel bestaan uit:

'n Woonhuis van baksteen met teëldak bestaande uit sitkamer, kombuis, twee slaapkamers, badkamer en toilet.

Voorwaardes van verkoop:

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

2. *Betaling:* 'n Deposito van 10% (tien persent) van die koopprys sal deur die koper aan die Balju gemaak word ten tye van die verkoping in kontant, of deur middel van 'n bankgewaarborgde tjek. Die volle balans van die koopprys (plus rente teen 14,5% per jaar maandeliks gekapitaliseer, bereken op die vonnisskuld verskuldig aan die Eksekusieskuldeiser vanaf datum van verkoping tot datum van registrasie van transport) sal betaal word teen registrasie van transport, welke bedrag verseker moet word deur 'n goedgekeurde bankwaarborg wat voorsien moet word binne 14 (veertien) dae vanaf datum van verkoping.

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

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

Gedateer te Durbanville op hierdie 21ste dag van Julie 2000.

E Louw, for Louw & Coetzee, Eiserse Prokureurs, Hoofweg 35, Posbus 146, Durbanville. [Tel. (021) 976-3180.] (Ref. E Louw/Esmé.)

Saak No. 1234/00

IN DIE LANDDROSHOF VIR DIE DISTRIK KURUMAN GEHOU TE KURUMAN

In die saak tussen KURUMAN MUNISIPALITEIT, Eiser, en ONTISITSE PETER KESIAMANG, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bogemelde Agbare Hof op 15 Junie 2000 die onderstaande eiendom tewete:

Sekere Erf 653, Kuruman, geleë in die Munisipaliteit Kuruman, Afdeling Kuruman, provinsie Noordkaap, groot 1 388 (eenduisend driehonderd agt en tagtig) vierkante meter, gehou kragtens Transportakte Nr. T2102/1998, in eksekusie verkoop sal word op die 5 September 2000 by die Landdroskantore, Ben Malanstraat, Kuruman om 10:00.

Voorwaardes vir verkoping:

1. Die eiendom word voetstoots verkoop en niks word gewaarborg nie.

2. Die koopprijs sal betaal word by wyse van 'n deposito van 10% (tien persent) plus verkoopskommissie op die dag van die verkoping. Die balans tesame met rente teen prima koers van ABSA Bank Beperk tot datum van betaling, sal betaal of verseker word by wyse van 'n bank- of bougenootskapwaarborg binne 30 (dertig) dae na datum van verkoping. Die gemelde rente sal betaalbaar wees vanaf die datum van die verkoping.

3. Die koper sal alle bedrae betaal om transport te neem, insluitende hereregte, BTW (indien van toepassing), belastings, sanitêre fooie ens.

4. Die verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju, Tseningweg 4, Kuruman.

5. Indien die koper sou nalaat om enige van die voorwaardes van die verkoping na te kom, sal hy die deposito genoem in paragraaf 6.1 verbeur ten gunste van die eksekusieskuldeiser sonder benadeling van regte van die eksekusieskuldeiser om enige eis om skadevergoeding teen die koper in te stel.

Gedateer te Kuruman op hede die 21ste dag van Julie 2000.

Duvenhage & Van der Merwe, Prokmedsentrum, Hoofstraat, Posbus 63, Kuruman, 8460.

Case No. 5917/00

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

In the matter between: ABSA BANK LIMITED, Plaintiff, and TECHNICAL SEWING SERVICES CC, Defendant

Pursuant to the Judgment of the above Court granted on the 11th April 2000 and a Writ of Execution issued thereafter, the undermentioned property will be sold in execution at 10h00 on Wednesday 30 August 2000 on site being 303/305 Lower Main Road, Observatory, to the highest bidder:-

Erf 148596, Cape Town at Observatory, in the City of Cape Town, Division Cape, Western Cape Province.

In extent: 410 (four hundred and ten) square metres.

Held under Deed of Transfer No. T43303/95.

Street address: 303/305 Lower Main Road, Observatory.

The following improvements are situated on the property, although in this respect nothing is guaranteed:

Brick dwelling consisting of 5 bedrooms, kitchen & bathroom/toilet.

Conditions of sale: 10% of the purchase price and Sheriff of the Magistrate's Court charges in cash or by means of a bank guaranteed cheque immediately after the property is declared sold and the balance plus interest shall be paid against transfer and secured by Bank guarantee to be furnished within fourteen (14) 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 Cape Town, 6 Ariel Street, Maitland.

Signed at Cape Town this 26th day of July 2000.

B. van der Vyver, for Walkers Inc., Plaintiff's Attorneys, 15th Floor, Pleinpark Building, Plein Street, Cape Town. (Ref. BVDV/gm/W71460.)

Case No. 7102/2000

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

In the matter between: STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and R.G.A. WILLIAMS (formerly RATANGEE), Execution Debtor

In execution of a Judgment of the Magistrate's Court for the District of Uitenhage dated 22 June 2000 and in pursuance of an Attachment in Execution dated 29 June 2000 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 the 31st August 2000 at 11:00am of the following immovable property situate at: 3 Leask Street, Uitenhage:

Zoned: Residential.

Being: Erf 5381, Uitenhage, in the area of Uitenhage Transitional Local Council, Division of Uitenhage, Eastern Cape Province; in extent: 763 square metres.

Held by: Ronelle Grizelda Agnes Williams (formerly Ratangee).

Under: Deed of Transfer No. T17253/98.

And subject to the conditions referred to therein.

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

Single storey detached conventional dwelling consisting of 2 living rooms, 3 bedrooms, bathroom, kitchen, study 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, 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 R300-00 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 25th day of July 2000.

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

Case No. 5441/00

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

In the matter between: ABSA BANK LIMITED, Plaintiff, and JAN KONSTABEL, First Defendant, and EVELINA GERTRUIDA KONSTABEL, Second Defendant

In pursuance of a Judgment in the aforementioned Magistrate's Court and Writ of Execution dated 16 May 2000 the following property will be sold in execution on 7 September 2000 at 09H00 to the highest bidder at the Bellville Magistrate's Court.

Erf: 16652, Parow, in the City of Tygerberg, Cape Division, Western Cape Province.

In extent: 297 square metres.

Street address: 23 Charles Grodes Crescent, Ravensmead.

Held by Deed of Transfer No. T22234/85.

The following improvements are reported but nothing is guaranteed: 3 bedrooms, lounge, kitchen, bathroom/toilet.

Conditions of sale:

1. The Sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the Rules made thereunder and of the Title Deed of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. *Payment:* Ten per centum of the purchase price shall be paid in cash or by bank guaranteed cheque at the time of the Sale and the balance against registration of transfer 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 Bellville, Magistrate's Court.

Dated at Table View this the 25th day of July 2000.

Miltons, Attorneys for Plaintiff, 48 Blaauwberg Road, Table View. (Ref. D. R. Welz/jh/23702.)

Saak No. 29438/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen: STAD TYGERBERG, Eiser, en M S GONIWE, Eerste Verweerder, en P GONIWE, Tweede Verweerderes

Ter uitvoering van 'n vonnis van die bogemelde agbare hof gedateer 8 Oktober 1999 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Vrydag 15 September 2000 om 12H30 NM op die perseel te Victoriastraat 62, 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 9537, Parow.

Groot 168 vierkante meter.

Gehou kragtens Transportakte Nr. T26796/1998.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:-

Die eiendom is 3 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. 939-0040) en/of die Balju, Bellville (Tel. 948 8326).

Betaalvoorwaardes:

Tien persent (10%) van die koopprijs van die eiendom moet onmiddellik na die veiling tesame met die Afslaaers- en/of Balju-kommissie betaal word. Die balans-koopprijs is betaalbaar teen registrasie van transport tesame met rente op die volle koopprijs teen 20% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes:

Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, Mnr C J Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 939-0040) en/of die Balju, Bellville (Tel. 948 8326).

Datum: 27 Julie 2000.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/MB/B347.)

Saak No. 1485/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen: STAD TYGERBERG, Eiser, en A VAN DER WALT, Eerste Verweerder, en MEVROU VAN DER WALT, Tweede Verweerderes

Ter uitvoering van 'n vonnis van die bogemelde agbare hof gedateer 29 September 1999 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Vrydag 15 September 2000 om 9H30 op die perseel te Springbokstraat 1, 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 10344, Parow.

Groot 447 vierkante meter.

Gehou kragtens Transportakte Nr. T30913/1997.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:-

Die eiendom is 3 slaapkamers, sitkamer, eetkamer, toilet, kombuis en motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, Mnr C J Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 939-0040) en/of die Balju, Bellville (Tel. 948 8326).

Betaalvoorwaardes:

Tien persent (10%) van die koopprijs van die eiendom moet onmiddellik na die veiling tesame met die Afslaaers- en/of Balju-kommissie betaal word. Die balans-koopprijs is betaalbaar teen registrasie van transport tesame met rente op die volle koopprijs teen 20% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes:

Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, Mnr C J Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 939-0040) en/of die Balju, Bellville (Tel. 948 8326).

Datum: 27 Julie 2000.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/MB/7677.)

Saak No. 6947/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen: STAD TYGERBERG, Eiser, en L J WAKENS, Eerste Verweerder, en D D WAKENS, Tweede Verweerderes

Ter uitvoering van 'n vonnis van die bogemelde agbare hof gedateer 19 Oktober 1999 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Vrydag 15 September 2000 op die perseel 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 8281, Parow.

Groot 496 vierkante meter.

Gehou kragtens Transportakte Nr. T25343/1990.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:-

Die eiendom is 3 slaapkamers, kombuis, sitkamer, toilet en motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, Mnr C J Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 939-0040) en/of die Balju, Bellville (Tel. 948 8326).

Betaalvoorwaardes:

Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 20% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dië van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes:

Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, Mnr C J Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 939-0040) en/of die Balju, Bellville (Tel. 948 8326).

Datum: 26 Julie 2000.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/MB/7908.)

Saak No. 44791/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen: ABSA BANK, Eiser, en PATRICK BOTHMA, Verweerder

Ten uitvoering van die vonnis van die Landdroshof, Bellville, gedateer 31 Januarie 2000, sal die onroerende goed hieronder beskryf op 4 September 2000 om 10h30 by die perseel, per publieke veiling in eksekusie verkoop word aan die hoogste bieder, bekend as Woonstel 5 met parkeerarea, Marinda Hof, Albanystraat, Stikland.

Verbeterings (maar nie gewaarborg): Eerste vloer, slaapkamer, kombuis, sitkamer, badkamer en toilet.

(a) Deel Nr 5, soos getoon en vollediger beskryf op Deelplan Nr. SS131/92, in die skema bekend as Marinda Court, ten opsigte van die grond en gebou of geboue geleë te Bellville, in die Stad Tygerberg, van welke deel die vloeroppervlakte, volgens genoemde deelplan 59 (nege-en-vyftig) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken, gehou kragtens Transportakte ST3679/97.

2. 'n Uitsluitlike gebruiksgebied beskryf as Parkeerarea Nr P7, groot 15 (vyftien) vierkante meter, synde 'n gedeelte van die gemeenskaplike eiendom, bevattende die grond en die skema bekend as Marinda Court ten opsigte van die grond en gebou of geboue geleë te Bellville, in die Stad Tygerberg soos getoon en vollediger beskryf op Deelplan Nommer SS131/92, gehou kragtens Notariële Akte van Sessie Nr SK903/1997.

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 15,50% 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 Vonnisskuldeiser voorsien van 'n bank- of bougenootskapswaarborg 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 hierdie 14de dag van Julie 2000.

A. van Rhyn, vir Steyn & Van Rhyn, Prokureur vir Eiser, Voortrekkerweg 45, Goodwood. (Verw. A. van Rhyn/Von Molendorff A01024.)

Saak No. 5392/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen: BOE BANK BEPERK, Eiser, en TOM WILLIE ADAMS, Eerste Verweerder, en MITA ADAMS, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof te George en 'n lasbrief vir eksekusie gedateer 12 Julie 2000, sal die volgende eiendom verkoop word deur mnre. Van Rensburgs Eiendomme en Veilings aan die hoogste bieder op Vrydag, 1 September 2000 om 11h00 te ondervermelde perseel:

Erf 1133, Pacaltsdorp, geleë in die munisipaliteit en afdeling van George, groot 500 m², gehou kragtens Transportakte Nr T87333/94 (ook bekend as Dahliastraat 17, Pacaltsdorp).

Die volgende verbeteringe is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, 3 slaapkamers, 1½ badkamers, stort, 2 toilette.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder en sal onderworpe wees aan die terme en voorwaardes van die Landdroshowe Wet en Reëls daaronder geproklameer en van die terme van die Titellakte in sover dit van toepassing mag wees.

2. *Terme:* Die koopprys sal betaalbaar wees synde 10% daarvan op die dag van 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 14,50% 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 kantore van mnre. Van Rensburgs Eiendomme en Veilings, mnre. Millers Ingelyf, Beaconsuis, Meadestraat 123, George, asook die Balju, Wellingtonstraat 36a, George.

Gedateer te George op hierdie 25ste dag van Julie 2000.

Millers Ingelyf, Prokureurs vir Eisers, Beaconsuis, Meadestraat 123, George. (Verw. FJB/MDL/N1781/Z04310.)

Case No. 15122/98

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between: FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and VUSUMZI NGWENYA, First Defendant, and NOZUKO JACQUELINE NDARALA, Second Defendant

In pursuance of a judgment of the above-mentioned Court in the above matter dated 10th March 1999, I shall sell in execution by public auction at the Goodwood Magistrate's Court on Thursday, 31st August 2000 at 09h30 and subject to the conditions of sale to be read at the sale, the following property:

Erf 1134, Langa, situated in the City of Cape Town, Cape Division, Western Cape Province, in extent 187 (one hundred and eighty-seven) square metres, held under Title Deed No. TE19500/1996, subject to the conditions contained therein and mortgaged in terms of Mortgage Bond No. B60478/1996 has been declared specially executable by order of this Court in the above-mentioned case situated at Zone 7, No. 14, Langa, Cape Town.

The conditions of sale will lie for inspection at the offices of the Sheriff of the High Court, Cape Town.

Dated at Cape Town on this 20th day of July 2000.

G. R. Bean, for Bisset Boehmke McBlain, Attorneys for Plaintiff, 13th Floor, Cartwright's Corner House, 19 Adderley Street, Cape Town. (Ref. GRB/mvdw/ra/MD1374.)

Case No. 67547/98

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 WILLIAM MICHAEL JOHN WALKER, in his capacity as co-trustee for the time being of the WILSON FAMILY TRUST, IT 601/95, First Defendant, ANTHONY JAMES BOWES, in his capacity as co-trustee for the time being of the WILSON FAMILY TRUST, IT 601/95, Second Defendant, and WILLIAM MICHAEL JOHN WALKER, Third Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 2 February 1999 and a writ of execution dated 26 February 1999 the property listed hereunder will be sold in execution on Friday, 8 September 2000 at 14:15, at the Magistrate's Court, North End, Port Elizabeth:

A unit consisting of:

(a) Section 19 as shown and more fully described on Sectional Plan SS132/1983 in the scheme known as Rydal in respect of the land and building or buildings situated at Port Elizabeth Central in the Municipality of Port Elizabeth, which section the floor area, according to the sale sectional plan, is 107 (one hundred and 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, situated at 12 Rydal, Newington Street, Port Elizabeth.

Improvements (although not guaranteed): The main building consists of lounge, dining-room, kitchen, two bedrooms, bathroom, w.c. and balcony, while the outbuilding consists of garage.

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 17,75% (seventeen comma seven 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 21st day of July 2000.

Joubert Galpin & Searle, Plaintiff's Attorneys, 173 Cape Road (P.O. Box 59), Port Elizabeth. [Tel. (041) 396-9225.]

Case No. 2282/99

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

In the matter between STANDARD BANK OF S.A. LIMITED, Plaintiff, and DANIEL JOHN RAYNERS, First Defendant, and MARISHA MAGDELENA RAYNERS, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 4 October 1999 and attachment in execution dated 29 October 1999, the following property will be sold at Sheriff's Auction Room, Ground Floor, 15 Rink Street, Port Elizabeth, corner of Rink and Clyde Streets, Port Elizabeth, by public auction on Friday, 8 September 2000 at 15:00:

Erf 277, Charlo, in the Municipality and Division of Port Elizabeth, measuring 1 241 (one thousand two hundred and forty-one) square metres, situated at 2 Harold Road, Charlo, Port Elizabeth.

While nothing is guaranteed, it is understood that the main building consists of living-room, three bedrooms, kitchen, bathroom and bath/shower, while the outbuilding consists of a bathroom, bath/shower, a swimming-pool, verandah and carport.

The conditions of sale will be read prior to the sale and may be inspected at the office of the Sheriff, 15 Rink Street, Central, Port Elizabeth or at Plaintiff's attorneys. Further details can be obtained from the offices of the Plaintiff's Attorneys at 173 Cape Road, Greenacres, Port Elizabeth, Tel. (041) 396-9225.

Terms: 10% deposit and Sheriff's charges of 5% of the proceeds of the sale which shall be paid by the purchaser up to a price of R30 000 and thereafter 3% on the balance, up to a maximum fee of R7 000, subject to a minimum of R260, on the date of sale, the balance against transfer to be secured by a bank or bank guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days from the date of the sale.

Dated at Port Elizabeth this 21st day of July 2000.

R. Willcock, for Joubert Galpin & Searle, Plaintiff's Attorneys, 173 Cape Road, Port Elizabeth. (Ref. R. Willcock/lvd/46440.)

Saak No. 2297/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen ABSA BANK BEPERK, Eiser, en IAN ROSS, en MARIA OLIVE ROSS, Verweerders

Ten uitvoerlegging van die vonnis van die Landdroshof gedateer 6 April 2000 sal die onroerende eiendom hieronder beskryf op Vrydag, 8 September 2000 om 09:00 op die perseel by die Landdroshof, Kuilsrivier per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

'n Woonhuis bestaande uit drie slaapkamers, sitkamer, kombuis, een en 'n halwe badkamer en dubbel motorhuis, ook bekend as Crassulasingel 25, Devon Park, Eersterivier.

Erf 1766, Eersterivier in die munisipaliteit Oostenberg, afdeling Stellenbosch, provinsie Wes-Kaap, groot 509 (vyfhonderd-en-nege) vierkante meter, gehou kragtens Transportakte T48867/1993.

Verkoopvoorwaardes:

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

2. Een tiende ($\frac{1}{10}$) van die koopprys tesame met rente daarop teen 14,5% per jaar vanaf datum van verkoping tot 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, Landdroshof, Northumberlandweg 29, Bellville.

Afslaer: Die Balju, Landdroshof, Bellville.

Gedateer te Bellville Hierdie 25ste dag van Julie 2000.

A. der Kinderen, vir Bornman & Hayward, Prokureur vir Eiser, High Street VIII, Tweede Verdieping, Rosenpark, Tygervallei. [Tel. (021) 914-6400.] (Verw. ADK/A. Rudman/A0204/128.)

Case No. 6710/2000

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

ABSA BANK LIMITED versus JACOBUS ANNANIAS CLOETE and LEONA ROSINA CLOETE

The following property will be sold in execution in front of the Courthouse for the District of Kuils River, on Monday, 4 September 2000 at 09:00, to the highest bidder:

Erf 2175, Kleinvlei, in extent 439 square metres, held by T21047/1986, situate at 5 Venus Street, Kleinvlei, Eerste River, Western Cape Province.

1. The following improvements are reported but not guaranteed:

Dwelling: Entrance hall, lounge, diningroom, kitchen, three bedrooms, bathroom and toilet.

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 14,5% 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 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, 10th Floor, NBS Waldorf, 80 St. George's Mall, Cape Town. (Ref. 207520/cs.)

Case No. 6740/97

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

ABSA BANK LIMITED versus ARCHIE JOHN JACOBS and YVONNE JOAN JACOBS

The following property will be sold in execution in front of the Courthouse for the District of Kuils River, on Monday, 4 September 2000 at 09:00, to the highest bidder:

Erf 270, Hagley, in extent 942, held by T62161/1988, situate at 26 Swallow Way, Hagley, Kuils River, Western Cape Province.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, three bedrooms, bathroom/toilet and shower/toilet.

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 14,5% 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 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, 10th Floor, NBS Waldorf, 80 St. George's Mall, Cape Town. (Ref. 176830/cs.)

Saak No. 1660/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK OUDTSHOORN GEHOU TE OUDTSHOORN

In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en JP BOOYSEN, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Oudtshoorn en 'n lasbrief vir eksekusie gedateer 8 Junie 2000, sal die onderstaande eiendom om 11h00 op 8 September 2000 te Landdroskantoor, St Johnstraat, Oudtshoorn, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 5629, Oudtshoorn, in die Munisipaliteit en Afdeling van Oudtshoorn, ook bekend as Stompdriftstraat 4, Oudtshoorn.

Beskrywing: Groot 436 (vierhonderd ses en dertig) vierkante meter, gehou kragtens Transportakte Nr. T47311/93.

Verbandhouer: Saambou Bank Beperk.

Die belangrikste voorwaardes daarin vervat is die volgende:

1. Die verkoping sal voetstoots geskied, onderworpe aan die voorwaardes van die Transportaktehouer waarkragtens die eiendom gehou word.
2. 'n Deposito van 10% is kontantbetaalbaar, die res teen oordrag.
3. Die volledige veilingvoorwaardes, wat net voor die veiling voorgelees sal word lê ter insae in die kantoor van die Balju van die Landdroshof.

Gedateer te Oudtshoorn op die 26ste dag van Julie 2000.

Balju van die Hof.

L Delport, vir James King & Badenhorst, Eiser se Prokureurs, St Johnstraat 144, Oudtshoorn, 6620. [Tel. (044) 272-3922.] (Docex 9.) (Verw. L Delport.) (Lêernr. SS0050.)

Case No. 13378/00

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS,
TODD STREET, PORT ELIZABETH**In the matter between TRANSNET LIMITED, Execution Creditor, and PETER DANIEL SEPTEMBER, Execution Debtor**

In pursuance of a judgment in the Magistrate's Court for the District of Port Elizabeth, and a warrant of execution dated 9th June 2000, the goods listed hereunder will be sold in execution on the 25th August 2000 at 14h15 at the premises of front entrance to the New Law Courts, Govan Mbeki Ave, Port Elizabeth, to the highest bidder:

Erf 1337, Bloemendal, in the Municipality and Division of Port Elizabeth, Province of the Eastern Cape, in extent 324 (three hundred and twenty-four) square metres, held by Deed of Transfer T10125/1992.

Dated at Port Elizabeth this the 25th day of July 2000.

To: The Messenger of the Court, Port Elizabeth West.

Oosthuizen Hazell & Wilmot, Plaintiff's Attorneys, 1st Floor, 30 West Street, Newton Park, Port Elizabeth. (Ref. Mr Alberts/AK/S48031.)

Saak No. 8751/00

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen FBC FIDELITY BANK BEPERK, Eiser, en KUMAREN NAIR, Eerste Verweerder, en RAQUEL RENÉ NAIR, Tweede Verweerder

Ter uitvoering van 'n vonnis verkry in die Landdroshof Wynberg, gedateer 5 Junie 2000 en 'n lasbrief vir eksekusie, sal die hiernabeskrewe vaste eiendom, op Woensdag, 6 September 2000 om 10h00, by die Wynberg Landdroshof per publieke veiling in eksekusie verkoop word aan die hoogste bieder sonder reserwe:

Erf 1352, Zeekoevlei, in die Suid-Skiereilandse Munisipaliteit, Afdeling Kaap, provinsie Wes-Kaap, groot 856 vierkante meter, gehou kragtens Transportakte T19418/94.

Liggingsadres: Gallinuleslot, Zeekoevlei.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied onderworpe aan die bepalings van die Wet op Landdroshowe en Reëls asook die voorwaardes van die Titellakte waaronder die eiendom gehou word.

2. Een tiende (1/10) van die koopprys moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprys tesame met rente daarop teen 24,2% p.j. of sodanige ander rentekoers as wat deur Verweerder betaalbaar is in terme van die verbandakte vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne veertien (14) dae na die verkoping vir 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 verdere voorwaardes wat ten tye van die verkoping uitgelees sal word welke verdere voorwaardes ter insae lê by die kantore van die Balju Wynberg en/of die kantore van Smit Kruger Ingelyf, Wellingtonweg 32, Durbanville.

Die verbeteringe is die volgende: Leë erf (Erf 1352, Zeekoevlei).

Gedateer te Durbanville hierdie 31ste dag van Julie 2000.

A D Kruger, vir Smit Kruger Ingelyf, Wellingtonweg 32 (Posbus 33), Durbanville, 7550. (Verw. ADK/CC/B01643.)

Saak No. 655/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WELLINGTON GEHOU TE WELLINGTON

In die saak tussen NEDCOR BANK BPK, Vonnisskuldeiser, en JOHN HENDRY RICHARD HARDNICK, Eerste Vonnisskuldenaar, en LUCY HARDNICK, Tweede Vonnisskuldenaar

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Landdros te Wellington in bogemelde saak, sal 'n veiling van die volgende onroerende eiendom gehou word, op Donderdag, 7 September 2000 om 10:00, voor die Landdroshof, Wellington:

Erf 5368, Wellington in die Munisipaliteit van Wellington, Afdeling Paarl, groot 372 (driehonderd twee-en-sewentig) vierkante meter, gehou deur die Vonnisskuldenaars kragtens Transportakte T55139/91, en geleë te Davidslaan 38, Van Wyksvlei, Wellington.

Die volgende verbeteringe op die eiendom word aangegee maar nie gewaarborg nie: Woning bestaande uit kombuis, 3 slaapkamers, sitkamer en badkamer.

Onderworpe aan die Veilingsvoorwaardes hieronder uiteengesit.

Veilingsvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshowe, Wet 32 van 1944 soos gewysig en die Reëls daaronder uitgevaardig en aan die voorwaardes vervat in die Transportakte ten opsigte van die eiendom.

2. Die volle koopprys plus afslaerskommissie is betaalbaar deur die koper in kontant, bankgewaarborgde tjek of aanvaarbare bankwaarborg by toeslaan van die bod op die Koper, by gebreke waarvan die afslaer, op instruksies van die Vonnisskuldeiser, die verkoping onmiddellik kan kanselleer, waarop die eiendom onderwyld weer te koop aangebied sal word, behoudens dat, indien die Vonnisskuldeiser die koper is, die voorafgaande betaalbaar is teen registrasie van oordrag.

3. Die koper is aanspreeklik vir die betaling van alle oordragkoste, hereregte, agterstallige belastings en diensgelde en enige bykomende onkoste, plus B.T.W.

4. Besit van die eiendom sal gegee en geneem word op die datum van die geregtelike veiling onderworpe aan bestaande huurkontrakte, indien enige.

5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling oorgelees wrod en is ter insae by die kantoor van die Balju, Wellington.

Gedateer te Paarl op 18 Augustus 2000.

Gaum-Hanekom, Prokureurs vir Vonnisskuldeiser, Bethelstraat 5, Paarl.

Case No. 18142/2000

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

FBC FIDELITY BANK LIMITED (under curatorship) (formerly t/a FIDELITY BANK LIMITED), versus, ELIZABETH NOWASE KATYWA (ID 4209010198086)

The following property will be sold in execution at the entrance, New Law Courts, North End, Port Elizabeth, on Friday, 1 September 2000 at 14h15, to the highest bidder:

Erf 10249, Motherwell, in the Municipality of Port Elizabeth, Division of Uitenhage, Province of the Eastern Cape, in extent 279 (two hundred and seventy-nine) square metres, held under Deed of Transfer T110642/97, situated at 9 Quina Street, NU4B Motherwell, Port Elizabeth.

1. The following improvements are reported but not guaranteed: Dwelling, brick under tiled roof, comprising 3 bedrooms, lounge, kitchen and bathroom.

2. *Payment:*

2.1 Ten per centum (10%) of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 14,500 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.

2.2 Sheriff's charges of 5% on the proceeds of the sale which shall be paid by the purchaser up to a price of R30 000 and thereafter 3% up to a maximum fee of R7 000 subject to a minimum of R300 on the date of sale.

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.

C. J. Moodliar, for Goldberg & De Villiers, Attorneys for Judgment Creditor, 13 Bird Street, Central, Port Elizabeth. (Ref. Mr C Moodliar/LL/FID04102.)

Case No. 21092/2000

IN THE MAGISTRATES COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

FBC FIDELITY BANK LIMITED (under curatorship) (formerly t/a FUTURE BANK CORPORATION), versus, VUYISILE MICHAEL MBANGUTA (ID 5812025197081), and NONISE SYLVIA MBANGUTA (ID 5912101120088)

The following property will be sold in execution at the entrance, New Law Courts, North End, Port Elizabeth, on Friday, 1 September 2000 at 14h15, to the highest bidder:

Erf 10772, Motherwell, in the Municipality of Port Elizabeth, Division of Uitenhage, Province of the Eastern Cape, in extent 316 (three hundred and sixteen) square metres, held under Deed of Transfer T43419/98, situated at 14 Sigangala Street, NU4B Motherwell, Port Elizabeth.

1. The following improvements are reported but not guaranteed: Dwelling, brick under asbestos, comprising 2 bedrooms, lounge, kitchen and bathroom.

2. *Payment:*

2.1 Ten per centum (10%) of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 16% 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.

2.2 Sheriff's charges of 5% on the proceeds of the sale which shall be paid by the purchaser up to a price of R30 000 and thereafter 3% up to a maximum fee of R7 000 subject to a minimum of R300 on the date of sale.

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.

C. J. Moodliar, for Goldberg & De Villiers, Attorneys for Judgment Creditor, 13 Bird Street, Central, Port Elizabeth. (Ref. Mr C Moodliar/LL/FID04110.)

Case No. 7634/2000

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

in the matter between FIRSTRAND BANK LTD, formerly FIRST NATIONAL BANK SA LTD, Plaintiff, and WILLEM JOHANNES CHRISTIAAN HEYNS, Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on the 5th July 2000, the under-mentioned property will be sold in execution at the premises, on Tuesday, the 29th August 2000 at 12h30:

Erf 8820, Brackenfell, situated in the Oostenberg Municipality, Division Stellenbosch, Province Western Cape, measuring 389 (three hundred & eighty-nine) square metres held by Deed of Transfer T43654/89 and comprising of 3 bedrooms, 1 1/2 (one and a half) bathrooms, kitchen and lounge-tiled roof. Outside room and garage now an office, and known as 17 Lista Crescent, Vredeloof, Brackenfell.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder and to the Title Deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10 (ten) per cent thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the Banks ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's Attorneys as reflected hereunder.

Dated at Parow this 3rd day of August 2000.

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

Case No. 16547/00

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

In the matter between FIRSTRAND BANK formerly t/a FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED No. 05/01225/06, Plaintiff, and JOHN JACOBUS SAMPSON, First Defendant, and JANINE LECILE SAMPSON, Second Defendant

In the above matter a sale will be held on Tuesday, 29 August 2000 at 10:00, at the Courthouse, Mitchells Plain:

Erf 23434, Mitchells Plain in the City of Cape Town, Cape Division, Western Cape Province, being 30 Stratus Road, Rocklands, Mitchells Plain, measuring 133 (one hundred and thirty-three) square metres, held by Defendants under Deed of Transfer T64759/1997.

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 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 building under an asbestos roof with vibre crete and burglar bars consisting of 3 bedrooms & en suite, dining-room, 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 Magistrates' Court, Mitchells Plain, and at the office of the undersigned.

Dated at Grassy Park this 24th day of July 2000.

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.

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, 7 September 2000 om 10h00, by die Mitchells Plain Hof:

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

Sekere Erf 5808, Mitchells Plain, gelee in die Stad Kaapstad, Afdeling Kaap, Wes-Kaap Provinsie, groot 220 (tweehonderd en twintig) vierkante meter, gehou kragtens Transportakte T37908/1995, ook bekend as Kuneneweg 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 koopprijs moet kontant of deur middel van 'n bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom as verkoop verklaar is en die res van die koopprijs 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 die 1ste dag van Augustus 2000.

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

Case No. 4836/98

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

In the matter between ABSA BANK LIMITED formerly t/a UNITED BANK, Plaintiff (Execution Creditor), and VIRGIL PETER THOMAS, First Defendant (First Execution Debtor), PRISCILLA ELIZABETH THOMAS, Second Defendant (Second Execution Debtor)

In pursuance of a judgment given in the Court of the Magistrate of Mitchells Plain and a writ of execution dated June 2000, a sale in execution will take place, on Tuesday, the 29th day of August 2000 at 10h00, at the Mitchells Plain Magistrate's Court, of:

Certain: Erf 32986, Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, situated at 49 Netball Crescent, Beacon Valley, Mitchells Plain, measuring 121 (one hundred and twenty-one) square metres, held by the Execution Debtor under Deed of Transfer T8297/92.

The property is a dwelling house 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. 10% (ten per cent) 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 20% (twenty per cent) 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 Mitchells Plain who shall be the auctioneer.

Dated at Cape Town this 24th day of July 2000.

T A Goldschmidt, for MacCallums Inc., Execution Creditor's Attorneys, 2nd Floor, 35 Wale Street, Cape Town, 8001. (Ref. TAG/KD/V61488.)

Saak No. 12118/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

**In die saak tussen OOSTELIKE MUNISIPALITEIT ADMINISTRASIE KRAAIFONTEIN, Eiser, en
J J & E WITBOOI, Verweerders**

Kragtens 'n uitspraak van bogemelde Agbare Hof en lasbrief tot eksekusie, sal die onroerende eiendom geleë te Rouxstraat 13, Kraaifontein, per openbare veiling verkoop word, op 28 Augustus 2000 om 09:00, by die Landdroshof te Kuilsrivier:

Die onroerende eiendom te koop, staan bekend as: Erf 1098, Kraaifontein, in die Gebied van die Oostenberg Munisipaliteit, Afdeling Paarl, provinsie Wes-Kaap, groot 496 (vierhonderd ses-en-negentig) vierkante meter, gehou kragtens Transportakte T77243/1995, synde 'n woning bestaande uit (maar word dit nie gewaarborg) 'n sitkamer, 3 slaapkamers, kombuis, badkamer en toilet.

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 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 21ste dag van Julie 2000.

J H Korsten, vir Potgieter & Fourie, Brightonweg 50. (Verw. JHK/zb/Z06312.)

Case No. 33744/99

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

**In the matter between BODY CORPORATE YORK MEWS, Execution Creditor, and
CHAD GRAINGER, Execution Debtor**

In pursuance of a judgment in the Magistrates' Court for the District of Cape Town and writ of execution dated 30th November 1999, and re-issued on 15th May 2000, the following property will be sold in execution, at the site of the property at 1 York Mews, York Road, Green Point, on 14th September 2000 at 12h00 to the highest bidder:

Certain: (a) Section 2 as shown and more fully described on Sectional Plan SS207/1995, in the scheme known as York Mews in respect of the land and building or buildings situated at Green Point in the City of Cape Town, Division Cape, Province of the Western Cape, which section the floor area according to the Sectional Plan is 62 (sixty-two) square metres in extent and

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said Sectional Plan, held by Deed of Transfer ST11094/1998, also known as 1 York Mews, York Road, Green Point.

(c) An exclusive user area described as Parking Bay No. 1, measuring 28 (twenty-eight) square metres in extent, being as such part of the common property, in the scheme known as York Mews, in respect of the land and building or buildings situated at Green Point in the City of Cape Town, Division Cape, Province of the Western Cape, as shown and more fully described on Sectional Plan SS207/1995 and held under Notarial Deed of Cession SK2415/1998.

(b) An exclusive use area described as Garden G1, measuring 40 (forty) square metres in extent, being as such part of the common property, in the scheme known as York Mews in respect of the land and building or buildings situated at Green Point, in the City of Cape Town, Division Cape, Province of the Western Cape, as shown and more fully described on Sectional Plan SS207/1995, and held under Notarial Deed of Cession SK2415/1998.

Conditions of sale:

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

2. The following improvements on the property are reported but nothing is guaranteed: Sectional Title Unit.

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

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

Dated at Cape Town on the 17th day of July 2000.

Schneider Shargey & Klitzner, Attorneys for Judgment Creditor, 173 Bree Street, Cape Town. (Ref. IK/C Nolan/YR1.)

Case No. 3885/97

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

In the matter between ABSA BANK LTD, Plaintiff, and B A SMITH, 1st Defendant, and J SMITH, 2nd Defendant

The following property will be sold in execution at the Mitchells Plain Magistrate's Court on 5 September 2000 at 10:00, to the highest bidder:

Erf 37168, Mitchells Plain, situated in the City of Cape Town, Cape Division, Western Cape Province, measuring 205 (two hundred and five) square metres, held under Deed of Transfer T1675/96.

Street address: 5 Oval Street, Beacon Valley, Mitchells Plain.

1. The following improvements are reported, but not guaranteed: A brick building with asbestos roof and burglar bars, three bedrooms, cement floors, lounge, open plan kitchen, bathroom and toilet.

2. *Payment:* 10% of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the balance (plus interest at the current ABSA Bank bond rate calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer which amounts are to be secured by approved bank-guarantee to be delivered within 4 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 3rd day of August 2000.

H J Swart, for De Klerk & Van Gend, Attorneys for Plaintiff, ABSA Bank Building, Adderley Street, Cape Town.

Saak No. 1472/99

IN DIE LANDDROSHOF VIR DIE DISTRIK STRAND GEHOU TE STRAND

**In die saak tussen HELDERBERG MUNISIPALITEIT, Eksekusieskuldeiser, en DAVIDS, N.,
Eerste Eksekusieskuldenaar, en DAVIDS, M., Tweede Eksekusieskuldenaar**

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Strand op 1 September 1999 sal die onderstaande eiendom op Woensdag, 6 September 2000 om 12:00 te Nazli Singel 24, Strand, geregteelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit sekere Erf 17875, Strand, in die Helderberg Munisipaliteit, afdeling Stellenbosch, provinsie Wes-Kaap, ook bekend as Nazli Singel 24, Strand, groot 160 (eenhonderd-en-sestig) vierkante meter.

Verbandhouer: Housing board.

Die belangrikste voorwaardes daarin vervat is die volgende:

1. Die volgende verbeteringe word gemeld, maar nie gewaarborg nie: Twee slaapkamers, kombuis en badkamer.

2.1 Die koopprys moet soos volg betaal word:

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

2.1.2 die balans teen registrasie van transport tesame met rente op die volle koopprys teen 'n koers van 21% per centum (een-en-twintig %) per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo die van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, welke balans plus rente soos voormeld verseker moet word deur 'n waarborg wat vir die Eiser se Aktebesorger aanvaarbaar is.

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

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

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

Gedateer te Somerset-Wes op die 26ste dag van Julie 2000.

N. J. le Roux, vir Miller Bosman Le Roux, Eiser se Prokureurs, ABSA-gebou, Hoofweg 140, Somerset-Wes. [Tel. (021) 852-3624.] (Verw. mev. Theron.) (Lêrn. SH0228.) (Docex: Somerset Wes 1.)

Saak No. 1770/99

IN DIE LANDDROSHOF VIR DIE DISTRIK STRAND GEHOU TE STRAND

In die saak tussen HELDERBERG MUNISIPALITEIT, Eksekusieskuldeiser, en CASSIM S. Me., Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Strand op 17 Desember 1999 sal die onderstaande eiendom op 7 September 2000 om 10:00 te Dallas Singel 12, Strand, geregteelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit sekere Erf 13946, Strand, in die Helderberg Munisipaliteit, afdeling Stellenbosch, provinsie Wes-Kaap, ook bekend as Dallas Singel 12, Strand, groot 450 (vierhonderd-en-vyftig) vierkante meter.

Verbandhouer: ABSA Bank Beperk.

Die belangrikste voorwaardes daarin vervat is die volgende:

1. Die volgende verbeteringe word gemeld, maar nie gewaarborg nie: Leë erf.

2.1 Die koopprys moet soos volg betaal word:

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

2.1.2 die balans teen registrasie van transport tesame met rente op die volle koopprys teen 'n koers van 21% per centum (een-en-twintig %) per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo die van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, welke balans plus rente soos voormeld verseker moet word deur 'n bankwaarborg wat vir die Eiser se Aktebesorger aanvaarbaar is.

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

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

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

Gedateer te Somerset-Wes op die 27ste dag van Julie 2000.

N. J. le Roux, vir Miller Bosman Le Roux, Eiser se Prokureurs, ABSA-gebou, Hoofweg 140, Somerset-Wes. [Tel. (021) 852-3624.] (Verw. mev. Theron.) (Lêernr. SH0313.) (Docex: Somerset Wes 1.)

Saak No. 4415/99

IN DIE LANDDROSHOF VIR DIE DISTRIK KNYSNA GEHOU TE KNYSNA

In die saak tussen NEDCOR BANK BEPERK, Eksekusieskuldeiser, en ERF 7468 KNYSNA BK, Eerste Eksekusieskuldenaar, en BRUCE CHRIS WHITE MILLER, Tweede Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik Knysna en 'n lasbrief vir eksekusie gedateer 7 Maart 2000 sal die volgende eiendom in eksekusie verkoop word op 1 September 2000 om 11:00 te die gegewe perseel, soos beskryf hieronder:

Erf 7468, Knysna, in die munisipaliteit en afdeling Knysna (ook bekend as Thesen Hillweg 4, Knysna), groot 2 054 vierkante meter, gehou te Transportakte T34932/94.

Verbeterings: Twee slaapkamers, badkamer, kombuis, sitkamer, eetkamer, familiekamer, twee motorhuise en tuinwoningstel.

Verkoopvoorwaardes:

1. Die verkoping is onderhewig aan die bepalings van die Wet op Landdroshof, No. 32 van 1944 en die Reëls daarunder geproklameer. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes van die bestaande transportakte. Die hoogste bieër sal die koper wees, onderhewig aan die voorwaardes van die bestaande transportakte. Die hoogste bieër sal die koper wees, onderhewig aan die bepalings van artikel 66 van die bogemelde Wet.

2. 10% (tien persent) van die koopprys is betaalbaar in kontant by ondertekening van die verkoopvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprys, tesame met rente daarop bereken teen die huidige rentekoers van 19,5% vanaf datum van verkoping tot datum van registrasie, teen registrasie van transport in naam van die koper. Voormelde bedrae moet verseker wees deur 'n aanvaarbare bank- of bouverenigingwaarborg wat gelewer moet word binne 14 dae vanaf datum van die veiling.

3. Die koper sal alle hereregte, oordragkoste, agterstallige grondbelasting en heffings, asook grondbelasting en heffings vir die huidige jaar en afslaaerskommissie betaal.

4. Belasting op toegevoegde waarde op die koopprys, tensy die Vonnisskuldenaar voor die veiling die afslaer en die Balju voorsien het van 'n skriftelike verklaring dat die verkoping van die eiendom nie 'n belasbare lewering van goed sou wees indien dit deur die Vonnisskuldenaar verkoop sou word nie en wat volledig die redes uiteensit waarom die verkoping van die eiendom deur die Vonnisskuldenaar nie 'n belasbare lewering van goed sou wees nie.

5. Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju vir die Landdroshof Knysna, Uilstraat 11, Knysna, sowel as by die kantore van mnre. Raubenheimers Ingelyf, Cathedralstraat 60, George.

Gedateer te George hierdie 26ste dag van Julie 2000.

R. Enbelbrecht, vir Raubenheimers Ingelyf, Cathedralstraat 60 (Posbus 21), George, 6530. [Tel. (044) 873-2043.]

Case No. 8076/99

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

In the matter between CHUBB ELECTRONIC SECURITY (PTY) LTD, Execution Creditor, and LINDI NOMSA MANGALISO, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the district of Goodwood, dated 25 October 1999 and under a writ of execution issued thereafter, the following property will be sold voetstoots and without reserve in execution to the highest bidder, by public auction at the Goodwood Court House, on Friday, 8 September 2000 at 09h00:

Erf 2987, Langa, situate in the City of Cape Town, Cape Division, Province of the Western Cape, in extent 1 833 m² (one thousand eight hundred & thirty three square metres), held by Deed of Transfer No. TL54406/1992 and T13303/1996.

The street address of the property is as follows: 21 Lerotholi Avenue, Langa.

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 the rules applicable thereto, and also servitudes and conditions attaching to the property contained in the relevant title deeds.

2. The full and complete conditions of sale will be announced by the auctioneer immediately before the sale, and lie for inspection at the offices of the Sheriff of the Magistrate's Court at Epping Avenue, Elsies River.

3. The following information is furnished but not guaranteed:

Tiled roof, brick walls, 3 bedrooms, lounge, bathroom, kitchen and garage.

4. Payment will be effected as follows: Ten percent (10%) of the purchase price on the day of the sale and the balance of the purchase price together with interest thereon at the rate of 19% from the date of sale to the date of payment, shall be paid to the transferring attorneys, free of exchange, at Bellville against registration of transfer.

Dated at Bellville on this the 21st day of July 2000.

L. Malherbe, for Balsillies Incorporated, Execution Creditors Attorneys, 8-10 First Avenue, Boston, Bellville. (Ref. LM/Colls/PP0828.)

Case No. 12380/00

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

NEDCOR BANK LIMITED versus LIZETTE POTGIETER and JOHN MICHAEL BAYLEY

In pursuance of a judgment dated 7th June 2000 and an attachment on the 12th July 2000, the following immovable property will be sold at 50 Hampshire Street, Sherwood, Port Elizabeth, by public auction on Tuesday, 5 September 2000 at 11:00 a.m.:

Erf 3583, Hunters Retreat, in the Municipality and Division of Port Elizabeth, in extent 701 square metres, situate at 50 Hampshire Street, Sherwood, Port Elizabeth.

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

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 (2,5% on the first R30 000,00 and thereafter 1,5% with a minimum of R300,00 and a maximum of R4 000,00) and auctioneer's charges (4,5%) plus V.A.T. in both cases are also payable on date of sale.

Dated: 21 July 2000.

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

Case No. 11843/00

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

FBC FIDELITY BANK LIMITED versus HANS HAMILY

In pursuance of a judgment dated 1 June 2000 and an attachment on the 11 July 2000, the following immovable property will be sold in front of the Magistrate's Court, Govan Mbeki Avenue, Port Elizabeth, by public auction on Friday, 1st September 2000 at 2.15 p.m.:

Erf 10322, Motherwell, situated in the Municipality of Port Elizabeth, in the Division of Uitenhage, Eastern Cape Province, in extent 256 (two hundred and fifty-six) square metres, situate at 22 Qutsa Street, NU 4, Motherwell, Port Elizabeth.

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

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 with a minimum of R300,00 plus V.A.T.) are also payable on date of sale.

Dated: 28th July 2000.

Pagdens • Stultings, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Central, Port Elizabeth (P O Box 132, P.E., 6000). (Tel. 585-2141.) (Mrs D Steyn/F0048/271.)

Saak No. 2542/98

IN DIE LANDDROSHOF VIR DIE DISTRIK KURUMAN GEHOU TE KURUMAN

In die saak tussen UNITY FINANCIAL SERVICES BEPERK, Eiser, en BOITUMELO PATRIC JACOBS, Verweerder

Ingevolge 'n vonnis gelewer op 20 November 1998, in die Kuruman Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 1 September 2000 om 10:00 te die Landdroskantoor, Postmasburg, aan die hoogste bieder, naamlik:

Erf 2327, Daniëlskuil, geleë in die Munisipaliteit van Daniëlskuil, bekend as Narestraat 245, Daniëlskuil.

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 Postmasburg.

Gedateer te Kuruman op hierdie 31ste dag van Julie 2000.

A. Erasmus, vir Jordaan & Mans, Eiser se Prokureur, Bearestraat 26 (Posbus 27), Kuruman. [Tel. (053) 712-1091.] (Verw. Mnr. Erasmus/U0002/25.)

Saak No. 1092/99

IN DIE LANDDROSHOF VIR DIE DISTRIK ROBERTSON GEHOU TE ROBERTSON

In die saak tussen: ABSA BANK BEPERK, Vonnisskuldeiser, en VG ABRAHAMS, Eerste Vonnisskuldenaar, en ED ABRAHAMS, Tweede Vonnisskuldenaar

Ten uitvoering van 'n uitspraak in die Landdroshof vir die distrik van Robertson en 'n lasbrief vir eksekusie vir uitvoering uitgereik in bogenoemde saak, sal die ondervermelde onroerende eiendom voetstoots en sonder voorbehoud geregtelik per openbare veiling gehou te Tienvoetstraat 7, Robertson, 6705, aan die hoogste bieder verkoop word op Dinsdag, 12 September 2000 om 11h00 vm:

Erf: 1117, Robertson, in die Munisipaliteit en Afdeling Robertson, provinsie Wes-Kaap, groot: 895 (agthonderd vyf-en-negentig) vierkante meter, gehou kragtens Transportakte T15850/1989.

Straatadres: Tienvoetstraat 7, Robertson, 6705.

Onderhewig aan die voorwaardes hieronder uiteengesit.

Veilingsvoorwaardes:

1. Die veiling is onderwerp aan die voorwaardes en bepalings van die Wet op Landdroshowe, Nr. 32 van 1944, soos gewysig.

2. Die eiendom word voetstoots verkoop, onderworpe aan die voorwaardes van die bestaande titelbewys. Die hoogste bieder sal die koper wees, onderworpe aan die bepaling van Artikel 66 van bogenoemde Wet.

3. Die besonderhede van die vaste eiendom is by die Balju se kantore beskikbaar.

4. Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Balju van die Landdroshof voorgelees word en lê ter insae in die kantoor van die Balju van die Landdroshof, Kerkstraat 24, Robertson, 6705.

5. Betaling sal soos volg geskied: 10 (tien) persent van die koopprys op die veilingsdag en die res met rente daarop teen die koers van 20% per annum van die veilingsdatum tot datum van registrasie van oordrag, teen oordrag van die eiendom in die naam van die koper, welke betaling deur 'n goedgekeurde bank- of bouvereniging gesekureer moet word binne 14 (veertien) dae na die veilingsdatum.

Gedateer te Robertson op hede die 8ste dag van Augustus 2000.

Falck Muller Baard Ing., Prokureurs vir Eiser, Kerkstraat 23 (Posbus 94), Robertson, 6705. [Tel. (023) 626-3061.] (Verw. Graeme Falck.)

Case No. 1092/99

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

In the matter between: ABSA BANK LIMITED, Execution Creditor, and VG ABRAHAMS, First Execution Debtor, and ED ABRAHAMS, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Robertson and an warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held at 7 Tienvoet Street, Robertson, 6705, to the highest bidder on Tuesday, 12 September 2000 at 11h00:

Erf 1117, Robertson, in the Municipality and Division Robertson, Western Cape Province, in extent 895 (eight hundred and ninety-five) square metres.

Street Address: 7 Tienvoet Street, Robertson, 6705, held by Deed of Transfer No. T15850/1989, subjected to the following conditions:

Conditions of sale:

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

2. The information regarding the property is available at the Sheriff's office.

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, 24 Church Street, Robertson, 6705.

4. Payment shall be effected as follows: Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 20% from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Robertson on this 8th day of August 2000.

Falck Muller Baard Inc., Creditor's Attorneys, 23 Church Street (P.O. Box 94), Robertson, 6705. [Tel. No. (023) 626-3061.] (Ref. Graeme Falck.)

Saak No. 1011/99

IN DIE LANDDROSHOF VIR DIE DISTRIK HUMANSDORP GEHOU TE HUMANSDORP

In die saak tussen: ABSA BANK BEPERK, Eiser, en WILLIE DANIEL LIPPERT, Eerste Verweerder, en JOHANNA SUSAN SARAH LIPPERT, Tweede Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer die 6de Mei 1999 sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju op Vrydag, die 1ste September 2000 om 10:30 voor die kantoor van die Balju van die Landdroshof te Hoofstraat 3, Humansdorp, aan die hoogste bieder:

Erf 632, Kruisfontein, in die gebied van Humansdorp Oorgangsrade, Afdeling van Humansdorp, provinsie Oos-Kaap, groot: 342 (driehonderd twee-en-veertig) vierkante meter, gehou kragtens Transportakte Nr. T7532/88, geleë te Gewintstraat 632, Graslaagte, Humansdorp.

Alhoewel niks gewaarborg word nie, word dit verstaan dat die eiendom gesoneer is vir residensiële doeleindes en verbeter is met 'n woning van steen onder 'n asbesdak wat bestaan uit sitkamer, eetkamer, drie slaapkamers, kombuis, badkamer met spoeltoilet en stort en aparte spoeltoilet.

Terme en voorwaardes: Die koopprys sal betaalbaar wees teen 10% daarvan tydens die verkoping plus Balju (Afslaaers) koste teen 5% op die eerste R30 000,00 (dertig duisend rand) en daarna 3% tot 'n maksimum fooi van R7 000,00 (seweduisend rand), vir die balans moet 'n aanneembare bank of bouvereniging waarborg aan die Balju voorsien word binne veertien (14) dae vanaf datum van die verkoping.

Voorwaardes van verkoping: Volle besonderhede van die verkoopsvoorwaardes sal ter insae lê en kan nagegaan word by die kantoor van die Balju, mnr. C. Coetzee, Hoofstraat 3, Humansdorp.

Gedateer te Uitenhage op hierdie 4de dag van Augustus 2000.

Kitchings, Eiser se Prokureurs, Kanonstraat 48, Uitenhage. (Verw. EJK/kj/E0310A.)

Saak No. 6833/98

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

**In die saak tussen: EERSTE NASIONALE BANK VAN SA BEPERK, h/a WESBANK, Eiser, en
B. LIEBENBERG, Verweerder**

Ingevolge 'n vonnis van die Landdroshof van Kimberley en 'n lasbrief vir eksekusie gedateer 19 Mei 2000 sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder voor die Landdroskantoor, Kimberley, op Donderdag, 31 Augustus om 10h00:

Sekere Erf Nr. 2478, geleë in die Munisipaliteit van die Stad van Kimberley, groot 955 vierkante meter, gehou kragtens Akte van Transport Nr. T159/1995 (ook bekend as Edmeadesstraat 6, Kimberley).

Die verbeterings op die eiendom bestaan uit 'n losstaande huis maar niks word gewaarborg nie.

Tien persent van die koopprijs 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 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 die Landdroshof, Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

H. P. A. Venter, vir Duncan & Rothman, Eiser se Prokureurs, Permanente-gebou, Jonesstraat, Kimberley.

Case No. 9871/00

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 THE TRUSTEES FOR THE TIME BEING OF THE JENNY LEE FAMILY INVESTMENT TRUST, Judgment Debtor

The property: Erf 48996, Cape Town at Newlands, in the City of Cape Town Cape Division, Province of Western Cape, in extent 898 square metres.

Improvements (not guaranteed): A dwelling of brick walls, tiled roof consisting of 3 bedrooms, kitchen, 2 toilets, 2 bathrooms, lounge, dining-room, sunroom in loft and double garage.

Date & time of sale: 4th September 2000 at 2.00 pm.

Place of sale: 22 Avenue Grande, Newlands, 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 and Auction Alliance, 140 Loop Street, Cape Town.

Dated at Cape Town on this 28th day of July 2000.

Paul Griffiths, for Griffiths Attorneys, Attorneys for Judgment Creditor, Mezzanine Floor, Bank Chambers, 144 Longmarket Street, Cape Town. (Ref. PG/pw/W01322.)

Case No. 6854/99

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

CITY OF CAPE TOWN, Judgment Creditor, and EILEEN D GEORGE, Judgment Debtor

The following will be sold in execution in front of the Court-house for the District of Mitchell's Plain on Thursday, 7th September 2000 at 10h00, to the highest bidder:

Erf 31569, measuring 162 square metres, held by T7693/1991, situated at 3 Louise Crescent, Eastridge, Mitchell's Plain, in the Cape.

1. The following improvements on the property are reported but nothing is guaranteed; Single dwelling built of brick walls under asbestos roof consisting of 3 bedrooms, cement floors, separate kitchen, lounge, bathroom and toilet, surrounded by vibracrete with burglar bars.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 15,5% Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer which amounts are to be secured by approved bank guaranteed cheque to be delivered within 14 days of the sale.

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

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

Cliffe Dekker Fuller Moore Inc., Plaintiff's Attorneys, Tenth Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. 206452/Mrs Wentzel.)

Case No. 4490/2000

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

In the matter between: ABSA BANK LIMITED (ALLIED BANK DIVISION), Execution Creditor, and JACOB ERIC CORNELIUS, First Execution Debtor, and ELLEN JOHANNA MAGDALENA CORNELIUS, Second Execution Debtor, and JANETTA SUSANNA SWARTZ, Third Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River dated 10 May 2000 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 Kuils River, to the highest bidder on 4 September 2000 at 09H00:

Erf 3888, Kleinvelei, in the Oostenberg Municipality, Stellenbosch Division, Western Cape Province, in extent 256 (two hundred and fifty-six) square metres.

Street Address: 27 Hermes Street, Kleinvelei.

Conditions of sale:

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

(2) The following information is furnished but not guaranteed: 3 bedrooms, kitchen, lounge, dining-room, bathroom, toilet and tiled roof.

(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, 29 Northumberland Street, Bellville.

(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 this 18th day of July 2000.

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

Case No. 12529/97

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

In the matter between: NBS BOLAND BANK LIMITED, Plaintiff, and K NGUZO, Defendant

In pursuance of a judgment in the Court for the Magistrate of Kuils River and a writ of execution dated 28 April 2000, the property listed hereunder will be sold in execution on Wednesday, 6 September 2000 at 9h00 at Kuils River Magistrate's Court, to the highest bidder:

Certain: Erf 61, Mfuleni, situated in the City of Tygerberg, Cape Division, Western Cape Province, also known as 21 Zighamo Avenue, Mfuleni, measuring 357 square metres, held under T59953/90.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof consisting of approximately lounge/dining-room/kitchen, two bedrooms, bathroom/toilet/hand-basin.

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 Kuils River. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood on this 25th day of July 2000.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keef.)

Saak No. 210/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN CALEDON GEHOU TE CALEDON

In die saak tussen CALEDON MUNISIPALITEIT, Eiser, en M. ISAKS, Verweerder

Ingevolge 'n Vonnis in die Landdroshof te Caledon en 'n Lasbrief vir Eksekusie sal die ondergenoemde vaste eiendom per publieke veiling verkoop word op Vrydag, 1 September 2000 om 11h00 te Ravenstraat 77, (Erf 1953), Caledon.

Erf 1953, Caledon, in die Munisipaliteit en Afdeling Caledon, Provinsie Wes-Kaap, geleë te Ravenstraat 77, (Erf 1953), Caledon, groot 337 (driehonderd sewe en dertig) vierkante meter, gehou kragtens Transportakte Nr. T70120/1995.

Die verbetering op die eiendom bestaan uit 'n losstaande woonhuis.

Verkoopsvoorwaardes:

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 koopprijs van die eiendom moet betaal word in kontant of deur middel van 'n bankgewaarborgde tjek tydens ondertekening van die verkoopsvoorwaardes, sodra die eiendom as verkoop verklaar word, of soos andersins gereël mag word met die Balju en die balans van die koopprijs, 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 Augustus 2000.

Guthrie & Theron, vir SD Theron, Eiser se Prokureurs, Hawstraat 6, Caledon, 7230.

Case No. 6724/2000

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

In the matter between CAPE OF GOOD HOPE BANK LTD, Judgment Creditor, and DIMITSANA INVESTMENTS FIVE CC, Judgment Debtors

In the execution of the Judgment of the Magistrate's Court in the above matter, a sale will be held on Tuesday, 5th September 2000 at 12h00 and at the property of the following immovable property:

I. (a) Section No. 97 as shown and more fully described on Sectional Plan No. SS411/96 in the scheme known as Twenty Loop Street, in respect of the land and building or buildings situated at Cape Town, in the City of Cape Town, Cape Division, 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.

II. (a) Section No. 40 as shown and more fully described on Sectional Plan No. SS411/96 in the scheme known as Twenty-Loop Street, in respect of the land and building or buildings situated at Cape Town, in the City of Cape Town, Cape Division, of which the floor area, according to the said Sectional Plan is 11 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.

III. (a) Section No. 35 as shown and more fully described on Sectional Plan No. SS411/96 in the scheme known as Twenty-Loop Street, in respect of the land and building or buildings situated at Cape Town, in the City of Cape Town, Cape Division, of which the floor area, according to the said Sectional Plan is 4 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 ST18121/96.

Situated at Flat 401, Parking Bay 23 and Storeroom 6 "Two-Twenty Loop Street", Cape Town.

1. The sale is subject to the terms and conditions of the Magistrate's Court Act No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of Section 66 of the above Act 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. One-tenth (1/10) of the purchase price shall be paid in cash or by means of a bank-market 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 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 of thereof.

Section 97 comprising a brick dwelling consisting of two bedrooms, 2 bathrooms, kitchen, lounge and balcony.

Section No. 40 comprising Parking bay 23, Section 35 comprising a storeroom.

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 Cape Town and at the offices of the undermentioned auctioneers:

Auction Alliance (Pty) Limited of 140 Loop Street, Cape Town.

Herold Gie & Broadhead, Attorneys for Judgment Creditor, Permanent Buildings, 8 Darling Street, Cape Town. (Ref. A. C. Broodryk.)

Case No. 15768/97

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 BEREND SMITH, Defendant

The following will be sold in Execution on 12 September 2000 at 10h00 Mitchells Plain Court, to the highest bidder:

Erf 10217, Mitchells Plain, Cape, 171 square metres, held by Deed of Transfer T35414/94, situated at 136 Tulip, Lentegeur.

1. The following improvements are reported but not guaranteed: *Dwelling*: Brick dwelling under tile roof consisting of 2 bedroom, bathroom/toilet, 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 15.50% p.a. calculated on the Judgment Creditor's claim from the date of Sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank 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 office of the Sheriff.

C & A Friedlander Inc, 3rd Floor, 42 Keerom Street, Cape Town. (C. Silverwood/Z03267.)

Case No. 5260/99

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 MBUZELI REGINALD MAPEMPENI, Defendant

The following will be sold in execution on 12 September 2000 at 09h00, Mitchells Plain Court, to the highest bidder:

Erf 25985, Mitchells Plain, Cape, 155 square metres, held by Deed of Transfer T123725/1997, situate at 14 Kalkoentjie Street, Lentegeur.

1. The following improvements are reported but not guaranteed:

Dwelling: Brick dwelling consisting of 3 bedrooms, bathroom, toilet, 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 15,50% p.a. calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank 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/Z03526.)

Case No. 2577/99

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 EDWARD ANTHONY LUCAS, First Defendant, and JOHANNA GRACE LUCAS, Second Defendant

The following will be sold in execution on 29 August 2000 at 10h00, Mitchells Plain Court, to the highest bidder:

Erf 12052 (portion of Erf 17112), Cape, 215 square metres, held by Deed of Transfer T27973/88, situate at 13 Stuka, Rocklands, Mitchells Plain.

1. The following improvements are reported but not guaranteed:

Dwelling: 3 bedrooms, kitchen, lounge, bathroom and toilet.

2. *Payment:* Ten per centum of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of % 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. B Kosmas/Z03550.)

Saak No. 6211/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen BOE BANK BEPERK, h/a NBS BANK, Eiser, en mnr A J KATZ, 1ste Verweerder, en mev S L KATZ, 2de Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief van eksekusie gedateer 26ste Junie 2000, sal die hiernagenoemde eiendom sonder reserwe-prys verkoop word aan die hoogste bieder deur die Balju, Kimberley om 10h00 op Donderdag, 24 Augustus 2000 by die Landdrosgebou, Kimberley:

Sekere Erf Nr. 21322, geleë in die stad en distrik van Kimberley, Noord-Kaap Provinsie, groot 336 (driehonderd ses en dertig) vierkante meter, gehou kragtens Transportakte Nr. T396/1992, onderhewig aan die voorwaardes soos meer volledig daarin uiteengesit en verder onderhewig aan die voorbehoud van die staat tot alle regte tot minerale, ook bekend as (fisiese adres) Agnesstraat 30, Colville, Kimberley.

Verbeterings: Woonhuis met buitegeboue.

(Die aard, grootte, kondisie en bestaan van die verbeterings word nie gewaarborg nie en word die eiendom dus "voetstoots" verkoop).

Die voorwaardes van verkoop: Tien persent (10%) van die koopprys is onmiddellik betaalbaar en die balans op registrasie van oordrag. Die volle voorwaardes van verkoop wat onmiddellik voor die verkoop gelees sal word, mag by die kantoor van die Balju, Kimberley besigtig word. 'n Bouvereniging-lening mag onderhandel word met 'n goedgekeurde koper.

Gedateer te Kimberley op hierdie 17de dag van Julie 2000.

Mnr C M Morton, vir Haarhoffs Ing., Prokureur vir Eiser, NBS Gebou, 2de Vloer, Jonesstraat 60-64, Kimberley.

Saak No. 820/2000

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

In die saak tussen ABSA BANK, Eiser, en OMAR SALIE, Verweerder

Ten uitvoering van die vonnis van die Landdroshof, Mitchells Plain gedateer 20.06.2000 sal die onroerende goed hieronder beskryf op 29 Augustus 2000 om 10h00, by die Landdroskantoor, Mitchells Plain, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

Bekend as Gemsbokstraat 3, Bayside, Strandfontein.

Verbeterings (maar nie gewaarborg): 2 slaapkamers, sitkamer, kombuis en badkamer.

Erf 44926, Strandfontein, gehou Transportakte T96167/1998, groot 238 vierkante meter.

Verkoopvoorwaardes:

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

2. Een tiende van die koopprijs tesame met rente daarop teen 15,50% 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 Vonniskuldeiser 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, Strandfontein.

Gedateer te Goodwood op hierdie 25ste dag van Julie 2000.

A van Rhyne, vir Steyn & Van Rhyne, Prokureur vir Eiser, Voortrekkerweg 45, Goodwood.

Case No. 458/97

IN THE HIGH COURT OF SOUTH AFRICA

(Transkei Division)

In the matter between BANK OF TRANSKEI LIMITED, Plaintiff, and LUNGISILE ALFRED SIBACA, Defendant

In pursuance of a judgment of the above Honourable Court dated 24th July 1997, and in writ of execution issued thereon, the property described hereunder will be sold to the highest bidder subject to the provisions of the conditions of sale, on the 15th August 2000. The sale will take place in front of the Magistrate's Offices, Butterworth:

Certain piece of improved land (house) being Erf No. 3098, known as House Number 2230, Cuba Location, in the Municipality of Butterworth, in the District of Butterworth, Province of the Eastern Cape, held under Title Deed Number 1026/93, in extent three hundred and forty five (345) square metres.

The conditions of sale, may be inspected at the Sheriff's Offices, Butterworth.

Mlonzi and Company, Attorneys for the Judgment Creditor, 12 Fuller Street, P.O. Box 349, Butterworth. (Tel. 047-4910103.)

Case No. 5125/98

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

In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and DABULA TAFENI, Defendant

In pursuance of judgment granted by the above Honourable Court on the 25th August 1998 and the warrant of execution dated 11th September 1998, issued thereon, the following property will be sold in execution on Thursday, the 31st day of August 2000 at 11h00, by the Sheriff in front of the Magistrate's Court, Leeds Road, Umtata, to the highest bidder:

Certain piece of land being Erf 7590, Umtata, in Umtata Township Extension No. 23, situate in the Municipality and District of Umtata, measuring five hundred and eleven (511) square metres, situated at No. 1 Mswakeli Street, Mbuqe Park, Umtata.

Conditions of sale:

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

2. The property shall sold "voetstoots" and shall be subject to the rules of the Magistrate's Court.

3. The full conditions of the sale may be inspected at the offices of the Sheriff at Corner Street (off Durham Street), Umtata.

4. The following information as to the improvements is furnished, but not guaranteed: Dwelling house under brick and tile with a lounge, 3 bedrooms, kitchen and bathroom.

Dated at Umtata on this 10th day of August 2000.

The Sheriff for the Magistrate's Court, Umtata.

Potelwa & Co., Plaintiff's Attorneys, 74 Madeira Street, Umtata.

Case No. 8781/99

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

In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and ZILUNGISE JACOB KESWA, Defendant

In pursuance of judgment granted by the above Honourable Court on the 11th November 1999 and the warrant of execution dated 17th November 1999, issued thereon, the following property will be sold in execution on Thursday, the 31st day of August 2000 at 11h00, by the Sheriff in front of the Magistrate's Court, Leeds Road, Umtata, to the highest bidder:

Certain piece of land being Erf 4281, Umtata, in Umtata Township Extension No. 20, situate in the Municipality and District of Umtata, measuring three hundred and seventy-five (375) square metres, situated at No. 49 Moses Street, Ikwezi Township, Umtata.

Conditions of sale:

1. The purchaser shall pay 10% (ten percent) of the purchase price on the date of sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's Attorneys within 14 (fourteen) days of the sale.
2. The property shall sold "voetstoots" and shall be subject to the rules of the Magistrate's Court.
3. The full conditions of the sale may be inspected at the offices of the Sheriff at Corner Street (off Durham Street), Umtata.
4. The following information as to the improvements is furnished, but not guaranteed: Dwelling house under brick and tile with a lounge, 3 bedrooms, kitchen and bathroom.

Dated at Umtata on this 2nd day of August 2000.

The Sheriff for the Magistrate's Court, Umtata.

Potelwa & Co., Plaintiff's Attorneys, 74 Madeira Street, Umtata.

Case No. 10017/99

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

In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and LOYISO NKANTSU, Defendant

In pursuance of a judgment granted by the above Honourable Court on 25 January 2000 and the warrant of execution dated 11 February 2000, issued thereon, the following property will be sold in execution on Thursday, 31 August 2000 at 11:00, by the Sheriff in front of the Magistrate's Court, Leeds Road, Umtata, to the highest bidder:

Certain piece of land being Erf 7498, Umtata, in Umtata Township Extension No. 26, situated in the Municipality and District of Umtata, measuring seven hundred and fifty seven (757) square metres, situated at No. 13 BB Pakati Street, Northcrest, Umtata.

Conditions of sale:

1. The purchaser shall pay 10% (ten percent) of the purchase price on the date of sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the sale.
2. The property shall sold voetstoots and shall be subject to the rules of the Magistrate's Court.
3. The full conditions of the sale may be inspected at the offices of the Sheriff at Corner Street (off Durham Street), Umtata.
4. The following information as to the improvements is furnished, but not guaranteed: Dwelling house under brick and tile with a lounge, 3 bedrooms, kitchen and bathroom.

Dated at Umtata on this 10th day of August 2000.

Potelwa & Co., Plaintiff's Attorneys, 74 Madeira Street, Umtata.

The Sheriff for the Magistrate's Court, Umtata.

Case No. 109/2000

IN THE HIGH COURT OF SOUTH AFRICA
(Transkei Division)**In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and NTSIKELELO FEKE, 1st Defendant, and NOMAZOZI FEKE, 2nd Defendant**

In pursuance of a judgment granted by the above Honourable Court on 30 March 2000 and warrant of execution dated 10 April 2000, issued thereon, the following immovable property will be sold in execution on Friday, 1 September 2000 at 11:00, at the office of the Sheriff of the High Court at No. 96 York Road, Umtata, to the highest bidder:

Certain piece of land being Erf 4102, Umtata, in Umtata Township Extension No. 20, situated in Umtata Transitional Local Council, District of Umtata, Province of Eastern Cape, in extent 375 (three hundred and seventy five) square metres, situated at No. 18 Tyamazashe Street, Ikewzi Township, Umtata.

Conditions of sale:

1. The purchaser shall pay 10% (ten percent) of the purchase price on the date of sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's Attorneys within 14 (fourteen) days of the sale.
2. The property shall sold voetstoots and shall be subject to the Rules of the High Court.
3. The full conditions of the sale may be inspected at the offices of the Sheriff at No. 96 York Road, Umtata.
4. The following information as to the improvements is furnished but not guaranteed: Dwelling house under brick and tile with a lounge, 3 bedrooms, kitchen and bathroom.

Dated at Umtata on this 10th day of August 2000.

Potelwa & Co., Plaintiff's Attorneys, 74 Maderia Street, Umtata.

The Sheriff of the High Court, Umtata.

Case No. 6931/99

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

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and GXOBOLE, NDUMISO ARCHIBALD, 1st Defendant, and GXOBOLE, NOMAWETHU PATRICIA, 2nd Defendant

In pursuance of a judgment granted on 10/09/1999 in the Magistrate's Court of Umtata for the District of Umtata and writ of execution dated 21/10/1999 by the above Honourable Court, the following property will be sold in execution on Friday, 1 September 2000 at 10:00, by the Sheriff of the Court at 4 Ngwamza Street, Southernwood, Umtata:

Erf 8034, Umtata Township, Extension No. 29, Umtata, in extent 1 259 (one thousand two hundred and fifty nine) square metres, commonly known as 4 Ngwamza Street, Southernwood, Umtata.

The property consists of usual buildings/outbuildings but nothing is guaranteed: A brick under tile roof house, consisting of three (3) bedrooms with built in cupboards, lounge, dining room, kitchen and two (2) bathrooms.

Conditions of sale:

1. The property shall be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Courts Act and 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. A substantial loan can be raised for an approved purchaser with prior approval.
 3. Conditions of sale which will be read out by the Sheriff of the Court immediately prior to the sale may be inspected at 14 Park Road, Umtata.
 4. The Plaintiff or the Plaintiff's attorneys and/or the Sheriff of the Court do not guarantee any improvements or information.
- Signed at Umtata on this 7th day of August 2000.
- Keightley Attorneys, Plaintiff's Attorneys, 14 Park Road, Umtata. (Ref. M. Kemp/KD0306.)

Case No. 8769/99

IN THE HIGH COURT OF SOUTH AFRICA

(Transkei Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LTD, Judgment Creditor, and M. MPATA, Judgment Debtor

In pursuance of a warrant of execution issued out of the above Honourable Court dated 10 December 1999, the goods listed hereunder will be sold in execution on Thursday, 21 September 2000 at 12:00, at the offices of the Deputy Sheriff, Butterworth, to the highest bidder:

Certain piece of land being Erf No. 3909, Butterworth, known as 1 Ebhongweni Township, Butterworth, situated in the Municipality and District of Butterworth, measuring approximately 365 square metres and consisting of a lounge/dining room, 3 bedrooms, kitchen, bathroom/toilet (but nothing is guaranteed).

The conditions of sale may be inspected at the offices of the Deputy Sheriff, Butterworth.

NB: The sale is for cash or bank guaranteed cheque only.

Dated at Umtata on this 8th day of August 2000.

John C. Blakeway & Leppan Inc., 18 Blakeway Road, Umtata. (Ref. DCB/Bernadette/SS715.)

Case No. 1073/99

IN THE HIGH COURT OF SOUTH AFRICA
(Transkei Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LTD, Judgment Creditor, and
BONGIWE EUNICE NTLOKWANA, Judgment Debtor**

In pursuance of a warrant of execution issued out of the above Honourable Court dated 9 September 1999, the goods listed hereunder will be sold in execution on Friday, 22 September 2000 at 11:00, at 18 Blakeway Road, Umtata, to the highest bidder:

Certain piece of land being Erf No. 6629, Umtata known as 12 Mblompo Street, Umtata, situated in the Municipality and District of Umtata, measuring approximately 1 143 square metres and consisting of a lounge/dining room, 2 bedrooms, kitchen, bathroom/toilet (but nothing is guaranteed).

The conditions of sale may be inspected at the offices of the Deputy Sheriff, Butterworth.

NB: The sale is for cash or bank guaranteed cheque only.

Dated at Umtata on this 8th day of August 2000.

John C. Blakeway & Leppan Inc., 18 Blakeway Road, Umtata. (Ref. DCB/Bernadette/SS666.)

Case No. 103/98

IN THE HIGH COURT OF SOUTH AFRICA
(Transkei Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LTD, Judgment Creditor, and
AGNES MANDISA NCANYWA, Judgment Debtor**

In pursuance of a warrant of execution issued out of the above Honourable Court the goods listed hereunder will be sold in execution on Friday, 22 September 2000 at 12:00, at 18 Blakeway Road, Umtata, to the highest bidder:

Certain piece of land being Erf No. 3404, Umtata, known as 21 Zamakulungisa Street, Umtata, situated in the Municipality and District of Umtata, measuring approximately 300 square metres and consisting of a lounge/dining room, 3 bedrooms, kitchen, bathroom and toilet, and an outbuilding consisting of 2 rooms and bathroom/toilet (but nothing is guaranteed).

The conditions of sale may be inspected at the offices of the Deputy Sheriff, Umtata.

NB: The sale is for cash or bank guaranteed cheque only.

Dated at Umtata on this 8th day of August 2000.

John C. Blakeway & Leppan Inc., 18 Blakeway Road, Umtata. (Ref. DCB/Bernadette/SS505.)

Saak No. 19939/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en BERTUS FOURIE, Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op Maandag, 4 September 2000 om 12:30, op die perseel:

Erf 18849, geleë in die Stad Tygerberg, Afdeling Kaap, Provinsie Wes-Kaap, groot 203 vierkante meter, en Erf 19186, geleë in die Stad Tygerberg, Afdeling Kaap, Provinsie Wes-Kaap, groot 20 vierkante meter, gehou kragtens Transportakte T50522/95, ook bekend as J21 Tygerpoortstraat, Groenvallei, Bellville.

Verkoopvoorwaardes:

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

2. Een-tiende van die koopprijs word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprijs met rente daarop teen 'n koers van 14.5% per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): *Hoofgebou:* Baksteengebou bestaande uit badkamer, 2 toilette, 3 slaapkamers, kombuis en sitkamer. *Buitegeboue:* Motorhuis/afdak.

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

Gedateer te Kuilsrivier op hierdie 3de dag van Augustus 2000.

A. J. Marais, vir Marais Müller Ingelyf, Prokureur vir Vonniskskuldeiser, Van Riebeeckweg 66, Kuilsrivier. (Tel. 903-5191.)

Saak No. 5631/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN GEORGE GEHOU TE GEORGE

In die saak tussen DANIËL FILLIES, Eksekusieskuldeiser, en CORNELIUS STANDER, 1ste Eksekusieskuldenaar, en BRENDA STANDER, 2de Eksekusieskuldenaar

Ingevolge 'n vonnis hierin toegestaan in die Landdroshof te George en 'n lasbrief vir eksekusie, gedateer 4 Mei 2000, sal die volgende eiendom verkoop word deur Mnre. Van Rensburgs Eiendomme en Veilings aan die hoogste bieder op Woensdag, 30 Augustus 2000 om 10:00, te ondervermelde perseel:

Erf restant van Gedeelte 14, Zyferfontein (Gedeelte van Gedeelte 1) van die plaas Buffelsfontein No. 204 in die Administratiewe Distrik, George, geleë in die Munisipaliteit en Afdeling van George, Provinsie Wes-Kaap, groot 41,2630 ha (vier een komma twee ses drie nul hektaar), gehou kragtens Transportakte No. T15889/1987.

Die volgende verbeterings is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie: Geen- onverbeterde eiendom.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder en sal onderworpe wees aan die terme en voorwaardes van die Landdroshof Wet en Reëls daaronder geproklameer en van die terme van die Titelakte in sover dit van toepassing mag wees.

2. *Terme:* Die koopprijs sal betaalbaar wees synde 10% daarvan op die dag van verkoping aan die Afslaer/Balju, George en die balans tesame met rente daarop teen 'n rentekoers gelykstaande aan 2% onder die prima uitleenkoers van Standard Bank op huislenings, maar nooit laer as 13% per jaar nie, bereken vanaf en insluitend datum van registrasie van die verband tot tyd en wyl die volle Hoofsom betaal is, sal binne 30 dae aan die Afslaer/Balju, George betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. *Voorwaardes:* Die volle voorwaardes van verkoping lê ter insae by die kantoor van Mnre. Van Rensburgs Eiendomme en Veilings, Saffier Crescent, Tamsui Industria, George, Mnre Geduld Prokureurs, Meadestraat 100, George, asook die Balju, George.

Gedateer te George op hierdie 8ste dag van Augustus 2000.

R. O. Geduld, vir Geduld Prokureurs, Prokureur vir die Eksekusieskuldeiser, Meadestraat 100, Posbus 1943, George, 6530. (Verw. ROG/CP/F101/99.)

Saak No. 1471/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN STRAND GEHOU TE STRAND

In die saak tussen HELDERBERG MUNISIPALITEIT, Eksekusieskuldeiser, en THOMAS, J., Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Strand op 5 Mei 1999, sal die onderstaande eiendom om 11:00 op 7 September 2000 te Nazli Singel 6, Strand, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit:

Sekere Erf 17866, Strand, in die Helderberg Munisipaliteit, Afdeling Stellenbosch, Provinsie Wes-Kaap, ook bekend as Nazli Singel 6, Strand, groot 274 (twee honderd vier en sewentig) vierkante meter.

Verbandhouer: Behuisingsraad.

Die belangrikste voorwaardes daarin vervat is die volgende:

1. Die volgende verbetering word gemeld maar nie gewaarborg nie: 2 slaapkamers, kombuis, sitkamer en badkamer.

2. 2.1 Die koopprijs moet soos volg betaal word:

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

2.1.2 Die balans teen registrasie van transport tesame met rente op die volle koopprijs teen 'n koers van 21% per centum (een en twintig %) per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo die van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, welke balans plus rente soos voormeld verseker moet word deur 'n bankwaarborg wat vir die Eiser se Aktebesorger aanvaarbaar is.

2.2 Die voormelde waarborg moet binne 14 (veertien) dae vanaf datum van verkoping deur die koper aan die Balju, of op instruksie van die Balju, aan die Eiser se prokureurs oorhandig word en moet voorsiening maak vir betaling van die genoemde volle balans-koopprijs 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 koopprijs plus rente aan die Balju sal betaal teen registrasie van transport.

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

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

Gedateer te Somerset Wes op die 28ste dag van Julie 2000.

N. J. le Roux, vir Miller Bosman Le Roux, Eiser se Prokureurs, ABSA Gebou, Hoofweg 140, Somerset Wes. [Tel. (021) 852-3624.] (Docex Somerset Wes 1.) (Verw. mev. Theron.) (Lêer No. SH0226.)

Balju van die Hof.

Saak No. 6629/00

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen ABSA BANK BEPERK, Eiser, en CLIVE JANSEN, Eerste Verweerder, en LORNA JANSEN, Tweede Verweerder

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 8 Junie 2000, sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju op Donderdag, 31 Augustus 2000 om 11h00, voor die Landdroshof, Uitenhage, aan die hoogste bieder:

Erf No. 12957, Uitenhage in die Munisipaliteit van Uitenhage en afdeling van Uitenhage, groot 325 vierkante meter (driehonderd vyf en twintig vierkante meter), gehou kragtens Transportakte Nr. T55836/1983, geleë te Papegaaistraat 83, Rosendale, Uitenhage.

Verbeterings: Gesoneer: Enkelwoondoeleindes. 'n Woonhuis met gebruiklike buite geboue alhoewel geen waarborg in verband daarmee gegee word nie.

Terme en voorwaardes: Die 10% van die koopprys sal tydens die verkoping betaalbaar wees en indien die Balju as Afslaer opgetree het, sal 5% van die opbrengs van die verkoping tot 'n prys van R30 000,00 en daarna 3% tot maksimum van R7 000,00 met 'n minimum van R260,00 ook deur die Koper van Balju betaalbaar wees tydens die verkoping en die balans moet 'n aanneembare Bank waarborg aan die Balju voorsien word binne veertien (14) dae vanaf datum van die verkoping.

Voorwaardes van verkoping: Volle besonderhede van die verkoopsvoorwaardes sal ter insae lê en kan nagegaan word by die kantoor van die Balju, Uitenhage-Noord, Bairdstraat, Uitenhage.

Gedateer te Uitenhage op die 1ste dag van Augustus 2000.

G F van Rhyne, Minnaar & Kie Ing., Eerste Vloer, Rhyningebou, Republiek Plein, Uitenhage. (Verw: CTAM/tdp/S09666.)

Saak No. 1890/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VREDENBURG GEHOU TE VREDENBURG

In die saak tussen EERSTE NASIONALE BANK BEPERK, Eiser, en C G DOSSON, Eerste Verweerder, en D DOSSON, Tweede Verweerder

Ter uitvoering van 'n vonnis van die Landdroshof te Vredenburg, sal 'n veiling van die ondervermelde eiendom gehou word op Donderdag, 31 Augustus 2000 om 10h00, by die perseel, naamlik:

Eenheid Nommer 9, soos omskryf op Deeltitel Plan Nommer SS82/1999, in die skema bekend as Northwest Village, geleë in die gebied van die Weskus Skiereiland Oorgangsraad, Administratiewe Distrik Malmesbury, Provinsie Wes-Kaap, groot 65 vierkante meter, geleë te Northwest Village, Dorpstraat, Woonstel Nr. 9, Vredenburg, bestaande uit 2 slaapkamers, kombuis, sit/eetkamer en badkamer (geen waarborg word gegee nie); en

Pakeerarea Nommer P9, soos omskryf op Deeltitel Plan Nommer SS82/1999, in die skema bekend as Northwest Village, geleë in die gebied van die Weskus Skiereiland Oorgangsraad, Administratiewe Distrik Malmesbury, Provinsie Wes-Kaap, groot 12 vierkante meter, geleë te Northwest Village, Dorpstraat, Parkeerarea Nommer 9, Vredenburg.

Veilingsvoorwaardes:

1. Die verkoping is onderhewig aan die terme en voorwaardes van die Wet op Landdroshowe, Nr. 32 van 1944, en die eiendom word voetstoots verkoop en onderhewig aan die titelvoorwaardes daarvan.

2. Een-tiende ($\frac{1}{10}$) van die koopprys plus enige BTW word betaal aan die afslaer onmiddellik nadat die eiendom verkoop is en die balans van die koopsom teen registrasie van transport.

3. Die koper is aanspreeklik vir betaling van die transportkoste, hereregte, agterstallige belastings, diensgelde en enige bykomende koste.

4. Die volledige voorwaardes van die veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju van die Landdros, Vredenburg, en by die kantoor van die ondergetekende.

Geteken te Vredenburg op 8 Augustus 2000.

Geldenhuyse Ingelyf, Prokureur vir Eiser, Hoofstraat 19, Posbus 94, Vredenburg, 7380. (Verw: SPG/MS/E367.)

Saak No. 5188/99

IN DIE LANDDROSHOF VIR DIE DISTRIK STELLENBOSCH GEHOU TE STELLENBOSCH

In die saak tussen MUNISIPALITEIT STELLENBOSCH, Eiser, en WAYNE SIEBRITZ, Verweerder

Ter uitvoering van 'n uitspraak in die Landdroshof vir die Distrik van Stellenbosch en Lasbrief tot Uitwinning gedateer 28 Januarie 2000, sal die volgende eiendom per publieke veiling verkoop word, te die Landdroskantoor, Stellenbosch, op 5 September 2000 om 11:20, aan die hoogste bieder:

Erf 11927, Stellenbosch, geleë in die gebied van die Munisipaliteit en Afdeling van Stellenbosch, Provinsie Wes-Kaap, groot 255 (tweehonderd vyf en vyftig) vierkante meter, gehou kragtens Transportakte nr. T22318/1993, ook bekend as Waterboomstraat 3, Stellenbosch, Provinsie Wes-Kaap.

Verkoopsvoorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings en voorwaardes van die Wet op Landdroshowe, die Reëls daarvolgens uitgevaardig en van die toepaslike Titelaktes van die eiendom en die eiendom sal, onderhewig aan die voorafgaande, aan die hoogste bieder verkoop word.

2. Die volgende verbeteringe aan die eiendom word gemeld maar niks word gewaarborg nie: Woonhuis.

3. *Betaling:* Tien persent (10%) van die koopprys sal in kontant betaal word ten tye van die verkoping en die volle balans daarvan tesame met rente teen die heersende koers van 14,5% persent per jaar bereken op die bedrag van die Vonnisskuldeiser se vordering (en ingeval daar enige voorkeurskuldeisers is, dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering) vanaf die datum van verkoping tot datum van registrasie van oordrag, teen registrasie van oordrag, welke bedrae versekureer moet word deur 'n goedgekeurde waarborg van 'n bank wat binne veertien (14) dae vanaf datum van die verkoping afgelewer moet word.

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

Cluver Markotter, Prokureurs vir Eiser, Meulpleingebou, Meulstraat, Stellenbosch. (Verw: LER/Mev Ackerman/144630.)

Case No. 36/2000

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

In the matter between DANIËL JACOBUS VERDOES, Plaintiff, and HENDRIK LOURENS FOURIE, ID Nr 5207205008085, and WILHELMINA PETRONELLA FOURIE, ID Nr 5504090010089, married in community of property, Defendants

In pursuance of a judgment in the Magistrate's Court for the District of Kenhardt granted on 6 July 2000, and a warrant of execution, the following property will be sold in execution without reserve to the highest bidder on Friday, 1 September 2000 at 10h00, at the entrance of the Magistrate's Court, Brussel Street, Kenhardt by Messrs C B Schultz & Co. of Kenhardt, namely:

1. Restant van Gedeelte 3, Gedeelte van Gedeelte 1 van die plaas Uitspan Kop Nr 246, afdeling Kenhardt, provinsie Noord-Kaap, groot 2 123,3866 hektaar.

2. Restant van Gedeelte 1 van die plaas Uitspan Kop Nr 246, afdeling Kenhardt, provinsie Noord-Kaap, groot 1 955,2291 hektaar, gehou kragtens Transport Akte Nr. T58314/97.

Terms: The purchase price shall be paid as to 10 (ten) per cent thereof on the day of sale and the unpaid balance on day of registration in the Deeds Office with securities delivered to Plaintiff's Attorneys within 30 (thirty) days of date of sale. The property shall be sold voetstoots to the highest bidder. The purchaser shall be liable and shall pay to the Plaintiff's conveyancers on date of sale the auctioneer's commission at 5 (five) per cent and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and other amounts as are to payable to obtain a certificate of any relevant section of the Local Government Ordinance (Northern Cape) of any amendment or substitution thereof.

Conditions of sale: The full conditions of sale may be inspected prior to the sale at the office of C B Schultz & Co., Main Street, Kenhardt, who will read out the conditions of sale prior to sale.

Advertiser: Mr A J van der Merwe, Attorney for Plaintiff, c/o C B Schultz & Co., Main Street, Kenhardt. [Tel. (054) 651 0037.]

Case No. 24824/99

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

**In the matter between FIRST RAND BANK OF SOUTHERN AFRICA LIMITED, t/a FIRSTCARD, Judgment Creditor, and
Mr JOZEF MAREK PRZYGONSKI, Judgment Debtor**

The following will be sold in execution at 11 Basil Road, Plumstead for the District of Wynberg on Friday, 8 September 2000 at 10:00, to the highest bidder:

Erf 72463, measuring 495 square metres, held by T16521/1995, situate at Plumstead, in the Western Cape, also known as 11 Basil Road, Plumstead.

1. The following improvements on the property are reported but nothing is guaranteed: A single brick wall, tiled roof dwelling, 3 bedrooms, bathroom, kitchen, lounge and diningroom.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 29,5% calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer which amounts are to be secured by approved bank guaranteed cheque to be delivered within 14 days of the sale.

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

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

Cliffe Dekker Fuller Moore Inc., Plaintiff's Attorneys, Tenth Floor, NBS Waldorf, 80 St George's Mall, Cape Town.
(Ref. 200184/Mrs Brits.)

Saak No. 110/95

IN DIE LANDDROSHOF VIR DIE DISTRIK UNIONDALE GEHOU TE UNIONDALE

**In die saak tussen mnr LEE, h/a HEIDI'S CASH STORE, Eksekusieskuldeiser, en
JANET DRAAI (JENETTA), Eksekusieskuldenaar**

Ingevolge die uitspraak van die Landdros Uniondale en die lasbrief vir eksekusie sal die ondergenoemde onroerende goed op Vrydag, 1 September 2000 om 10:30 vm voor die kantoor van die Haarlem Plaaslike Oorgangsraad, Bergstraat, Haarlem, distrik Uniondale, geregteik, voetstoots en vir kontant verkoop word aan die persoon wat die hoogste aanbod maak, naamlik:

Erf 710, Haarlem, geleë in die gebied van die Haarlem Plaaslike Oorgangsraad, in die afdeling van Uniondale, provinsie Wes-Kaap, groot 601 vierkante meter met woonhuis.

Gedateer en onderteken te Uniondale op 24 Julie 2000.

Geregsbode, Uniondale.

GG Hough, Prokureur vir Eksekusieskuldeiser, Voortrekkerstraat 47, Posbus 96, Uniondale, 6460. (Tel. 044-7521137.)

Saak No. 159/96

IN DIE LANDDROSHOF VIR DIE DISTRIK UNIONDALE GEHOU TE UNIONDALE

**In die saak tussen mnr NICO LE ROUX, h/a INDRAF KAFEE, Eksekusieskuldeiser, en
MARY NOVEMBER, Eksekusieskuldenaar**

Ingevolge die uitspraak van die Landdros Uniondale en die lasbrief vir eksekusie sal die ondergenoemde onroerende goed op Vrydag, 1 September 2000 om 10:00 vm voor die kantoor van die Haarlem Plaaslike Oorgangsraad, Bergstraat, Haarlem, distrik Uniondale, geregteik, voetstoots en vir kontant verkoop word aan die persoon wat die hoogste aanbod maak, naamlik:

Erf 770, Haarlem, geleë in die gebied van die Haarlem Plaaslike Oorgangsraad, in die afdeling van Uniondale, provinsie Wes-Kaap, groot 799 vierkante meter met woonhuis.

Gedateer en onderteken te Uniondale op 21 Julie 2000.

Geregsbode, Uniondale.

GG Hough, Prokureur vir Eksekusieskuldeiser, Voortrekkerstraat 47, Posbus 96, Uniondale, 6460. (Tel. 044-7521137.)

Case No. 800/2000

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

**In the matter between BOE BANK LIMITED, Execution Creditor, and
CLIVE MARTIN BLAKEWAY, Execution Debtor**

Pursuant to a judgment of the above Court dated the 25th February 2000, and an attachment in execution completed on 12 June 2000, the property referred to below will be sold at 3 Libertas Street, Despatch, by public auction on Friday, 1 September 2000 at 11:00 am:

Erf 3324, Despatch, in extent 920 (nine hundred and twenty) square metres, held by Deed of Transfer No. T679/98, bonded to NBS Boland Bank Limited, Bond No. B411/98, situated at 3 Libertas Street, Despatch.

The property's improvements consists of a lounge, diningroom, 3 bedrooms, study, family room, 2 full bathrooms, servants quarter and garage. No warranty is given to the effect that this description is accurate or complete.

The full conditions of sale will be read immediately prior to the sale and may be inspected at the offices of the Sheriff, Uitenhage, 48 Magenis Street, Uitenhage.

Terms: A deposit equivalent to 10% of the purchase price of the property, and the Sheriff's commission are payable in cash on the day of the sale.

Dated at Port Elizabeth this 1st day of August 2000.

Boe Bank Limited, c/o Uitenhage Branch, 66 Caledon Street, Uitenhage. (Tel. 041-9229700.) (Ref. JPR/lb.)

Saak No. 22014/99

IN DIE LANDDROSHOF VIR DIE DISTRIK KAAPSTAD GEHOU TE KAAPSTAD

**In die saak tussen KAAPSE VERBRUIKERS (EDMS.) BPK., Vonnisskuldeiser, en
VINCENT MANUEL LEZAR, Vonnisskuldenaar**

Ingevolge 'n vonnis gelewer op die 21 Februarie 2000 in die Kaapstad Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 15 September 2000 om 10h00, te aan die hoogste bieder, met geen reserweprys:

Beskrywing: Erf 2909, Wesfleur, groot 200 (tweehonderd) vierkante meter, gehou kragtens Transportakte Nr. TT51502/98.

Straatadres: 65 Magnet Sirkel, Wesfleur.

Die volgende inligting word aangegee, maar is nie gewaarborg nie:

Die eiendom bestaan uit: Asbesdak, blokmure, 3 slaapkamers, toilet, badkamer, kombuis en sitkamer.

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 Wesfleur Sirkel, Atlantis [Tel. (021) 572-1003].

Gedateer te Parow hierdie Augustus 1, 2000.

N Rathbone, vir Pienaar Rathbone & Genote, Eerste Vloer, Kaap die Goeie Hoop Bank Gebou, Voortrekkerweg 120, Parow. [Tel. (021) 930-2124.] Posbus 702, Parow, 7500.

Case No. 172/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transkei Division)

In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and SONNY MTHEMBU, Defendant

In pursuance of judgment granted by the above Honourable Court on 26 April 2000 and warrant of execution dated 5 May 2000, issued thereon, the following immovable property will be sold in execution on Friday, 1 September 2000 at 11:00 at the Office of the Sheriff of the High Court at 96 York Road, Umtata to the highest bidder:

Certain piece of land known as Erf 1897, Umtata, situated in the Municipality and District of Umtata, in extent 1 031 (one zero three one) square metres, situated at 52 Sixth Avenue, Norwood, Umtata.

Conditions of sale:

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

2. The property shall be sold voetstoots and shall be subject to the Rules of the High Court.
3. The full conditions of sale may be inspected at the offices of the Sheriff at 96 York Road, Umtata.
4. The following information as to the improvements is furnished, but not guaranteed: Dwelling house under brick and tile with a lounge, three bedrooms, kitchen and bathroom.

Dated at Umtata on this 10th day of August 2000.

Potelwa & Co., Plaintiff's Attorneys, 74 Maderia Street, Umtata.

NATAL

Case No. 1099/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED (formerly known as KWAZULU FINANCE & INVESTMENT CORPORATION LIMITED), Plaintiff, and NELSON DUMISANI KHUMALO, Defendant

Take notice that pursuant to a judgment of the above Honourable Court dated 17 May 2000 and writ of attachment of immovable property, the undermentioned immovable property will be sold in execution by the Sheriff of the High Court for the district of Camperdown at 11h00 on 1 September 2000, at the Sheriff's Sale Room, Bouchers Farm approximately 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:

Ownership Unit No. 1758 Unit C in the Township of Mpumalanga, District of Mpumalanga in extent of 480.00 (four hundred and eighty comma zero zero) square metres represented and described on Deed of Grant No. G5853/86.

The property is situate at Unit No. 1758 Unit C, Mpumalanga, KwaZulu-Natal, and is improved by a dwelling house.

The full conditions of sale may be inspected at the offices of the Sheriff, Boucher's Farm, Cato Ridge, KwaZulu-Natal.

Dated at Pietermaritzburg this 3rd day of August 2000.

Tatham, Wilkes & Company, Plaintiff's Attorneys, 200 Berg Street, Pietermaritzburg. (Ref. H. M. Drummond/K86.)

Case No. 1400/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED (formerly known as KWAZULU FINANCE & INVESTMENT CORPORATION LIMITED), Plaintiff, and WINNICK THOLANI MAHLASI, Defendant

Take notice that pursuant to a judgment of the above Honourable Court dated 17 May 2000 and writ of attachment of immovable property, the undermentioned immovable property will be sold in execution by the Sheriff of the High Court for the district of Camperdown at 11h00 on 1 September 2000, at the Sheriff's Sale Room, Bouchers Farm approximately 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:

Ownership Unit No. 704, Unit C in the Township of Mpumalanga, District of Mpumalanga in extent of 453.00 (four hundred and fifty three comma zero zero) square metres represented and described on Deed of Grant No. G3810/92.

The property is situate at Unit No. 704 Unit C, Mpumalanga, KwaZulu-Natal, and is improved by a dwelling house.

The full conditions of sale may be inspected at the offices of the Sheriff, Boucher's Farm, Cato Ridge, KwaZulu-Natal.

Dated at Pietermaritzburg this 3rd day of August 2000.

Tatham, Wilkes & Company, Plaintiff's Attorneys, 200 Berg Street, Pietermaritzburg. (Ref. H. M. Drummond/K87.)

Case No. 4788/99

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 BHEKISIPHO MUSAWENKOSI KHANYELIHLE MAKHANYA, 1st Defendant, and BUSISIWE HAPPINESS MAKHANYA, 2nd 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, Umlazi, at the south entrance of the Magistrate's Court, Umlazi, on the 30 August 2000 at 10h00 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 489, Umlazi U, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent four hundred and fifty four (454) square metres.

Held under Deed of Transfer T138/1980.

Street address: Unit 489, Umlazi.

Improvements: Brick and plastered dwelling with asbestos roof consisting of 2 bedrooms, bathroom, kitchen, diningroom.

Zoning: Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff of the High Court, Umlazi at V1030 Umlazi.

Dated at Durban on this 26th day of July 2000.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, cnr Smith Field Streets, Durban. (Tel. 327-4012.) (Ref. Mr G A Pentecost/CG.)

Case No. 170/2000

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

In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and VADIVAL MOONSAMY, First Defendant, and SAROJ MOONSAMY, Second Defendant

In pursuance of a judgment granted on the 27th day of March 2000, in the High Court of South Africa (Durban and Coast Local Division) and a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution, by public auction, to the highest bidder for cash by the Sheriff of the High Court, Inanda Area 2, at the front steps of the Magistrate's Court, Moss Street, Verulam, on 4 September 2000 at 09h00 or so soon thereafter as possible:

Address of dwelling: Flat 20, Victoria Apartments, Church Street, Tongaat.

Description: (i) Section 20 as shown and more fully described on Sectional Plan 94/1982 in the scheme known as Victoria, in respect of the land and building or buildings situated at Tongaat, of which section the floor area, according to the said Sectional Plan is 92 (ninety-two) 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.

Improvements: A single storey face brick flat under asbestos roof on ground floor comprising of lounge, dining-room, kitchen, 3 bedrooms, bathroom, toilet with burglar guard fittings and tarred driveway.

Material conditions:

1. Nothing in the above is guaranteed.
2. The sale shall be subject to the terms and conditions of the High Court Act, and the Rules made thereunder.
3. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price and the commission plus VAT due to the Sheriff of the High Court (hereinafter referred to as "the Sheriff") immediately after the sale or such extended period as may be agreed with the Sheriff and the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorneys, to be furnished to the Sheriff within 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 15,5% per annum on the respective amounts of the award to the Execution Creditor on the plan of distribution as from the date of 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, Inanda Area 2, 1 Trevennen Road, Lotusville, Verulam.

Dated at Durban this 26th day of July 2000.

Mooney Ford & Partners, Execution Creditor's Attorneys, 7th Floor, Permanent Building, 343 Smith Street, Durban. (Ref. J P Cox/tp/F3964.)

Case No. 5716/99

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

**In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and RONALD ALVAR WILLIAMSON, First Defendant, and
JEANETTE ANN WILLIAMSON, Second Defendant**

In pursuance of a judgment granted on the 20th April 2000, in the High Court of South Africa (Durban and Coast Local Division) and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution, by public auction, to the highest bidder for cash by the Sheriff of the High Court, Durban South at 8th Floor, Maritime House, 1 Salmon Grove, Durban, on 31 August 2000 at 10h00 or so soon thereafter as possible:

Address of dwelling: 26 Montego Bay, 842 Kingsway, Amanzimtoti.

Description: (i) Section 26 as shown and more fully described on Sectional Plan SS576/95 in the scheme known as Montego Bay, in respect of the land and building or buildings situated at Amanzimtoti, Local Authority of Amanzimtoti of which section the floor area, according to the said sectional plan is 61 (sixty-one) 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.

Improvements: A single storey flat under tile roof consisting of lounge, kitchen, bedroom, bathroom 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 ten per cent (10%) of the purchase price and the commission plus VAT due to the Sheriff of the High Court (hereinafter referred to as "the Sheriff") immediately after the sale or such extended period as may be agreed with the Sheriff and the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorneys, to be furnished to the Sheriff within twenty one (21) days after the date of sale.
4. The purchaser shall be liable for payment of interest to the Execution Creditor at the rate of 19% 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, Durban South.

Dated at Durban this 26th day of July 2000.

Mooney Ford & Partners, Execution Creditor's Attorneys, 7th Floor, Permanent Building, 343 Smith Street, Durban. (Ref. J P Cox/tp/F3816.)

Case No. 10150/99

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

**In the matter between BOE BANK LIMITED (formerly known as NBS BOLAND BANK LIMITED), Plaintiff, and
KWENZAKWAKHE ELIJAH MLABA, First Defendant, and DOLLY MAUREEN MLABA, Second Defendant**

In pursuance of a judgment in the High Court of South Africa (Durban and Coast Local Division) dated the 23rd of November 1999, the following immovable property belonging to the above-named Defendants will be sold in execution on the 30th of August 2000 at 10h00 at the south entrance to the Magistrate's Court, Umlazi to the highest bidder for cash, without reserve:

Site 1367, Umlazi N, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 934 (nine hundred and thirty-four) square metres on General Plan PB 5/88, held under Deed of Grant TG2530/88 (KZ).

The property is subject to Mineral Rights in favour of the KwaZulu Government.

The following information relating to the property is furnished but not guaranteed in anyway:

1. The property is physically situated at N1367, Umlazi Township, Umlazi.
2. *Improvements:* The property has been improved by the erection of a dwelling house or business under tiled roof consisting of 3 bedrooms, dining-room, 2 bathrooms, lounge, kitchen and 2 garages. *Structure:* Brick/block/plastered.
3. The sale shall be without reserve, and the property shall be sold subject to the conditions of sale and voetstoots to the highest bidder.

4. The purchaser shall pay 10% of the purchase price plus 5% Sheriff's commission on the first R30 000 of the purchase price and 32% on the balance with a maximum of R7 000 and a minimum of R300 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.

5. 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.

6. The conditions of sale may be inspected at the offices of the Sheriff, Umlazi at V1030, Room 4, Umlazi and at the offices of Thorpe & Hands, Suite 2522, 320 West Street, Durban, KwaZulu-Natal, during normal office hours.

Dated at Durban this 26th day of July 2000.

Thorpe & Hands, Plaintiff's Attorneys, Suite 2522, 320 West Street, Durban. (Ref. Mr K Walker/pi/08/N359/497.)

Case No. 5151/98

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

In the matter between BOE BANK LIMITED trading as NBS, Plaintiff, and RAVINDRA NATH GOBIND, First Defendant, GEETHA GOBIND, Second Defendant, RABICHANDRA GOBIND, Third Defendant, and BHAGWANTHI GOBIND, Fourth 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, at 12h00, on Thursday, 31 August 2000:

Description: Sub 63 of Lot 316, Duiker Fontein, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 748 (seven hundred and forty-eight) square metres, held under Deed of Transfer T7875/97.

Physical address: 30 Avoca Road, Effingham Heights, Durban.

Zoning: Special/Residential.

The property consists of a house, brick under tile roof comprising of lounge, dining-room, kitchen, 3 bedrooms, bathroom, shower, 2 toilets, garage and porch.

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 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, 15 Milne Street, Durban.

Dated at Durban this 27th day of July 2000.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Ms M. Domingos/rm.)

Case No. 7673/99

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

In the matter between NBS BOLAND BANK LIMITED (formerly known as N B S BANK LTD), Plaintiff, and DEVRAJ REDDY, First Defendant, LOGABATHY REDDY, Second Defendant, LESLEE GOVENDER, Third Defendant, and SUGALUTCHMEE GOVENDER, Fourth Defendant

In pursuance of a Judgment in the High Court of South Africa, Durban and Coast Local Division dated the 8th of March 2000, the following immovable property belonging to the above-named Defendants, will be sold in execution on the 31st of August 2000 at 10h00 at 8th Floor, Maritime House, Salmon Grove No 1, Durban to the highest bidder for cash, without reserve:

Portion 2308 of the farm Mobeni No 13538, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent 817 (eight hundred and seventeen) square metres.

Held under Deed of Transfer No T34102/96 dated the 29th November 1996.

The following information relating to the property is furnished but not guaranteed in any way.

1. The property is physically situate at 6 Pelham Road, Woodlands, Durban.

2. *Improvements:*

The property is a house of brick under tiled roof comprising of 3 bedrooms, toilet (tiled floor), bathroom with bath, basin and shower (tiled floor), lounge (carpeted), diningroom (tiled floor), kitchen with fitted cupboards (tiled floor), servants quarters comprising of room with toilet and basin. There is also a swimming pool. The property is fully fenced with concrete and brick fencing.

(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.

3. The sale shall be without reserve, and the property shall be sold subject to the conditions of sale and voetstoots to the highest bidder.

4. The Purchaser shall pay 10% of the purchase price plus 5% Sheriff's commission on the first R30 000.00 of the purchase price and 3% on the balance with a maximum of R7 000.00 and a minimum of R300.00 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.

5. 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.

6. The conditions of sale may be inspected at the offices of the Sheriff, Durban South, 101 Lejaton, 40 St George's Street, Durban and at the offices of Thorpe & Hands, Suite 2522, 320 West Street, Durban, KwaZulu-Natal, during normal office hours.

Dated at Durban this 31st day of July 2000.

Thorpe & Hands, Suite 2522, 320 West Street, Durban. (Ref. Mr K. Walker/pi/08/N359/219.)

Case No. 10146/99

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

**In the matter between: B O E BANK LIMITED (formerly known as N B S BOLAND BANK LIMITED), Plaintiff, and
NOMUSA PAM ZIKODE, Defendant**

In pursuance of a Judgment in the High Court of South Africa, Durban and Coast Local Division dated the 23rd of November 1999, the following immovable property belonging to the above-named Defendants, will be sold in execution on the 30th of August 2000 at 10h00 at the south entrance to the Magistrate's Court, Umlazi to the highest bidder for cash, without reserve:

Erf 722, Umlazi R, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent 877,9 (eight hundred and seventy seven comma nine) square metres.

Held under Deed of Grant TG 451/76 KZ - Endorsement Title Number TG 86/91 dated the 15 May 1991.

The following information relating to the property is furnished but not guaranteed in any way.

1. The property is physically situate at R722, Umlazi Township, Umlazi.

2. *Improvements:*

The property has been improved by the erection of a dwelling house or business with tiled roof consisting of 3 bedrooms, dining room, 2 bathrooms, 2 toilets, lounge, kitchen with electricity and a garage.

Structure: Brick/block/plastered.

Other improvements: D/way, burglar guards, paving.

3. The sale shall be without reserve, and the property shall be sold subject to the conditions of sale and voetstoots to the highest bidder.

4. The Purchaser shall pay 10% of the purchase price plus 5% Sheriff's commission on the first R30 000.00 of the purchase price and 3% on the balance with a maximum of R7 000.00 and a minimum of R300.00 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.

5. The Purchaser shall pay all mounts necessary to obtain transfer of the property including transfer costs and duties, rates, taxes and other charges within 7 (seven) days of request.

6. The conditions of sale may be inspected at the offices of the Sheriff, Umlazi at V 1030, Room 4, Umlazi and at the offices of Thorpe & Hands, Suite 2522, 320 West Street, Durban, KwaZulu-Natal, during normal office hours.

Dated at Durban this 25th day of July 2000.

Thorpe & Hands, Suite 2522, Durban. (Ref. Mr K. Walker/pi/08/N359/498.)

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

**In the matter between BOE BANK LIMITED, Execution Creditor, and
RAYMOND RODNEY MILLICAN, Execution Debtor**

In pursuance of a judgment granted on the day of 21 April 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, Stanger, at the front entrance to the Magistrate's Court Building at King Shaka Street, KwaDuguza/Stanger on 1st September 2000 at 10h00 or so soon thereafter as possible:

Address of dwelling: 3 Maurice Perry Road, Stanger.

Description: Erf 1303, Stanger (Extension No. 15), Regional Division FU, situated in the KwaDuguza - Stanger Transitional Local Council Area, Province of KwaZulu-Natal, in extent 3 468 (three thousand four hundred and sixty-eight) square metres.

Improvements: *Main building:* Brick under asbestos consisting of a huge area divided into 2 sheds, 4 offices and workshop area plus 4 toilets. *Outbuilding:* (i) Brick under asbestos shed. (ii) Brick and steelmesh under asbestos building divided into 5 storage sections. Driveway with 5 bousers.

Material conditions:

1. Nothing in the above is guaranteed.
2. The sale shall be subject to the terms and conditions of the High Court Act, and the rules made thereunder.
3. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price and the commission plus VAT due to the Sheriff of the High Court (hereinafter referred to as "the Sheriff") immediately after the sale or such extended period as may be agreed with the Sheriff and the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorneys, to be furnished to the Sheriff within twenty-one (21) days after the date of sale.
4. The purchaser shall be liable for payment of interest to the Execution Creditor at the rate of 22% 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, Stanger, 116 King Shaka Street, Stanger.

Dated at Durban this 1st day of August 2000.

Mooney Ford & Partners, Execution Creditor's Attorneys, 7th Floor, Permanent Building, 343 Smith Street, Durban. (Ref. J P Cox/MC/N4013.)

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

**In the matter between BOE BANK LIMITED trading as NBS, Plaintiff, and MOHAMED HASSIM MOTALA,
First Defendant, and SABERA MOTALA, 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 the front entrance to the Magistrate's Court Building at King Shaka Street, Kwaduguza/Stanger at 10h00 on Friday, 1 September 2000.

Description: Lot 3245, Stanger (Extension No. 28), situated in the Kwa-Dukuza/Stanger Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 393 (three hundred and ninety-three) square metres, held under Deed of Transfer No. T24348/95.

Physical address: 5 Kiepersol Road, Danville, Stanger.

Zoning: Special/Residential.

The property consist of a brick under concrete slab dwelling comprising of lounge, dining-room, TV room, 3 bedrooms with wall to wall carpets (main with en-suite), kitchen (tiled), bathroom and toilet, servant's room with outside entrance, property fully fenced with a block wall and has a security gate.

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, Stanger, 116 King Shaka Road, Stanger.

Dated at Durban this 20th day of July 2000.

Garlicke & Bousfield Inc., Plaintiff's Attorney 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Ms M. Domingos/rm.)

Case No. 2453/2000

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

In the matter between FIRST NATIONAL BANK LIMITED, Plaintiff, and LAWRENCE NDEBELE, Defendant

The following property will be sold in execution on the 31 August 2000 at 10h00 at Maritime House, 8th Floor, 1 Salmon Grove, Durban by the Sheriff of the High Court, Durban Central to the highest bidder:

The property is described as a unit consisting of:

(a) Section Number 57 as shown and more fully described in Sectional Plan Number SS179/1991, in the scheme known as Rydal Mount, in respect of the land and building or building, situated in Durban, of which section the floor area, according to the Sectional Plan is forty (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 No. ST4637/1992.

Street address: 506 Rydal Mount, 130 Gillespie Street, Durban.

Improvements: A flat consisting of bedroom (carpeted), toilet with bath, lounge, dining-room combined, kitchen with B.I.C. (tiled floors), carport and electronic gates.

Zoning: Special Residential (nothing guaranteed).

The sale shall be subject to the terms and conditions to the High Court and the rules made thereunder and the Purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The full conditions of Sale shall be inspected at the offices of the High Court, 801 Maritime House, Salmon Grove, Durban.

Dated at Durban this 27th day of July 2000.

Livingstone Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, cnr Smith & Field Streets, Durban. (Tel. 327-4012.) (Ref. Mr G A Pentecost/CG.)

Case No. 6051/99

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

In the matter between THE BODY CORPORATE OF SUMMER ROCKS SECTIONAL TITLE DEVELOPMENT, Plaintiff, and R D CARNABY, Defendant

In pursuance of a judgment granted on 28th October 1999 in the Port Shepstone Magistrate Court, under Writ of Execution issued thereafter, the immovable property described as:

A 3 x 7/365th undivided share in and to the undermentioned unit which is held by the Defendant under Certificate of Registered Sectional Title No's ST5138-9/1987, ST5138-10/1987 and ST5138-11/1987 respectively.

(a) Section No. 2 as shown and more fully described on Sectional Plan No. SS315/1986 in the scheme known as La Roche, in respect of the land and building or buildings situated at Uvongo, in the Transitional Local Council of Margate of which section the floor area, according to the said Sectional Plan, is 132 square metres in extent; and

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

A. *Physical address:* Section No. 2 La Roche Sectional Development, Lot 197 Colin Street, Uvongo.

Will be sold in execution on Friday 8th September 2000 in front of the Magistrate's Court, Port Shepstone at 10h00 on the terms and conditions which will be read aloud at the sale and which can be inspected at Barry, Botha & Breytenbach Inc., 16 Bisset Street, Port Shepstone, ("BB & B") or at the offices of the Sheriff of the Magistrate's Court, Port Shepstone.

The material terms and conditions of the sale agreement are:

(a) immediately after the auction the purchaser shall:

- (i) pay to the Plaintiff's attorneys, in trust, a deposit equal to 10% of the amount due to the Plaintiff; and
- (ii) secure the balance of the purchase price, plus interest thereon as required in terms of the sale agreement, with guarantee/s acceptable to B B & B and delivered to B B & B within 14 days of the auction; and
- (iii) pay all costs and disbursements of transfer, outstanding rates, levies and local authority charges, VAT and the Sheriff's commission.

(b) the property is sold voetstoots and subject to any existing lease, and the risk in the property shall pass to the purchaser on the date of the auction.

(c) the property has the following improvements:

B. The property is improved by: Unit consisting of open plan lounge, kitchen & dining-room, main en suite, 2 bedrooms, bathroom, undercover veranda and undercover parking.

Dated at Port Shepstone this 27th day of July 2000.

Barry, Botha & Breytenbach Inc., 16 Bisset Street; P O Box 1, Port Shepstone, 4240. (Ref. PJF/Gill/S748.)

Case No. 6087/99

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

In the matter between THE BODY CORPORATE OF SUMMER ROCKS SECTIONAL TITLE DEVELOPMENT, Plaintiff, and S MARE, First Defendant, and M S W MARE, Second Defendant

In pursuance of a judgment granted on 28th October 1999 in the Port Shepstone Magistrate Court, under Writ of Execution issued thereafter, the immovable property described as:

A 2 x 7/365th undivided share in and to the undermentioned unit which is held by the Defendant under Certificate of Registered Sectional Title No's ST511111-20/1988 and ST1111-21/1988 respectively.

(a) Section No. 7 as shown and more fully described on Sectional Plan No. SS315/1986 in the scheme known as La Roche, in respect of the land and building or buildings situated at Uvongo, in the Transitional Local Council of Margate of which section the floor area, according to the said Sectional Plan, is 133 square metres in extent; and

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

A. *Physical address:* Section No. 7 La Roche Sectional Development, Lot 197 Colin Street, Uvongo.

Will be sold in execution on Friday 8th September 2000 in front of the Magistrate's Court, Port Shepstone at 10h00 on the terms and conditions which will be read aloud at the sale and which can be inspected at Barry, Botha & Breytenbach Inc., 16 Bisset Street, Port Shepstone, ("BB & B") or at the offices of the Sheriff of the Magistrate's Court, Port Shepstone.

The material terms and conditions of the sale agreement are:

(a) immediately after the auction the purchaser shall:

- (i) pay to the Plaintiff's attorneys, in trust, a deposit equal to 10% of the amount due to the Plaintiff; and
- (ii) secure the balance of the purchase price, plus interest thereon as required in terms of the sale agreement, with guarantee/s acceptable to B B & B and delivered to B B & B within 14 days of the auction; and
- (iii) pay all costs and disbursements of transfer, outstanding rates, levies and local authority charges, VAT and the Sheriff's commission.

(b) the property is sold voetstoots and subject to any existing lease, and the risk in the property shall pass to the purchaser on the date of the auction.

(c) the property has the following improvements:

B. The property is improved by: Flat consisting of open plan lounge, kitchen & dining-room, balcony, main en suite, 2 bedrooms and bathroom.

Dated at Port Shepstone this 27th day of July 2000.

Barry, Botha & Breytenbach Inc., 16 Bisset Street; P O Box 1, Port Shepstone, 4240. (Ref. PJF/Gill/S741.)

Case No. 6130/99

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

In the matter between THE BODY CORPORATE OF SUMMER ROCKS SECTIONAL TITLE DEVELOPMENT, Plaintiff, and D J DU TOIT, First Defendant, and C P DU TOIT, Second Defendant

In pursuance of a judgment granted on 28th October 1999 in the Port Shepstone Magistrate Court, under Writ of Execution issued thereafter, the immovable property described as:

A 2 x 7/365th undivided share in and to the undermentioned unit which is held by the Defendant under Certificates of Registered Sectional Title No.'s ST4686/1993 and ST4687/1993 respectively.

(a) Section No. 7, as shown and more fully described on Sectional Plan No. SS315/1986, in the scheme known as La Roche, in respect of the land and building or buildings, situated at Uvongo, in the Transitional Local Council of Margate, of which section the floor area, according to the said Sectional Plan is 133 square metres in extent; and

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

A. *Physical address:* Section No. 7, La Roche Sectional Development, Lot 197, Colin Street, Uvongo, will be sold in execution on Friday, 8th September 2000, in front of the Magistrate's Court, Port Shepstone at 10h00 on the terms and conditions which will be read aloud at the sale and which can be inspected at Barry, Botha & Breytenbach, 16 Bisset Street, Port Shepstone ("B B & B") or at the offices of the Sheriff of the Magistrate's Court, Port Shepstone.

The Material terms and conditions of the sale agreement are:

(a) immediately after the auction the purchaser shall—

(i) pay to the Plaintiff's attorneys, in trust, a deposit equal to 10% of the amount due to the Plaintiff; and

(ii) secure the balance of the purchase price, plus interest thereon as required in terms of the sale agreement, with guarantee/s acceptable to B B & B and delivered to B B & B within 14 days of the auction; and

(iii) pay all costs and disbursements of transfer, outstanding rates, levies and local authority charges, VAT and the Sheriff's commission.

(b) The property is sold voetstoots and subject to any existing lease, and the risk in the property shall pass to the purchaser on the date of auction.

(c) The property has the following improvements:

B. The property is improved by—flat consisting of open plan lounge, kitchen & dining room, balcony, main en suite, 2 bedrooms and bathroom.

Dated at Port Shepstone this 27th day of July 2000.

Barry, Botha & Breytenbach Inc., 16 Bisset Street, P O Box 1, Port Shepstone, 4240. (Ref: PJF/Gill/S751.)

Case No. 6086/99

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

In the matter between THE BODY CORPORATE OF SUMMER ROCKS SECTIONAL TITLE DEVELOPMENT, Plaintiff, and C THORNHILL, First Defendant, and M C THORNHILL, Second Defendant

In pursuance of a judgment granted on 28th October 1999 in the Port Shepstone Magistrate Court, under Writ of Execution issued thereafter, the immovable property described as:

A 7/365th undivided share in and to the undermentioned unit which is held by the Defendants under Certificate of Registered Sectional Title No. ST101-23/1988.

(a) Section No. 2, as shown and more fully described on Sectional Plan No. SS315/1986, in the scheme known as La Roche, in respect of the land and building or buildings, situate at Uvongo, in the Transitional Local Council of Margate, of which section the floor area, according to the said Sectional Plan is 132 square metres in extent; and

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

A. *Physical address:* Section No. 2, La Roche Sectional Development, Lot 197, Colin Street, Uvongo, will be sold in execution on Friday, 8th September 2000, in front of the Magistrate's Court, Port Shepstone at 10h00 on the terms and conditions which will be read aloud at the sale and which can be inspected at Barry, Botha & Breytenbach, 16 Bisset Street, Port Shepstone ("B B & B") or at the offices of the Sheriff of the Magistrate's Court, Port Shepstone.

The Material terms and conditions of the sale agreement are:

(a) immediately after the auction the purchaser shall—

(i) pay to the Plaintiff's attorneys, in trust, a deposit equal to 10% of the amount due to the Plaintiff; and

(ii) secure the balance of the purchase price, plus interest thereon as required in terms of the sale agreement, with guarantee/s acceptable to B B & B and delivered to B B & B within 14 days of the auction; and

(iii) pay all costs and disbursements of transfer, outstanding rates, levies and local authority charges, VAT and the Sheriff's commission.

(b) The property is sold voetstoots and subject to any existing lease, and the risk in the property shall pass to the purchaser on the date of auction.

(c) The property has the following improvements:

B. The property is improved by—unit consisting of open plan lounge, kitchen & dining room, main en suite, 2 bedrooms, bathroom, undercover veranda and undercover parking.

Dated at Port Shepstone this 27th day of July 2000.

Barry, Botha & Breytenbach Inc., 16 Bisset Street, P O Box 1, Port Shepstone, 4240. (Ref: PJF/Gill/S757.)

Case No. 6088/99

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

**In the matter between THE BODY CORPORATE OF SUMMER ROCKS SECTIONAL TITLE DEVELOPMENT, Plaintiff,
and L ERASMUS, Defendant**

In pursuance of a judgment granted on 28th October 1999 in the Port Shepstone Magistrate Court, under Writ of Execution issued thereafter, the immovable property described as:

A 4 x 7/365th undivided share in and to the undermentioned unit which is held by the Defendant under Certificates of Registered Sectional Title No.'s ST5141-14/1987, ST5141-15/1987, ST5141-16/1987 and ST5141-17/1987, respectively.

(a) Section No. 7, as shown and more fully described on Sectional Plan No. SS315/1986, in the scheme known as La Roche, in respect of the land and building or buildings, situated at Uvongo, in the Transitional Local Council of Margate, of which section the floor area, according to the said Sectional Plan is 133 square metres in extent; and

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

A. *Physical address:* Section No. 7, La Roche Sectional Development, Lot 197, Colin Street, Uvongo, will be sold in execution on Friday, 8th September 2000, in front of the Magistrate's Court, Port Shepstone at 10h00 on the terms and conditions which will be read aloud at the sale and which can be inspected at Barry, Botha & Breytenbach Inc., 16 Bisset Street, Port Shepstone ("B B & B") or at the offices of the Sheriff of the Magistrate's Court, Port Shepstone.

The Material terms and conditions of the sale agreement are:

(a) immediately after the auction the purchaser shall—

(i) pay to the Plaintiff's attorneys, in trust, a deposit equal to 10% of the amount due to the Plaintiff; and

(ii) secure the balance of the purchase price, plus interest thereon as required in terms of the sale agreement, with guarantee/s acceptable to B B & B and delivered to B B & B within 14 days of the auction; and

pay all costs and disbursements of transfer, outstanding rates, levies and local authority charges, VAT and the Sheriff's commission.

(b) The property is sold voetstoots and subject to any existing lease, and the risk in the property shall pass to the purchaser on the date of auction.

(c) The property has the following improvements:

B. The property is improved by—flat consisting of open plan lounge, kitchen & dining room, balcony, main en suite, 2 bedrooms and bathroom.

Dated at Port Shepstone this 27th day of July 2000.

Barry, Botha & Breytenbach Inc., 16 Bisset Street, P O Box 1, Port Shepstone, 4240. (Ref: PJF/Gill/S752.)

Case No. 6081/99

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

**In the matter between THE BODY CORPORATE OF SUMMER ROCKS SECTIONAL TITLE DEVELOPMENT, Plaintiff,
and D FRANKISH, Defendant**

In pursuance of a judgment granted on 28th October 1999 in the Port Shepstone Magistrate Court, under Writ of Execution issued thereafter, the immovable property described as:

A 3 x 7/365th undivided share in and to the undermentioned unit which is held by the Defendant under Certificates of Registered Sectional Title No.'s ST7285-22/1989, ST7285-23/1989 and ST7285-24/1989 respectively.

(a) Section No. 15, as shown and more fully described on Sectional Plan No. SS315/1986, in the scheme known as La Roche, in respect of the land and building or buildings, situate at Uvongo, in the Transitional Local Council of Margate, of which section the floor area, according to the said Sectional Plan is 209 square metres in extent, and

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

A. *Physical address:* Section No. 15, La Roche Sectional Development, Lot 197, Colin Street, Uvongo, will be sold in execution on Friday, 8th September 2000, in front of the Magistrate's Court, Port Shepstone at 10h00 on the terms and conditions which will be read aloud at the sale and which can be inspected at Barry, Botha & Breytenbach Inc., 16 Bisset Street, Port Shepstone ("B B & B") or at the offices of the Sheriff of the Magistrate's Court, Port Shepstone.

The Material terms and conditions of the sale agreement are:

(a) immediately after the auction the purchaser shall—

(i) pay to the Plaintiff's attorneys, in trust, a deposit equal to 10% of the amount due to the Plaintiff; and

(ii) secure the balance of the purchase price, plus interest thereon as required in terms of the sale agreement, with guarantee/s acceptable to B B & B and delivered to B B & B within 14 days of the auction; and

pay all costs and disbursements of transfer, outstanding rates, levies and local authority charges, VAT and the Sheriff's commission.

(b) The property is sold voetstoots and subject to any existing lease, and the risk in the property shall pass to the purchaser on the date of auction.

(c) The property has the following improvements:

B. The property is improved by—flat consisting of open plan lounge, kitchen & dining room, balcony & sundeck, main en suite, 2 bedrooms and bathroom.

Dated at Port Shepstone this 27th day of July 2000.

Barry, Botha & Breytenbach Inc., 16 Bisset Street, P O Box 1, Port Shepstone, 4240. (Ref: PJF/Gill/S753.)

Case No. 6106/99

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

**In the matter between THE BODY CORPORATE OF SUMMER ROCKS SECTIONAL TITLE DEVELOPMENT, Plaintiff,
and D. M. JACOBS, Defendant**

In pursuance of a judgment granted on 28 October 1999 in the Port Shepstone Magistrate's Court, under writ of execution issued thereafter, the immovable property described as:

A 3 x 7/365th undivided share in and to the undermentioned unit which is held by the Defendant under Certificates of Registered Sectional Title ST 667-26/1988, ST 667-27/1988 and ST 667-28/1988 respectively:

a. Section 3 as shown and more fully described on Sectional Plan SS315/1986 in the scheme known as La Roche, in respect of the land and building or buildings situated at Uvongo, in the Transitional Local Council of Margate of which section the floor area, according to the said sectional plan, is 134 square metres in extent; and

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

A. *Physical address:* Section 3, La Roche Sectional Development, Lot 197, Colin Street, Uvongo,

will be sold in execution on Friday, 8 September 2000 in front of the Magistrate's Court, Port Shepstone at 10:00 on the terms and conditions which will be read aloud at the sale and which can be inspected at Barry, Botha & Breytenbach Inc., 16 Bisset Street, Port Shepstone, ("B B & B") or at the offices of the Sheriff of the Magistrate's Court, Port Shepstone.

The material terms and conditions of the sale agreement are:

(a) Immediately after the auction the purchaser shall:

(i) Pay to the Plaintiff's attorneys, in trust, a deposit equal to 10% of the amount due to the Plaintiff; and

(ii) secure the balance of the purchase price, plus interest thereon as required in terms of the sale agreement, with guarantee/s acceptable to B B & B and delivered to B B & B within 14 days of the auction; and

pay all costs and disbursements of transfer, outstanding rates, levies and local authority charges, VAT and the Sheriff's commission;

(b) the property is sold voetstoots and subject to any existing lease, and the risk in the property shall pass to the purchaser on the date of auction;

(c) the property has the following improvements:

B. The property is improved by flat consisting of open plan lounge, kitchen, dining-room, undercover veranda, one main en-suite, two bedrooms and bathroom.

Dated at Port Shepstone this 27th day of July 2000.

Barry, Botha & Breytenbach Inc., 16 Bisset Street (P.O. Box 1), Port Shepstone, 4240. (Ref. PJF/Gill/S736.)

Case No. 6133/99

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

**In the matter between THE BODY CORPORATE OF SUMMER ROCKS SECTIONAL TITLE DEVELOPMENT, Plaintiff,
and A. R. DU PLESSIS, First Defendant, and D. R. DU PLESSIS, Second Defendant**

In pursuance of a judgment granted on 28 October 1999 in the Port Shepstone Magistrate's Court, under writ of execution issued thereafter, the immovable property described as:

A 4 x 7/365th undivided share in and to the undermentioned unit which is held by the Defendants under Certificates of Registered Sectional Title No.'s ST 5140-14/1987, ST 5140-15/1987, ST 5140-16/1987 and ST 5140-17/1987 respectively:

a. Section 3 as shown and more fully described on Sectional Plan SS315/1986 in the scheme known as La Roche, in respect of the land and building or buildings situated at Uvongo, in the Transitional Local Council of Margate of which section the floor area, according to the said sectional plan, is 134 square metres in extent; and

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

A. *Physical address:* Section 3, La Roche Sectional Development, Lot 197, Colin Street, Uvongo,

will be sold in execution on Friday, 8 September 2000 in front of the Magistrate's Court, Port Shepstone at 10:00 on the terms and conditions which will be read aloud at the sale and which can be inspected at Barry, Botha & Breytenbach Inc., 16 Bisset Street, Port Shepstone, ("B B & B") or at the offices of the Sheriff of the Magistrate's Court, Port Shepstone.

The material terms and conditions of the sale agreement are:

(a) Immediately after the auction the purchaser shall:

(i) Pay to the Plaintiff's attorneys, in trust, a deposit equal to 10% of the amount due to the Plaintiff; and

(ii) secure the balance of the purchase price, plus interest thereon as required in terms of the sale agreement, with guarantee/s acceptable to B B & B and delivered to B B & B within 14 days of the auction; and

pay all costs and disbursements of transfer, outstanding rates, levies and local authority charges, VAT and the Sheriff's commission;

(b) the property is sold voetstoots and subject to any existing lease, and the risk in the property shall pass to the purchaser on the date of auction;

(c) the property has the following improvements:

B. The property is improved by flat consisting of open plan lounge, kitchen, dining-room, undercover veranda, one main en-suite, two bedrooms and bathroom.

Dated at Port Shepstone this 27th day of July 2000.

Barry, Botha & Breytenbach Inc., 16 Bisset Street (P.O. Box 1), Port Shepstone, 4240. (Ref. PJF/Gill/S750.)

Case No. 6055/99

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

**In the matter between THE BODY CORPORATE OF SUMMER ROCKS SECTIONAL TITLE DEVELOPMENT, Plaintiff,
and R. T. PELLING, Defendant**

In pursuance of a judgment granted on 28 October 1999 in the Port Shepstone Magistrate's Court, under writ of execution issued thereafter, the immovable property described as:

A 7/365th undivided share in and to the undermentioned unit which is held by the Defendant under Certificate of Registered Sectional Title ST 4247-17/1991:

a. Section 9 as shown and more fully described on Sectional Plan SS315/1986 in the scheme known as La Roche, in respect of the land and building or buildings situated at Uvongo, in the Transitional Local Council of Margate of which section the floor area, according to the said sectional plan, is 130 square metres in extent; and

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

A. *Physical address:* Section 9, La Roche Sectional Development, Lot 197, Colin Street, Uvongo,

will be sold in execution on Friday, 8 September 2000 in front of the Magistrate's Court, Port Shepstone at 10:00 on the terms and conditions which will be read aloud at the sale and which can be inspected at Barry, Botha & Breytenbach Inc., 16 Bisset Street, Port Shepstone, ("B B & B") or at the offices of the Sheriff of the Magistrate's Court, Port Shepstone.

The material terms and conditions of the sale agreement are:

(a) Immediately after the auction the purchaser shall:

(i) Pay to the Plaintiff's attorneys, in trust, a deposit equal to 10% of the amount due to the Plaintiff; and

(ii) secure the balance of the purchase price, plus interest thereon as required in terms of the sale agreement, with guarantee/s acceptable to B B & B and delivered to B B & B within 14 days of the auction; and

pay all costs and disbursements of transfer, outstanding rates, levies and local authority charges, VAT and the Sheriff's commission;

(b) the property is sold voetstoots and subject to any existing lease, and the risk in the property shall pass to the purchaser on the date of auction;

(c) the property has the following improvements:

B. The property is improved by flat consisting of open plan lounge, kitchen, dining-room, balcony, one main en-suite, two bedrooms and bathroom.

Dated at Port Shepstone this 27th day of July 2000.

Barry, Botha & Breytenbach Inc., 16 Bisset Street (P.O. Box 1), Port Shepstone, 4240. (Ref. PJF/Gill/S744.)

Case No. 6090/99

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

**In the matter between THE BODY CORPORATE OF SUMMER ROCKS SECTIONAL TITLE DEVELOPMENT, Plaintiff,
and M. B. WILLIAMS, Defendant**

In pursuance of a judgment granted on 28 October 1999 in the Port Shepstone Magistrate's Court, under writ of execution issued thereafter, the immovable property described as:

A 3 x 7/365th undivided share in and to the undermentioned unit which is held by the Defendant under Certificates of Registered Sectional Title No.'s ST 558-14/1988, ST558-15/1988 and ST558-16/1988 respectively:

a. Section 9 as shown and more fully described on Sectional Plan SS315/1986 in the scheme known as La Roche, in respect of the land and building or buildings situated at Uvongo, in the Transitional Local Council of Margate of which section the floor area, according to the said sectional plan, is 130 square metres in extent; and

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

A. *Physical address:* Section 9, La Roche Sectional Development, Lot 197, Colin Street, Uvongo,

will be sold in execution on Friday, 8 September 2000 in front of the Magistrate's Court, Port Shepstone at 10:00 on the terms and conditions which will be read aloud at the sale and which can be inspected at Barry, Botha & Breytenbach Inc., 16 Bisset Street, Port Shepstone, ("B B & B") or at the offices of the Sheriff of the Magistrate's Court, Port Shepstone.

The material terms and conditions of the sale agreement are:

- (a) Immediately after the auction the purchaser shall:
- (i) Pay to the Plaintiff's attorneys, in trust, a deposit equal to 10% of the amount due to the Plaintiff; and
 - (ii) secure the balance of the purchase price, plus interest thereon as required in terms of the sale agreement, with guarantee/s acceptable to B B & B and delivered to B B & B within 14 days of the auction; and
- pay all costs and disbursements of transfer, outstanding rates, levies and local authority charges, VAT and the Sheriff's commission;
- (b) the property is sold voetstoots and subject to any existing lease, and the risk in the property shall pass to the purchaser on the date of auction;
- (c) the property has the following improvements:
- B. The property is improved by flat consisting of open plan lounge, kitchen, dining-room, balcony, one main en-suite, two bedrooms and bathroom.

Dated at Port Shepstone this 27th day of July 2000.

Barry, Botha & Breytenbach Inc., 16 Bisset Street (P.O. Box 1), Port Shepstone, 4240. (Ref. PJF/Gill/S7347.)

Case No. 6129/99

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

**In the matter between THE BODY CORPORATE OF SUMMER ROCKS SECTIONAL TITLE DEVELOPMENT, Plaintiff,
and C. J. MARAIS, First Defendant, and M. H. E. MARAIS, Second Defendant**

In pursuance of a judgment granted on 28 October 1999 in the Port Shepstone Magistrate Court, under writ of execution issued thereafter, the immovable property described as:

A 3 x 7/365th undivided share in and to the undermentioned unit which is held by the Defendants under Certificate of Registered Sectional Title ST 4158-1/1987, ST 4158-2/1987 and ST 4158-3/1987 respectively:

a. Section 7 as shown and more fully described on Sectional Plan SS315/1986 in the scheme known as La Roche, in respect of the land and building or buildings situated at Uvongo, in the Transitional Local Council of Margate of which section the floor area, according to the said sectional plan, is 133 square metres in extent; and

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

A. Physical address: Section 7, La Roche Sectional Development, Lot 197, Colin Street, Uvongo.

Will be sold in execution on Friday, 8 September 2000 in front of the Magistrate's Court, Port Shepstone at 10:00 on the terms and conditions which will be read aloud at the sale and which can be inspected at Barry, Botha & Breytenbach Inc., 16 Bisset Street, Port Shepstone, ("B B & B") or at the offices of the Sheriff of the Magistrate's Court, Port Shepstone.

The material terms and conditions of the sale agreement are:

- (a) Immediately after the auction the purchaser shall:
- (i) Pay to the Plaintiff's attorneys, in trust, a deposit equal to 10% of the amount due to the Plaintiff; and
 - (ii) secure the balance of the purchase price, plus interest thereon as required in terms of the sale agreement, with guarantee/s acceptable to B B & B and delivered to B B & B within 14 days of the auction; and
- pay all costs and disbursements of transfer, outstanding rates, levies and local authority charges, VAT and the Sheriff's commission;
- (b) the property is sold voetstoots and subject to any existing lease, and the risk in the property shall pass to the purchaser on the date of auction;
- (c) the property has the following improvements:
- B. The property is improved by flat consisting of open plan lounge, kitchen, dining-room, balcony, one main en-suite, two bedrooms and bathroom.

Dated at Port Shepstone this 27th day of July 2000.

Barry, Botha & Breytenbach Inc., 16 Bisset Street (P.O. Box 1), Port Shepstone, 4240. (Ref. PJF/Gill/S742.)

Case No. 6085/99

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

**In the matter between THE BODY CORPORATE OF SUMMER ROCKS SECTIONAL TITLE DEVELOPMENT, Plaintiff,
and P. M. A. HATTINGH, First Defendant, and C. Z. ROBINSON, Second Defendant**

In pursuance of a judgment granted on 28 October 1999 in the Port Shepstone Magistrate Court, under writ of execution issued thereafter, the immovable property described as:

A 3 x 7/365th undivided share in and to the undermentioned unit which is held by the Defendants under Certificates of Registered Sectional ST 5371-11/1987, ST 5371-12/1987 and ST 5371-13/1987 respectively:

a. Section 1 as shown and more fully described on Sectional Plan SS315/1986 in the scheme known as La Roche, in respect of the land and building or buildings situated at Uvongo, in the Transitional Local Council of Margate of which section the floor area, according to the said sectional plan, is 154 square metres in extent; and

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

A. *Physical address:* Section 1, La Roche Sectional Development, Lot 197, Colin Street, Uvongo.

Will be sold in execution on Friday, 8 September 2000 in front of the Magistrate's Court, Port Shepstone at 10:00 on the terms and conditions which will be read aloud at the sale and which can be inspected at Barry, Botha & Breytenbach Inc., 16 Bisset Street, Port Shepstone, ("B B & B") or at the offices of the Sheriff of the Magistrate's Court, Port Shepstone.

The material terms and conditions of the sale agreement are:

(a) Immediately after the auction the purchaser shall:

(i) Pay to the Plaintiff's attorneys, in trust, a deposit equal to 10% of the amount due to the Plaintiff; and

(ii) secure the balance of the purchase price, plus interest thereon as required in terms of the sale agreement, with guarantee/s acceptable to B B & B and delivered to B B & B within 14 days of the auction; and

pay all costs and disbursements of transfer, outstanding rates, levies and local authority charges, VAT and the Sheriff's commission;

(b) the property is sold voetstoots and subject to any existing lease, and the risk in the property shall pass to the purchaser on the date of auction;

(c) the property has the following improvements:

B. The property is improved by flat consisting of open plan lounge, kitchen, dining-room, undercover veranda, one main en-suite, two bedrooms and bathroom.

Dated at Port Shepstone this 27th day of July 2000.

Barry, Botha & Breytenbach Inc., 16 Bisset Street (P.O. Box 1), Port Shepstone, 4240. (Ref. PJF/Gill/S735.)

Case No. 6053/99

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

**In the matter between THE BODY CORPORATE OF SUMMER ROCKS SECTIONAL TITLE DEVELOPMENT, Plaintiff,
and H. A. TODD, Defendant**

In pursuance of a judgment granted on 28 October 1999 in the Port Shepstone Magistrate Court, under writ of execution issued thereafter, the immovable property described as:

A 4 x 7/365th undivided share in and to the undermentioned unit which is held by the Defendants under Certificate of Registered Sectional Title ST 7679-18/1987, ST 7679-19/1987, ST 7679-20/1987 and ST 7679-21/1987 respectively:

a. Section 1 as shown and more fully described on Sectional Plan SS315/1986 in the scheme known as La Roche, in respect of the land and building or buildings situated at Uvongo, in the Transitional Local Council of Margate of which section the floor area, according to the said sectional plan, is 154 square metres in extent; and

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

A. *Physical address:* Section 1, La Roche Sectional Development, Lot 197, Colin Street, Uvongo.

Will be sold in execution on Friday, 8 September 2000 in front of the Magistrate's Court, Port Shepstone at 10:00 on the terms and conditions which will be read aloud at the sale and which can be inspected at Barry, Botha & Breytenbach Inc., 16 Bisset Street, Port Shepstone, ("B B & B") or at the offices of the Sheriff of the Magistrate's Court, Port Shepstone.

The material terms and conditions of the sale agreement are:

(a) Immediately after the auction the purchaser shall:

- (i) Pay to the Plaintiff's attorneys, in trust, a deposit equal to 10% of the amount due to the Plaintiff; and
- (ii) secure the balance of the purchase price, plus interest thereon as required in terms of the sale agreement, with guarantee/s acceptable to B B & B and delivered to B B & B within 14 days of the auction; and

pay all costs and disbursements of transfer, outstanding rates, levies and local authority charges, VAT and the Sheriff's commission;

(b) the property is sold voetstoots and subject to any existing lease, and the risk in the property shall pass to the purchaser on the date of auction;

(c) the property has the following improvements:

B. The property is improved by flat consisting of open plan lounge, kitchen, dining-room, under cover veranda, one main en-suite, two bedrooms and bathroom.

Dated at Port Shepstone this 27th day of July 2000.

Barry, Botha & Breytenbach Inc., 16 Bisset Street (P.O. Box 1), Port Shepstone, 4240. (Ref. PJF/Gill/S756.)

Case No. 6113/99

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

**In the matter between THE BODY CORPORATE OF SUMMER ROCKS SECTIONAL TITLE DEVELOPMENT, Plaintiff,
and H. C. BRUCE, Defendant**

In pursuance of a judgment granted on 28 October 1999 in the Port Shepstone Magistrate Court, under writ of execution issued thereafter, the immovable property described as:

A 3 x 7/365th undivided share in and to the undermentioned unit which is held by the Defendants under Certificates of Registered Sectional ST 6653-14/1987, ST 6653-15/1987 and ST 6653-16/1987 respectively:

a. Section 2 as shown and more fully described on Sectional Plan SS315/1986 in the scheme known as La Roche, in respect of the land and building or buildings situated at Uvongo, in the Transitional Local Council of Margate of which section the floor area, according to the said sectional plan, is 132 square metres in extent; and

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

A. *Physical address:* Section 2, La Roche Sectional Development, Lot 197, Colin Street, Uvongo.

Will be sold in execution on Friday, 8 September 2000 in front of the Magistrate's Court, Port Shepstone at 10:00 on the terms and conditions which will be read aloud at the sale and which can be inspected at Barry, Botha & Breytenbach Inc., 16 Bisset Street, Port Shepstone, ("B B & B") or at the offices of the Sheriff of the Magistrate's Court, Port Shepstone.

The material terms and conditions of the sale agreement are:

(a) Immediately after the auction the purchaser shall:

- (i) Pay to the Plaintiff's attorneys, in trust, a deposit equal to 10% of the amount due to the Plaintiff; and
- (ii) secure the balance of the purchase price, plus interest thereon as required in terms of the sale agreement, with guarantee/s acceptable to B B & B and delivered to B B & B within 14 days of the auction; and

pay all costs and disbursements of transfer, outstanding rates, levies and local authority charges, VAT and the Sheriff's commission;

(b) the property is sold voetstoots and subject to any existing lease, and the risk in the property shall pass to the purchaser on the date of auction;

(c) the property has the following improvements:

B. The property is improved by flat consisting of open plan lounge, kitchen, dining-room, one main en-suite, two bedrooms, bathroom, undercover veranda and undercover parking.

Dated at Port Shepstone this 27th day of July 2000.

Barry, Botha & Breytenbach Inc., 16 Bisset Street (P.O. Box 1), Port Shepstone, 4240. (Ref. PJF/Gill/S746.)

Case No. 6132/99

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

**In the matter between THE BODY CORPORATE OF SUMMER ROCKS SECTIONAL TITLE DEVELOPMENT, Plaintiff,
and D. M. BOYLE, First Defendant, and B. F. ELBROW, Second Defendant**

In pursuance of a judgment granted on 28 October 1999 in the Port Shepstone Magistrate Court, under writ of execution issued thereafter, the immovable property described as:

A 4 x 7/365th undivided share in and to the undermentioned unit which is held by the Defendants under Certificates of Registered Sectional Title ST 6920-17/1987, ST 6920-18/1987, ST 6920-19/1987 and ST 6920-20/1987 respectively:

a. Section 2 as shown and more fully described on Sectional Plan SS315/1986 in the scheme known as La Roche, in respect of the land and building or buildings situated at Uvongo, in the Transitional Local Council of Margate of which section the floor area, according to the said sectional plan, is 132 square metres in extent; and

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

A. *Physical address:* Section 2, La Roche Sectional Development, Lot 197, Colin Street, Uvongo.

Will be sold in execution on Friday, 8 September 2000 in front of the Magistrate's Court, Port Shepstone at 10:00 on the terms and conditions which will be read aloud at the sale and which can be inspected at Barry, Botha & Breytenbach Inc., 16 Bisset Street, Port Shepstone, ("B B & B") or at the offices of the Sheriff of the Magistrate's Court, Port Shepstone.

The material terms and conditions of the sale agreement are:

(a) Immediately after the auction the purchaser shall:

(i) Pay to the Plaintiff's attorneys, in trust, a deposit equal to 10% of the amount due to the Plaintiff; and

(ii) secure the balance of the purchase price, plus interest thereon as required in terms of the sale agreement, with guarantee/s acceptable to B B & B and delivered to B B & B within 14 days of the auction; and

(iii) pay all costs and disbursements of transfer, outstanding rates, levies and local authority charges, VAT and the Sheriff's commission;

(b) the property is sold voetstoots and subject to any existing lease, and the risk in the property shall pass to the purchaser on the date of auction;

(c) the property has the following improvements:

B. The property is improved by unit consisting of open plan lounge, kitchen and dining-room, one main en-suite, two bedrooms, bathroom, undercover veranda and undercover parking.

Dated at Port Shepstone this 27th day of July 2000.

Barry, Botha & Breytenbach Inc., 16 Bisset Street (P.O. Box 1), Port Shepstone, 4240. (Ref. PJF/Gill/S745.)

Case No. 3156/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and NOKUTHULA DESIREE GCWABAZA, NO, First Defendant,
and NOKUTHULA DESIREE GCWABAZA, Second Defendant**

In execution of a judgment granted by the above Honourable Court dated on 30 July 1999 in the above-named suit, the following property will be sold in execution by the Sheriff of the High Court, Pinetown, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on 30 August 2000 at 10:00 to the highest bidder without reserve, namely:

Formerly described as: Lot 42, Waterfall Extension 2, situated in the Township of Waterfall and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 934 square metres and held under Deed of Transfer T39832/94, now described as Erf 42, Waterfall Extension 2, Registration Division FT, situated in the Outer West Local Area, Province of KwaZulu-Natal, in extent 1 934 square metres, which property is physically situated at 36 Nzinga Drive, Waterfall, KwaZulu-Natal and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T39832/94 dated 22 December 1994.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single storey brick under tile dwelling comprising four bedrooms, lounge, dining-room, family room, kitchen, bathroom with toilet, shower/w.c. and steel swing gates. (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 and at the offices of David Gardyne & Partners, Eighth Floor, 78 Field Street, Durban.

Dated at Durban this 25th day of July 2000.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, ABSA Building, 78 Field Street, Durban. (Ref. D. C. Gardyne/RD/GAL3344.)

Case No. 2941/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between FIRST NATIONAL BANK LIMITED, Plaintiff, and LUCKY MSIBI, 1st Defendant, and HLAKANIPHILENELISIWE MSIBI, 2nd Defendant

The following property will be sold in execution on the 31 August 2000 at 10H00, at Maritime House, 8th Floor, 1 Salmon Grove, Durban, by the Sheriff of the High Court, Durban Central, to the highest bidder:

The property is described as:

1. (a) A unit consisting of Section 13, as shown and more fully described in Sectional Plan SS210/1993, in the scheme known as Modem, in respect of the land and building or buildings, situated in Watervalpark, Durban, of which section the floor area, according to the said sectional plan is seventy-nine (79) 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 ST70/1998.

2. An exclusive use area known as Garden G13, and Courtyard No. CY. 13, as held under Notarial Deed of Cession No. SK 16/1998S.

Street address: 13 Modem, 10 Bristow Crescent, Mayville, Durban.

Improvements: Brick under tiled duplex consisting of 3 bedrooms (2 carpeted), toilet and bathroom combined (tiled), lounge (tiled), kitchen with B.I.C. and tiled floor. Open parking bay.

Zoning: Special Residential (nothing guaranteed).

The sale shall be subject to the terms and conditions of the High Court and the Rules made thereunder and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The full conditions of sale shall be inspected at the offices of the High Court, Durban Central, at 801 Maritime House, Salmon Grove, Durban.

Dated at Durban on this 27th day of July 2000.

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

Case No. 3625/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and JABULANI OSBORNE MTETWA, 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 the 4th September 2000 at 09H00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Erf 770, Hambanati, Registration Division FU, situated in the North Local Council Area, Province of KwaZulu-Natal, in extent 483 square metres, held under Deed of Transfer T5307/1996.

Physical address: 770 Makaumuse Road, Hambanathi, KwaZulu-Natal.

Improvements: Single storey face brick under tile dwelling below ground level, consisting of 3 bedrooms, kitchen, lounge, toilet and bathroom combined, no floor coverings, no ceilings, close to school and police station and burglar guards.

Nothing is guaranteed as regards the above.

Full conditions of sale may be inspected at the Sheriff for the Inanda District 2, 1 Trevennen Road, Lotusville, Verulam.

Dated at Durban on this 4th day of August 2000.

Van Onselen O'Connell Inc., Execution Creditor's Attorneys, 405 Salmon Grove Chambers, 407 Smith Street, Durban. (Ref. Mr V. O'Connell/HE/02N008084.)

Case No. 22605/99

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

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED (previously known as KWAZULU FINANCE & INVESTMENT CORPORATION LIMITED), Execution Creditor, and ZANELE HENRY NGWENYA, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Pietermaritzburg dated 8 June 2000 the following immovable property will be sold in execution on the 1 September 2000 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, KwaZulu-Natal, to the highest bidder:

Ownership Unit No. 443, Unit S in the Township of Edendale East District of Pietermaritzburg in extent of 523 square metres, represented and described on Deed of Grant 12421/89, situated at Unit 443, Unit S, Edendale East, Pietermaritzburg.

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

Material conditions of sale:

1. The purchaser shall pay the full purchase price in cash or by bank guaranteed cheque immediately upon final acceptance of his bid by the Sheriff and before signing the conditions of sale.
2. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% of the amount owing to the Execution Creditor, before accepting any bid from such bidder.
3. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, KwaZulu-Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 3rd day of August 2000.

Tatham Wilkes & Company, Execution Creditor's Attorneys, 200 Berg Street, Pietermaritzburg.

Case No. 7080/99

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 BRIAN LAWRENCE RHODES, Defendant

In terms of a judgment of the above Honourable Court, a sale in execution will be held at 8th Floor, Maritime House, 1 Salmon Grove, Durban, at 10:00 on Thursday, 31st August 2000 to the highest bidder without reserve:

Lot 896, Amanzimtoti (Extension 2), situated in the Borough of Amanzimtoti and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 2 175 (two thousand one hundred and seventy-five) square metres, held under Deed of Transfer T23406/90.

Physical address: 15 Mcmenamin Place, Amanzimtoti, Natal.

Zoning: Special Residential.

The property consists of the following: Double storey brick under tile dwelling comprising 3 bedrooms (one en-suite with bath, basin and toilet), separate toilet with basin, bathroom with bath, basin, shower, toilet, lounge (tiled floor), dining-room (tiled floor), office with toilet and shower, kitchen with fitted cupboards (tiled floor). Outbuildings comprise 2 garages. 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 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, Natal.

Dated at Durban on this 26th day of July 2000.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.15709/Dorette.)

Case No. 10229/99

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 HUTAN CC (CK 96/08089/23), First Defendant, and FENELLA JEAN BRUNTON SHARRATT, Second Defendant, and STANLEY BLAXLAND SHARRATT, Third 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, at 12:00, on Thursday, the 31st August 2000 to the highest bidder without reserve:

Lot 2867, Durban North, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 8 474 (eight thousand four hundred and seventy-four) square metres, held by Deed of Transfer T12884/1964.

Physical address: 41 Clarendon Drive, Durban, Natal.

Zoning: Special Residential.

The property consists of the following: Double storey brick under tile roof dwelling comprising 3 living rooms, 4 bedrooms, 4 bathrooms, dressing room, store, 2 enclosed balconies. Outbuildings comprise 2 garages, bathroom, 3 servants' quarters, kitchenette and 2 sheds. There is a tennis court.

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, Office and Salesroom, 15 Milne Street, Durban, Natal.

Dated at Durban this 20th day of July 2000.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.16248/Dorette.)

Case No. 738/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and MEWALALL PHAGOO, First Defendant, and SHOBA PHAGOO, Second Defendant

In execution of a judgment granted by the above Honourable Court dated on the 16th May 2000 in the above-named suit, the following property will be sold in execution by the Sheriff of the High Court, Chatsworth, at 10h00 at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, on 29th August 2000 to the highest bidder without reserve, namely:

Portion 974 (of 207) of Erf 80, Chatsworth, Registration Division FT, in the Durban Entity, Province of KwaZulu-Natal, in extent 344 square metres held by the Defendant unders Deed of Transfer T30716/97, which property is physically situated at 16 Yolana Place, Havenside, Chatsworth, KwaZulu-Natal and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T30716/97 dated 21st October 1997.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a block under tile dwelling, comprising of 3 bedrooms, lounge, dining-room, kitchen, toilet and bathroom. *Outbuilding:* Room, lounge, kitchen, toilet and bathroom (the nature, extent, conditions and existence of the improvements are not guaranteed and are sold voetstoots).

Zoning: The property is zoned for SR 180 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 28th day of July 2000.

David Gardyne & Partners, Plaintiff's Attorneys, 8th Floor, ABSA Building, 78 Field Street, Durban. (Ref. D C Gardyne/RD/GAL4653.)

Case No. 7547/97

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

In the matter between ABSA BANK LIMITED, Plaintiff, and JOSHUA MLUNGISI MBELU, Defendant

In execution of a judgment granted by the above Honourable Court dated on 4 November 1997, in the above-named suit, the following property will be sold in execution by the Sheriff of the High Court, Durban South, at Eighth Floor, Maritime House, Salmon Grove 1, Durban, on 31 August 2000 at 10:00, to the highest bidder without reserve, namely:

1. A unit consisting of:

(a) Section 17, as shown and more fully described on Sectional Plan SS62/90, in the scheme known as Greyling Place, 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 159 square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by virtue of Deed of Transfer ST14327/92.

2. An exclusive use area described as Garden Area G A 17, measuring 256 square metres, being as such part of the common property, comprising the land and the scheme known as Greyling Place, in respect of the land and building or buildings situated at Durban, as shown and more fully described on Sectional Plan SS62/90, held under Notarial Deed of Real Rights SK1806/92, which property is physically situated at 21 Greyling Place, School Road, Bluff, KwaZulu-Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer ST14327/92, dated 1 October 1992.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a brick under tile/asbestos double-storey dwelling comprising of lounge (wooden floor), entrance hall, dining-room (wooden floor), three bedrooms, bathroom/basin (lino floor), separate toilet (lino floor), kitchen (fitted cupboards, line floor) and porch.
Outbuildings: Garage, staff room and shower/toilet.

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

Zoning: The property is zoned for General 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, Eighth Floor, 78 Field Street, Durban.

Dated at Durban this 1st day of August 2000.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, ABSA Building, 78 Field Street, Durban. (Ref. D. C. Gardyne/RD/GAL3421.)

Case No. 30367/99

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 THABANI BASIL DLUNGWANE, First Execution Debtor, and Mrs NTOMBIZODWA PATRICIA DLUNGWANE, Second Execution Debtor

In terms of a judgment of the above Honourable Court dated 15 February 2000, a sale in execution will be held on Tuesday, 5 September 2000 at 14:00, on the front steps of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder without reserve:

1. (a) Section 13, as shown and more fully described on Sectional Plan SS66/90, in the scheme known as Athena Gardens, in respect of the land and building or buildings situated at Bakerville Gardens, 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.

2. An exclusive use area described as Garden GA13, measuring 452 (four hundred and fifty-two) square metres being as such part of the common property, comprising the land and the scheme known as Athena Gardens, in respect of the land and building or buildings situated at Bakerville Gardens, Durban.

Physical address: 13 Athena Gardens, 32 Barvale Drive, Bakerville, Durban.

The following information is furnished but not guaranteed: Block under tile dwelling consisting of entrance hall, lounge/dining-room, three bedrooms, kitchen, bath, toilet/shower and separate 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, 15 Milne Street, Durban, 4001, or at our offices.

Dated at Durban this 31st day of July 2000.

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/A0034/2079/Mrs Chetty.)

Case No. 11909/2000

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and PATMASAGREN GOVENDER, First Defendant, and
INDHRANI GOVERNDR, Second Defendant**

A sale in execution of the undermentioned property is to be held by the Sheriff, Durban South, at the Sheriff, Durban Central at Eighth Floor, Maritime House, corner of Salmon Grove and Victoria Embankment, Durban, on Thursday, 31 August 2000 at 10:00:

Full conditions of sale can be inspected at the office of the Sheriff of the High Court, Durban South, at 40 St Georges Street, Durban, and will be read out prior to the sale taking place.

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

Property: Portion 3183 (a Portion of Portion 2640), of the farm Mobeni 13538, Registration Division FT, KwaZulu-Natal, measuring 1 490 square metres, and also known as 12 Whimbrel Place, Woodlands, Mobeni.

Improvements: Dwelling—three bedrooms, bathroom, kitchen, lounge, dining-room and living area.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/Tanje/E3351.)

Case No. 4332/2000

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
ZITHULELE MUZI XULU, Defendant**

In terms of a judgment of the above Honourable Court dated 14 June 2000 and a warrant of execution issued thereafter a sale in execution of the undermentioned property will be held on Thursday, 31 August 2000 at 10:00, at 801 Maritime House, 1 Salmon Grove, Durban, to the highest bidder without reserve:

1. A unit consisting of:

(i) Section 36, as shown and more fully described on Sectional Plan 82/1979, in the scheme known as Floralyn, 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 60 (sixty) square metres in extent;

(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 by the Defendant under Deed of Transfer ST15358/97.

Physical address: Flat 61, Floralyn, 53 Russell Street, Durban.

Improvements: The following information is furnished but not guaranteed: Brick and tile dwelling comprising entrance hall, lounge, dining-room, bedroom, kitchen, bathroom and water-closet.

Zoning: Residential.

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, 801 Maritime House, 1 Salmon Grove, Durban.

Signed at Durban this 24th day of July 2000.

M. P. Maphumulo & Partners, Plaintiff's Attorneys, 303 General Building, 47 Field Street, Durban.

Case No. 3490/00

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 ISAAC DAVID THOMAS,
First Defendant, and RACHEL THOMAS, Second Defendant**

In terms of a judgment of the above Honourable Court a sale in execution will be held at the entrance to the Magistrate's Court, Moss Street, Verulam, on Monday, 28 August 2000 at 09:00, to the highest bidder without reserve:

Portion 30 of Erf 442, Zeekoe Vallei, Registration Division FT, in the Durban Entity, Province of KwaZulu-Natal, in extent 312 (three hundred and twelve) square metres, held under Deed of Transfer T28305/93.

Physical address: 29 Swordfish Place, Zeekoe Vallej, Newlands East, Natal.

Zoning: Special Residential.

The property consists of the following: Double-storey brick under tile roof dwelling comprising of: *Upstairs*—main bedroom (carpeted, built-in-cupboards and en-suite), two bedrooms (carpeted, one with built-in-cupboards), lounge (carpeted), dining-room (carpeted), kitchen (tiled and built-in-cupboards), toilet and bathroom combined. *Downstairs:* Basement comprising two rooms, toilet and bathroom.

Outbuildings comprise two garages.

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 1 Trevennen Road, Lotusville, Verulam.

Dated at Durban this 13th day of July 2000.

Goodrickes, Plaintiff's Attorney, 28th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.16852/Dorette.)

Case No. 3078/98

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and NAVICHUND HARRILAL RAMBULLU, First Defendant, and ASHIE RAMBULLU, 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 Defendant, will be sold in execution on 1 September 2000 at 11:00, by the Sheriff of the High Court at 17 Drummond Street, Pietermaritzburg, to the highest bidder, without reserve:

Portion 75 of Erf 1369, Pietermaritzburg, Registration Division FT, in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 669 square metres.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 39 Veerappa Road, Northdale, Pietermaritzburg.
2. The property has been improved by the construction thereon of a brick under IBR-dwelling consisting of three bedrooms, three living-rooms, a bathroom, kitchen and verandah and an outbuilding consisting of a garage, domestic quarters with shower and toilet.
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 25th day of July 2000.

Austen Smith, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P. R. J. Dewes/ab/N2/S0565/B8.)

Case No. 1557/2000

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

In the matter between ABSA BANK LIMITED, Plaintiff, and BRUCE MONTGOMERY, 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 1 September 2000 at 09:30, at the Sheriff's Office, 17 Drummond Street, Pietermaritzburg, KwaZulu-Natal, to the highest bidder for cash, without reserve:

A unit consisting of:

- (a) Section 20, as shown and more fully described on Sectional Plan SS165/1983, in the scheme known as Parkview, in respect of the land and building or buildings situated at Pietermaritzburg Local Authority, Pietermaritzburg, of which section of the floor area, according to the said sectional plan is 52 (fifty-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 ST131727/94.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Flat 21, Parkview, 15 Prince Alfred Street, Pietermaritzburg, KwaZulu-Natal.
2. The property has been improved by the construction thereon of being a section title unit, bachelor flat, a lounge, kitchen and a bathroom/water-closet.
3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff, Pietermaritzburg, and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, KwaZulu-Natal, during normal office hours.

Dated at Pietermaritzburg this 25th day of July 2000.

Austen Smith, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. R. N. Scott/Is/D2/A0420/00.)

Case No. 1072/2000

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

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
ELCAN MBALEKELWA KHUMALO, 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 17 Drummond Street, Pietermaritzburg, on Thursday, 31 August 2000 at 10:00, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

Site 474, Edendale N, Registration Division FT, in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 345 (three hundred and forty-five) square metres, held by the Defendant under Deed of Grant GF. 001442/1984.

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

1. The property's physical address is: Site 474, Edendale N, Pietermaritzburg, KwaZulu-Natal.
2. The improvements consist of a single-storey freestanding block under asbestos Council-house consisting of lounge, kitchen, two bedrooms, bathroom and toilet with an outbuilding constructed of block under asbestos consisting of two rooms, toilet and bathroom.
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 17 Drummond Street, Pietermaritzburg, Province of KwaZulu-Natal.

Dated at Pietermaritzburg on the 26th day of July 2000.

Venn, Nemeth & Hart Inc., Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. R. Stuart-Hill/26S0459/00.)

Case No. 7707/99

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

In the matter between: ABSA BANK LIMITED, Plaintiff, and THILANAYAGIE MOODLEY, Defendant

In terms of a judgment of the above Honourable Court dated the 15th February 2000 a sale in execution will be held on Friday, the 1st September 2000 at the front entrance of the Magistrate's Court Building at King Shaka Street, KwaDuguzza/Stanger at 10h00, to the highest bidder without reserve:

1. A unit consisting of:
 - (a) Section No. 11, as shown and more fully described on Sectional Plan No. SS175/1984, in the scheme known as "Fairsands" in respect of land and building(s) situated at Tongaat in the Local Authority of the North Local Council, of which floor according to the said sectional plan is one hundred and eighth (108) 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 under Sectional Deed of Transfer No. ST15391/1996.

Physical Address: 11 Fairsands, Naidoo Road, Tongaat.

The following information is furnished but not guaranteed: A flat on the 3rd floor consisting of 3 bedrooms, bathroom, kitchen, lounge, dining-room, garage (basement).

(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 at Stanger, Sheriff's Office, Patrick Daniel Building, 116 King Shaka Street, Stanger.

Dated at Durban on this 20th day of July 2000.

D. H. Botha, for Strauss Daly Inc. Attorneys, 21 Aliwal Street, First Floor. (Ref. MrsRadford/mg/A0038/1348.)

Case No. 1861/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between: ABSA BANK LTD, Plaintiff, and LOGANATHAN KRISHNA, First Defendant, and
PRESILLA KRISHNA, Second Defendant**

In pursuance of a judgment of the High Court of South Africa (Durban and Coast Local Division) dated the 31st March 1999 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution by the Sheriff of the High Court, Chatsworth, on Tuesday, the 29th August 2000 at 10H00 at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, to the highest bidder:

Property description: Portion 2310 (of 2294) of Erf 107, Chatsworth, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 247 (two hundred and forty-seven) square metres, held under Deed of Transfer T37679/1996.

Physical address: 388 Road 706, Chatsworth.

Improvements: Semi-detached double storey block under asbestos roof dwelling comprising of 4 bedrooms, lounge, dining-room, kitchen, toilet, bathroom and balcony. Nothing is guaranteed in respect of the above.

Town Planning Zoning: Residential.

Special privileges: Nil.

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% (ten per centum) 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 twenty-one (21) 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. The purchaser shall pay auctioneer's charges of 5% of the first R30 000,00 of the purchase price, thereafter 3% on the balance subject to a minimum of R300,00 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 of the High Court, Chatsworth, 7 Highway Place, Mobeji Heights, Chatsworth, or the offices of Johnston & Partners.

Dated at Durban on this 19th day of July 2000.

Johnston & Partners, Plaintiff's Attorneys, 169 Stamford Hill Road, Morningside, Durban. (Ref. A. Johnston/jjl/04T064852.)

Case No. 6854/99

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

In the matter between: ABSA BANK LIMITED, Execution Creditor, and Mr JAN CORNELIUS HAARHOFF, Execution Debtor

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 28 January 2000, the undermentioned property will be sold in execution on the 6th September 2000 at 10:00 in front of the Magistrate's Court, Murchison Street, Newcastle, namely:

Lot 4739, Newcastle (Extension 28), situated in the Township of Newcastle, measuring 1 849 square metres.

The property is improved with a mono-pitched iron roof dwelling consisting of an entrance hall, lounge, dining-room, family room, kitchen, 4 bedrooms, bathroom/water closet, water closet/shower, bathroom, scullery, bar, 2 garages, 2 carparks, water closet, pool, patio, paving and walls 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 its 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 16,5% per annum from the date of sale to the date of registration of transfer shall be paid by a secured bank of building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen days after the date of sale.

3. The purchaser shall also be liable for payment of VAT on the purchase price.

Dated at Newcastle on this 20th day of July 2000.

M. Coetzee, for De Jager Steyn Maritz Inc., Attorney for Execution Creditor, Fourth Floor, United Building, Scott Street, Newcastle.

Case No. 2425/98

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between: ABSA BANK LIMITED, Plaintiff, and VERNMAL (PTY) LTD, 1st Defendant, H W VERWEY, 2nd Defendant, F P VERWEY, 3rd Defendant and E M VERWEY, 4th Defendant

Pursuant to an Order of the High Court of South Africa (Natal Provincial Division), Pietermaritzburg, dated 3rd of May 2000 and writ of execution dated 16th of May 2000, the following property registered in the names of the 2nd, 3rd and 4th Defendants will be sold by public auction to the highest bidder on Wednesday, the 30th day of August 2000 at 10H00 am at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, KwaZulu-Natal, namely:

Property description:

(i) Lot 3487, Queensburgh (Ext. No. 20, situated in the Borough of Queensburgh, Administrative District of Natal, in extent 6 045 square metres & held under Deed of Transfer No. T2503/92.

(ii) Lot 3488, Queensburgh (Ext. No. 20) situate in the Borough of Queensburgh, Administrative District of Natal, in extent 8 138 square metres and held under Deed of Transfer No. T2504/92.

Physical address: 28 & 30 Downey Crescent, Queensburgh, Extension No. 20.

Improvements: Dwelling consisting of a downsloping terraced industrial property developed with a double storey office block and three separate double volume factories. The office block is a facebrick and mortar structure which is internally plaster/painted under a corrugated asbestos roof on timber trusses. The factories are all of similar construction being steel portal framed structures with brick infill and IBR cladding under an IBR roof on steel trusses. Electric fencing and concrete paving.

Accommodation details: Office block comprising of six offices, ablutions, 2 kitchens and an entertainment area.

Factory 1: Comprising double volume workshop.

Factory 2: Comprising double volume workshop.

Factory 3: Comprising double volume workshop.

Ablutions and changerooms.

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 at Pinetown, No. 2, Samkit Centre, 62 Caversham Road, Pinetown, or at the offices of the Plaintiff's Attorneys, Pinetown.

Dated at Pinetown on this 17th day of July 2000.

A. T. Kitchings, for Geyser, Liebetrau, Du Toit & Louw, Plaintiff's Attorneys, 7 Greathead Lane, Pinetown. [Tel. (031) 702-0331/2.] [Fax (031) 702-0010.] (Ref. ATK/BC/V037.)

Case No. 2429/98

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

In the matter between: THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and NARANSAMY MURUGAN CHETTY, First Defendant, and SAKUNTHALAY CHETTY, 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 Defendant, will be sold in execution on 1 September 2000 at 11:00 am by the Sheriff of the High Court at 17 Drummond Street, Pietermaritzburg, to the highest bidder, without reserve:

Portion 311 of the farm Newholme No. 14357, Registration Division FT, in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal in extent 486 (four hundred and eighty-six) square metres.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 32 Gresham Crescent, Northdale, Pietermaritzburg.
2. The property has been improved by the construction thereon of a dwelling consisting of 3 bedrooms, 2 bathrooms, a living-room and a back verandah.
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 25th day of July 2000.

Austen Smith, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P. R. J. Dewes/ab/N2/S0397/B6.)

Case No. 757/2000

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

In the matter between: LIBERTY LIFE ASSOCIATION OF AFRICA LTD, Plaintiff, and LOUIS RALPH MASSEY-HICKS, Defendant

In pursuance of a judgment in the High Court of South Africa (Durban and Coast Local Division) dated 14 March 2000, the immovable property listed hereunder will be sold in execution at 10h00 on 30th August 2000 at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Property description: Section No. 13, as shown and more fully described on Sectional Plan No. SS59/1978 in the scheme known as Lynbrook in respect of the land and building or buildings situated at Pinetown, Local Authority of Pinetown, of which section the floor area, according to the said sectional plan is 84 square metres in extent; and

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer No. ST59/1978(13)(Unit).

Street Address: 13 Lynbrook, 11 Lilyvale Road, Pinetown.

Improvements: Brick flat under tile dwelling consisting of two bedrooms and a living room all opening onto an open balcony, kitchen, bathroom and separate toilet.

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 High Court Act and the Rules made thereunder.
2. 10% of the purchase price is to be paid in cash on the day of the sale together with the auctioneer's charges.
3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys and to be furnished within fourteen days after the date of sale.
4. The purchaser shall be liable for payment of interest at the mortgage bond rate of 21,75% per annum on the purchase price to the Plaintiff from the date of sale to the date of registration of transfer.
5. Transfer shall be effected by the Attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, levies, sewerage connection fees (if any) taxes and other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Pinetown, and at the offices of the Execution Creditor's attorneys.

7. Prospective purchaser's are advised to inspect the property prior to the sale.

Dated at Durban on this day of 2000.

Cox Yeats, Execution Creditor's Attorneys, 12th/13th Floor, Victoria Maine, 71 Victoria Embankment, P.O. Box 3032, Durban, 4000. [Tel. (031) 304-2851.] (Ref. P. Feuilherade.)

Case No. 368/2000

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

In the matter between RODNAW INDUSTRIAL CO (PTY) LIMITED v/a MALCO STEEL, Plaintiff, and SHERHOME VALVES FITTINGS & STEEL, 1st Defendant, and ATHIMULAM RAMSAMY PILLAY, 2nd Defendant

In pursuance of a judgment in the abovementioned matter, the immovable property of the Second Defendant listed hereunder will be sold in execution to the highest bidder without reserve on 30 August 2000 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown:

Description: Portion 2 of Erf 1159, Queensburgh Registration Division FT, situated in the Inner West City Council, Province of KwaZulu-Natal, in extent 1 051 (one thousand and fifty one) square metres, held under Deed of Transfer No. T20502/1993.

Physical address: 118 Chester Road, Malvern, Queensburgh, KwaZulu-Natal.

Improvements: House of brick under tile dwelling, gates with intercom, brick fencing, double garage, servant's quarters, toilets and tarmac driveway. Nothing is guaranteed as regards the above.

Full conditions of sale may be inspected at the Sheriff, Pinetown, No. Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban on this 17th day of July 2000.

Van Onselen O'Connell Inc., Execution Creditor's Attorneys, 405 Salmon Grove Chambers, 407 Smith Street, Durban. (Ref. N. Backman.)

Case No. 1817/99

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

In the matter between THE OUTER WEST LOCAL COUNCIL, Plaintiff, and M. J. SHACKLOCK, Defendant

In pursuance of a judgment in the above action immovable property listed hereunder shall be sold in execution to the highest bidder on 1 September 2000 at 11:00, at the Sheriff's Sales Room, Boucher's Farm, estimated 6 km from Cato Ridge on the Old Main Road between Cato Ridge and Inchanga. Sign board reads Sheriff's Office.

Description: Erf 200, Assagay, Registration Division FT, situated in the Outer West Local Council Area, Province of KwaZulu-Natal, in extent of 2,1622 hectares, held by Deed of Transfer No. T18276/96KZ.

Physical address: 8 Key Ridge Road, Assagay, Hillcrest.

Improvements: Brick dwelling under tile, comprising of 3 bedrooms (en-suite), bathroom/toilet, lounge, dining room and kitchen.

1. The property and the improvements thereon are sold voetstoots and without any warranties.
2. The purchaser shall pay 10% of the relevant purchase price at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within fourteen (14) days after date of sale.
3. The full conditions of sale may be inspected at the office of the Sheriff Camperdown or at Dickinson & Theunissen. Dickinson & Theunissen, Plaintiff's Attorneys, First Floor, One Simpson Place, Sunnyside Lane, Pinetown.

Case No. 3045/99

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and PETRUS JOHANNES JACOBUS CALITZ, First Defendant, and DOROTHEA CALITZ, Second Defendant

In execution of a judgment of the High Court of South Africa, Natal Provincial Division, the following immovable property belonging to the abovenamed Defendant, will be sold in execution on 5 September 2000 at 11:00, by the Sheriff of the High Court at the front steps, Magistrate's Court, Empangeni, to the highest bidder, without reserve:

1. A unit consisting of—

(a) Section No. 1, as shown and more fully described on Sectional Plan No. 325/1996 in the scheme known as Lot 11267, in respect of the land and building or buildings situated in the Richards Bay Transitional Local Council Area, of which section the floor area, according to the said sectional plan, is 214 (two hundred and fourteen) 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. ST10874/1996.

Together with an exclusive use area described as Y1 (Yard) measuring 509 (five hundred and nine) square metres, being as such part of the common property comprising the land and the scheme known as Lot 11267, in respect of the land and building or buildings situated in the Richards Bay Transitional Local Council Area as shown and more fully described on Sectional Plan No. SS325/1996, held under Certificate of Real Rights No. SK1965/96.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 11 Wagtail Walk, Richards Bay, KwaZulu-Natal.
2. The property has been improved by the construction thereon of a single storey dwelling consisting of an entrance hall, lounge, dining room, family room, three bedrooms, two and a half bathrooms, kitchen and a laundry. There are also two garages on the property.
3. The conditions of sale may be inspected at the offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritzburg Street, Pietermaritzburg, KwaZulu-Natal during normal office hours.

Dated at Pietermaritzburg on this 17th day of July 2000.

Austen Smith, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritzburg Street, Pietermaritzburg. (Ref. P. R. J. Dewes/ab/N2/R0076/B9.)

Case No. 1413/2000

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

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and SURESH GOPAUL, First Defendant, and NIRMALA GOPAUL, Second Defendant

In terms of a judgment of the above Honourable Court dated 8 June 2000 a sale in execution will be held on Friday, 1 September 2000 at the Sheriff's Office, Pietermaritzburg, 17 Drummond Street, Pietermaritzburg at 10:00, to the highest bidder without reserve:

Portion 3741 of the farm Northdale No. 14914, Registration Division FT, in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent nine hundred and ninety five (995) square metres, held by Deed of Transfer No. T18787/1998.

Physical address: 46 Woodpecker Road, Northdale, Pietermaritzburg.

The following information is furnished but not guaranteed: There are 2 houses on the property: *First house:* Lounge, 3 bedrooms, 2 bathrooms with toilets, kitchen, cement paving, cement walls on 2 sides of house and wire fencing on the other. *2nd House:* Lounge/dining room, 3 bedrooms, bathroom and toilet, kitchen, garage and outside building (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 at Pietermaritzburg, 17 Drummond Street, Pietermaritzburg.

Dated at Durban on this 21st day of July 2000.

D. H. Botha, for Strauss Daly Inc., Attorneys, 21 Aliwal Street, 1st Floor. (Ref. Mrs Radford/mg/S0026/468.); C/o Schoerie & Hayes, 391 Loop Street, Pietermaritzburg.

Case No. 3082/2000

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

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and RAJAGOPAL BALA KRISHNAN NAIDU, 1st Defendant, and MUNIAMMA NAIDU, 2nd Defendant

In pursuance of a judgment of the High Court of South Africa, Durban and Coast Local Division dated 15 May 2000 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold without reserve in execution on 4 September 2000 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, 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 5394, Tongaat (Ext. 48), Registration Division FU, situated in the North Local Council, Province of KwaZulu-Natal, in extent 475 square metres held under Deed of Transfer No. T18929/1998; situation 2 Temple Drive, Tongaat.

Improvements (not guaranteed): Single storey face brick under tile dwelling comprising of three bedrooms, kitchen, toilet, bathroom, lounge and burglar guards.

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
2. All bids will be accepted and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale.
3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys and to be furnished within fourteen (14) days after the date of the sale.
4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
5. Transfer shall be effected by the Attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes 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, Inanda Area Two, 1 Trevennen Road, Lotusville, Verulam.

Dated at Umhlanga Rocks on this 28th day of July 2000.

Gavin Gow & Pearse, Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks; P.O. Box 610, Umhlanga Rocks. [Tel. (031) 561-1011.] Service address: C/o Docex 15 Aliwal Street, Durban. (Ref. AP/kv/S1287:S0205/241.)

Case No. 24426/97

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

In the matter between FIRST NATIONAL BANK LIMITED, Plaintiff, and ZAMILE GLADNESS KHUZWAYO, First Defendant, and EMMANUEL MARUEL KHUZWAYO, Second Defendant

The following property will be sold on 29 August 2000 at 12:00, at the front entrance of the Magistrate's Court, Melmoth: Portion 10 of the farm Wilhelmina No. 6122, Registration Division GU, Province of KwaZulu-Natal, in extent five thousand and ninety five (5 095) square metres, held under Deed of Transfer T245689/1990.

Description: Mfanefile Reserve, Melmoth.

Improvements: Brick under corrugated iron roof dwelling consisting of lounge, diningroom, kitchen, 4 rooms, storeroom and passage. *Outbuildings:* Garage, 2 rooms, toilet, shower and partly built garage.

Zoning: Special Residential (nothing guaranteed).

1. The property and the improvements thereon are sold voetstoots and without any warranties.
2. The purchaser shall pay 10% of the relevant purchase price at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within fourteen (14) days after date of sale.
3. The full conditions of sale may be inspected at the office of the Sheriff's Office, 70 Main Road, Eshowe.

Dated at Durban on this 17th day of July 2000.

Livingston Leandy Incorporated, Execution Creditor's Attorneys, 10th Floor, First National Bank Building, cnr Smith & Field Streets, Durban. (Tel. 327-4012.) (Ref. Mr Pentecost/cg.)

Case No. 2523/97

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

In the matter between THE COLLECTOR OF RATES FOR THE MARGATE TRANSITIONAL LOCAL COUNCIL, Plaintiff, and I. B. MFUYWA, Defendant

In pursuance of a judgment granted by the above Honourable Court on 8 October 1999 and a warrant of execution issued pursuant thereto, the undermentioned immovable property will be sold by public auction to the highest bidder by the Sheriff of the Magistrate's Court in front of the Magistrate's Court, Port Shepstone, at 11:00, on 1 September 2000, namely:

Erf 1620, Pioneer Drive Ext. 3, Ramsgate, Registration Division ET, situated in the Margate Transitional Local Council Area and in the Ugu Regional Council Area, Province of KwaZulu-Natal, in extent 1547.0000 square metres and situated in Pioneer Drive, Ramsgate.

Improvements: Dwelling under brick and tile consisting of lounge, kitchen, 2 bedrooms and bathroom.

Material conditions of sale:

1.1 The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of sale into the trust account of the Sheriff of the Magistrate's Court.

1.2 The balance of the purchase price, shall be paid against transfer and be secured by a bank or building society guarantee, to be approved by Plaintiff Conveyancers and to be furnished to the Plaintiff's Conveyancers within 10 (ten) days after the date of sale.

2. The purchaser shall pay auctioneer's charges on the day of sale and in addition, transfer dues, costs of transfer, and arrear rates, taxes and other charges up to the date of transfer necessary to effect transfer, upon request by the Conveyancers for the Plaintiff.

3. Each property may be taken possession of immediately after payment of the initial deposit, and shall after such deposit be at the risk and profit of the purchaser.

4. Each property is sold as represented by the Title Deeds and diagram, the Sheriff of the Magistrate's Court not holding himself liable for any deficiency that may be found to exist and renouncing all excess. The property is also sold subject to all servitudes and conditions specified in the Deed of Transfer.

Kent Robinson Du Plessis, Attorneys for the Plaintiff, 3159 Boyes Lane, Margate; P.O. Box 205, Margate, 4275. [Tel. Mrs Hoffman—(039) 317-3196.]

Case No. 1107/2000

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

In the matter between ABSA BANK LIMITED, Plaintiff, and NEWSA MEADOWS DEVELOPERS CC, 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, Estcourt, in front of the Magistrate's Court, Albert Street, Estcourt, on Wednesday, 30 August 2000 at 11:00, of the following immovable property, to be sold on conditions to be read out by the auctioneer at the time of the sale:

The Rem. of Erf 1229, Estcourt which has been laid out as a Township (comprising Erven 5105 to 5157) and on which is situated a portion of the Township of Estcourt (Extension 17) including public places, Registration Division FS in the Estcourt/Wembezi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 4,7363 hectares, held by the Defendant under Certificate of Registered Title No. T31511/97.

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

1. The property's physical address is Dovetree Avenue, opposite the driveway to DeKaap Flats (2 Dove Tree Avenue, Estcourt).

2. The improvements consist of vacant land.

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, Estcourt, at 54 Richmond Street, Estcourt, Province of KwaZulu-Natal.

Dated at Pietermaritzburg on 24 July 2000.

Orelowitz Incorporated, locally represented by Venn, Nemeth & Hart Inc., Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. R. Stuart-Hill/26O00031/00.)

Case No. 28746/99

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 BENJAMIN JEFFERY DAVID, 1st Execution Debtor, and Mrs STELLA DAVID, 2nd Execution Debtor

In terms of a judgment of the above Honourable Court dated 16 August 1999, a sale in execution will be held on Tuesday, 29 August 2000 at 14:00, on the front steps of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder without reserve:

Sub. 25 of Lot 379, Springfield, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 501 (five hundred and one) square metres, now known as Portion 25 of Erf 379, Springfield, Registration Division FT, situated in the North Central Local Council Area, Province of KwaZulu-Natal, in extent 501 (five hundred and one) square metres.

Physical address: 222 Lotus Road, Springfield, Durban, 4091.

The following information is furnished but not guaranteed: Semi-detached single storey brick under asbestos dwelling consisting of lounge, 2 bedrooms, kitchen, shower and separate toilet (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoets).

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, 15 Milne Street, Durban, 4001, or at our offices.

Dated at Durban this 20th day of July 2000.

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/A0034/2050/Mrs Chetty.)

Case No. 6583/99

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

In the matter between: ABSA BANK LIMITED, Execution Creditor, and LOTS 1555 TO 1557 PORT SHEPSTONE CC No. CK 96/57277/23, 1st Execution Debtor, MUTHUSAMY KISTEN GOVENDER, 2nd Execution Debtor, KUBASHNEE GOVENDER, 3rd Execution Debtor, GOVINDASAMY POONGAVANAM GOVENDER, 4th Execution Debtor, and MUNNIAMAH GOVENDER, 5th Execution Debtor

In pursuance of a Judgment granted on the 5 May 2000 in the Court of the Magistrate in Port Shepstone and under a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday the 1st day of September 2000 at 11H00, in front of the Magistrate's Court, Port Shepstone to the highest bidder.

Description:

A certain piece of land being:

1. Lot 1555, Port Shepstone (Extension No. 8) situate in the Port Shepstone Transitional Local Council Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal.

Held by Deed of Transfer No. T 15293/97.

2. Lot 1556, Port Shepstone (Extension No. 8) situate in the Port Shepstone Transitional Local Council Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal.

Held by Deed of Transfer No. T 15294/97.

3. Lot 1557, Port Shepstone (Extension No. 8) situate in the Port Shepstone Transitional Local Council Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal.

Held by Deed of Transfer No. T 15295/97.

Lots 1555 to 1557, Port Shepstone CC No. CK96/57277/23 its Administrators and/or Assigns, is the registered owner of:

Lot 1782, Port Shepstone situate in the Port Shepstone Transitional Local Council Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 3 865 (three thousand eight hundred and sixty five) Square Metres.

Improvements:

Vacant Stand.

Town planning - zoning:

Special Residential.

Special privileges:

Nil.

Nothing is guaranteed in these respects.

Material conditions:

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

2. The Purchaser shall pay a deposit of 10% (Ten per centum) in cash or by a bank guaranteed cheque at the time of the sale, the balance against transfer to be secured by a Bank or Building Society Guarantee to be approved by the Plaintiff's attorneys to be furnished to the Court Sheriff within fourteen (14) days after the date of sale.

3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title of law.

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

Dated at Margate this 24th day of July 2000.

W. G. Robinson, for Kent Robinson Du Plessis Inc., Lot 3159, Boyes Lane (P.O. Box 1034), Margate, 4275. (Ref. Colls/RVS/A153.)

Case No. 3074/98

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

In the matter between:- PORT SHEPSTONE TLC, Execution Creditor, and T T MNYANDU, 1st Execution Debtor, and M D MNYANDU, 2nd Execution Debtor

Pursuant to a Judgment granted by the above Honourable Court on the 9th February 1999 and a warrant of execution served on the 7th April 2000, the undermentioned property will be sold by Public Auction on Friday the 8th September 2000 at 11h00 in front of the Magistrate's Court, Port Shepstone:-

Property description:

Erf 45, Merlewood, Registration Division ET, in the Port Shepstone Transitional Local Council Area and in the UGU Regional Council, Province of KwaZulu-Natal in extent 356 (three hundred and fifty six) Square metres, held under Deed of Transfer No. T17277/1994.

The property comprises the following:-

Dwelling under brick and tile consisting of 3 bedrooms, lounge, diningroom, kitchen, toilet, bath and wash basin and garage. Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance together with interest thereon calculated at the rate of 15.50% 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, Messrs Grobler and Seethal 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, Riverview Road, Sunwich Port, Port Shepstone or at the offices of the Plaintiff's attorneys.

Signed at Port Shepstone on this 17th day of July 2000.

Grobler & Seethal, Attorney for Applicant, "The Chambers", 68 Escombe Street (P.O. Box 73), Port Shepstone, 4240. (Ref. 10M386230.)

Case No. 1085/1999

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

In the matter between FERROBOND (PROPRIETARY) LIMITED, Execution Creditor, and Mr PHUMEZITHENI JAPHET MAZIBUKO, 1st Execution Debtor, and Ms ZODWA VICTORIA MAZIBUKO, 2nd Execution Debtor

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 8 March 1999, the undermentioned property will be sold in execution on the 30th August 2000 at 11:00 in front of the Magistrate's Court, Church Street, Vryheid, namely:

Subdivision 1 of Lot 551, Vryheid, situate in the Borough of Vryheid, Administrative District of Vryheid, measuring 943 square metres.

The property is improved with a tile roof dwelling consisting of lounge, diningroom, 3 bedrooms, kitchen, 1.5 bathroom and garage but nothing is guaranteed.

The conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Juris Forum Building, 153 Landdrost Street, Vryheid.

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 its 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 22% 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.
3. The purchaser shall also be liable for payment of VAT on the purchase price.

Dated at Newcastle this the 14th day of July 2000.

M Coetzee, Attorney for Execution Creditor, De Jager Steyn Maritz Inc., 4th Floor, United Building, Scott Street, Newcastle.

Case No. 13269/2000
PH 308IN THE HIGH COURT OF SOUTH AFRICA
(Transvaal Provincial Division)**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
FRANCOIS ABRAHAM BOOYSEN (ID. No. 5101215110082), Defendant**

In pursuance of a judgment granted on the 23rd June 2000, in the above Honourable Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on the 31st August 2000 at 10h00 at the office of the Sheriff of the High Court, Durban Central, at Maritime House, 8th Floor, 1 Salmon Grove, Durban, to the highest bidder:

Description:

(i) Section No. 37 as shown and more fully described on Sectional Plan No. SS270/1985 in the scheme known as Devonshire Court, in respect of the land and building or buildings situate at Durban in the Durban Entity of which section the floor area, according to the said sectional plan is 109 (one hundred and nine) 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 by Deed of Transfer No. ST26579/99.

Street address: Known as Door No. 91, Devonshire Court, 102 Victoria Embankment, Durban.

Zoned: Special Residential.

Improvements: The following information is given but nothing in this regard is guaranteed:

The improvements on the property consist of the following: Main dwelling: Single storey, comprising *inter alia*: Lounge, dining room, 2 bedrooms, bathroom, wash chamber, kitchen.

Held by the Defendant in his name under Deed of Transfer No. ST26579/99.

The full conditions may be inspected at the offices of the Sheriff of the High Court, Durban Central, at Maritime House, 8th Floor, 1 Salmon Grove, Durban.

Dated at Pretoria on this the 19th day of July 2000.

S Smit, Newtons, Plaintiff's Attorneys, 16th Floor, Volkskas Centre, 230 Van der Walt Street, Pretoria. [Tel. (012) 320-6868/Telefax (012) 320-6892.] (Ref. 100415/S Smit/lvw.)

Case No. 425/2000

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)**In the matter between FIRSTRAND BANK LTD (formerly known as FIRST NATIONAL BANK OF SA LTD), Plaintiff, and
MICHAEL LESLIE POSKITT, First Defendant, and AMANDA ANTHONY POSKITT, Second Defendant**

In pursuance of a judgment of the High Court, Durban, dated 28th February 2000 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, Port Shepstone, on the 4th September 2000 at 10h00 at the steps of the Magistrate's Court, Port Shepstone, without reserve:

Property description: Lot 1959, Margate (Extension No. 3), situate in the Borough of Margate and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 015 (one thousand and fifteen) square metres, held under Deed of Transfer No. T10836/94, subject to the conditions therein contained.

Physical address: 100 Tedder Avenue, Margate.

Zoning: Special Residential.

Improvements (but nothing is guaranteed): It is a single storey dwelling under tile roof consisting of 3 bedrooms, lounge, dining room, study, kitchen, 2 toilets, shower, 2 bathrooms & 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 of the High Court, 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, 16 Bisset Street, Port Shepstone.

Dated at Durban this 19th day of July 2000.

Woodhead Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Ref. CSS/LP/15F4683A9.)

Case No. 1059/2000

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

**In the matter between BOE BANK LIMITED, Plaintiff, and ASHLEY MAHENDRA SOOKALOO, First Defendant, and
MICHAEL VINAY SOOKALOO, Second Defendant**

In pursuance of a judgment granted on the 8th day of June 2000, in the High Court of South Africa (Durban and Coast Local Division) and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution, by public auction, to the highest bidder for cash by the Sheriff of the High Court, Durban South at 8th Floor, Maritime House, Salmon Grove No. 1, Durban, on 31 August 2000 at 10h00, or so soon thereafter as possible:

Address of dwelling: 10 Protea Road, Isipingo Hills.

Description: Erf 1357, Isipingo (Extension No. 7), Registration Division FT, in the South Local Council "Isipingo Entity" area, Province of KwaZulu-Natal, in extent nine hundred and forty two (942) square metres.

Improvements: House of brick under tiled roof with 5 bedrooms [one en suite with bath, basin & toilet (tiled floor)], 2 bathrooms with bath & toilet (tiled floor), lounge (parquet floor), diningroom (parquet floor) and kitchen with fitted cupboards (tiled floor).

Material conditions:

1. Nothing in the above is guaranteed.
2. The sale shall be subject to the terms and conditions of the High Court Act, and the rules made thereunder.
3. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price and the commission plus VAT due to the Sheriff of the High Court (hereinafter referred to as "the Sheriff") immediately after the sale or such extended period as may be agreed with the Sheriff and the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorneys, to be furnished to the Sheriff within twenty one (21) days after the date of sale.
4. The purchaser shall be liable for payment of interest to the Execution Creditor at the rate of 14,50% per annum on the respective amounts of the award to the Execution Creditor on the plan of distribution as from the date of the sale to date of transfer.

5. The property is to be sold as it stands, that is voetstoots, and without any warranties whatsoever.

The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Durban South.

Dated at Durban this 19th day of July 2000.

Mooney Ford & Partners, Execution Creditor's Attorneys, 7th Floor, Permanent Building, 343 Smith Street, Durban. (Ref. J P Cox/tp/N4216.)

Case No. 612/00

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

In the matter between ABSA BANK LTD, Execution Creditor, and M.H.E. OELOFSEN, Execution Debtor

In pursuance of a judgment granted on 23 May 2000 in the Magistrate's Court for the District of Glencoe, held at Glencoe and a writ of execution thereunder, the immovable property described infra shall be sold in execution on Friday, 1 September 2000 at 09h00, at the Magistrate's Court, Justice Lane, Glencoe, to the highest bidder:

1. *Description:* A certain piece of immovable property being Erf 388 (Extension No. 5), Glencoe, Registration Division GT, in the Glencoe Transitional Local Council Area, and in the Thukela Joint Services Area, Province of KwaZulu-Natal, in extent one thousand three hundred and thirty eight thousand square metres, 18 Second Avenue, Glencoe, 2930.

2. Zoning: Residential.

2.1 The following information regarding the property is supplied but not guaranteed:

Improvements: Brick under corrugated iron, precast wall, lounge, dining room, 4 bedrooms (main bedroom with en-suite bathroom), bathroom, separate toilet and kitchen. *Outbuildings:* Outside room with toilet and double garage.

3. Material conditions:

3.1 The sale shall be subject to the Magistrate's Court Act and the rules made thereunder.

3.2 The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash, or by a bank guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank, building society guarantee, to be approved by the Execution Creditor's Attorney, to be furnished to the Magistrate's Court Sheriff, within 14 (fourteen) days after the date of sale.

3.3 If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, 55 Celle Street, Glencoe, and Telephone Nr 3932718.

Dated at Dundee this 12th day of July 2000.

Hellberg, Thöle & Van Rensburg, 66 Gladstone Street, PO Box 230, Dundee, 3000. (Tel. 034 2124507.) (Ref. Rolf W Hellberg/03/M360/026.)

Case No. 18917/99

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

In the matter between FERNSIDE BODY CORPORATE, Plaintiff, and J A DLADLA, Defendant

In pursuance of a judgment granted on the Defendant on the 7th of June 1999 in the Magistrate's Court of Durban and under a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on Thursday, 31 August 2000 at 10h00, at 8th Floor, Maritime House, corner of Salmon Grove and Victoria Embankment, Durban:

Description:

(a) Section No. 9 as shown and more fully described on Sectional Plan No. SS105/81 in the scheme known as Fernside in respect of the land and building or buildings situate at Durban, Durban Entity 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.

Physical address: 24 Fernside, 43 Montclair Road, Montclair, Durban, 4061.

Improvements: One and half bedroom, kitchen with fitted cupboards, lounge and diningroom combined, bathroom basin and toilet combined.

Nothing in the above is guaranteed.

The purchaser shall be required to pay ten percent (10%) deposit of the purchase price and the auctioneer's commission plus VAT thereon 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 fourteen (14) days after date of sale.

The aforesaid shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff, Durban South, 101 Lejaton, 40 St Georges Street, Durban.

Dated at Durban on this 14th day of July 2000.

J H Nicolson, Stiller & Geshen, Plaintiff's Attorneys, 11th Floor, Fedsure House, 320 Smith Street, Durban. [Tel. (031) 3049751.] (Ref. GCW/LSS/jm/F144/1.)

Case No. 8404/97

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

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and DUMISANI DIKILA NGUBANE, Defendant

In pursuance of judgment granted on 30 March 1998 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 30 August 2000 at 10h00, at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: Unit 711, Kwadabeka E, Registration Division FT, situate in the Inner West City Council Area, Province of KwaZulu-Natal, in extent 318 m², held by Deed of Transfer No. TF.625/1995.

Physical address: Unit 711, Kwadabeka E.

Improvements: A single storey brick/block plaster under concrete tile dwelling (75 m²) consisting of:

3 bedrooms, diningroom, lounge, wc, kitchen and bathroom. Municipal electricity, water supply and sanitation: Local authority.

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

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

2. The purchaser, except where the purchaser is the Execution Creditor, shall pay a deposit of ten per cent of the purchase price immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee, to be incorporated, 21 Aliwal Street, Durban, to be furnished to the Sheriff for the Magistrate's Court within 14 days of the date of the sale.

The full conditions may be inspected at the offices of the Sheriff, Pinetown, No. 2 Samkit Centre, 62 Caversham Road, Pinetown or at the offices of Strauss Daly Inc.

Dated at Durban this 12 July 2000.

S M Ntsibande, for Strauss Daly Inc., Plaintiff's Attorneys, 1st Floor, 21 Aliwal Street, Durban. (Ref. Mrs Jarrett/KFC3/547/ma.)

Case No. 24887/99

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

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and BHUNU DANIEL KUBHEKA, First Defendant, and NOMPUMELELO GLENROSE REJOICE KUBHEKA, Second Defendant

In pursuance of a judgment granted on 11 February 2000 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 30 August 2000 at 10h00, at the Front Entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: Erf 256, Thornwood, Registration Division FT, situate in the Inner West City Council Area, Province of KwaZulu-Natal, in extent 525 m² held by Certificate of Ownership No. TE.9078/1993.

Physical address: Site 256, Thornwood, Pinetown.

Improvements: A single storey brick/block under iron roof building (commercial shop) (80 m²) with verandah (12 m²), municipal electricity—ready board, water supply—stand pipe and sanitation, pit latrine. *Improvements:* Security gates and guards, wire fencing. Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.

2. The purchaser, except where the Purchaser is the Execution Creditor, shall pay a deposit of ten per cent of the purchase price immediately after the sale, and the balance against Transfer to be secured by a Bank or Building Society Guarantee, to be incorporated, 21 Aliwal Street, Durban, to be furnished to the Sheriff for the Magistrate's Court within 14 days of the date of the sale.

The full conditions may be inspected at the offices of the Sheriff, Pinetown, No. 2 Samkit Centre, 62 Caversham Road, Pinetown, or at the offices of Strauss Daly Inc.

Dated at Durban this 13 July 2000.

S M Ntsibande, for Strauss Daly Inc., Plaintiff's Attorneys, 1st Floor, 21 Aliwal Street, Durban. (Ref. Mrs Jarrett/KFC3/598/ma.)

Case No. 2136/00

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

In the matter between BOE BANK LIMITED, Plaintiff, and YANASAGARAN SHUNMUGAM NALIMUTHU, Defendant

In terms of a judgment of the above Honourable Court dated the 12 May 2000, a sale in execution will be held on 30 August 2000 at 10h00, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder, without reserve:

Description: A unit consisting of:—

(a) Section No. 25, as shown and more fully described on Sectional Plan No. SS260/1987, in the scheme known as Shannon Gardens, in the land and building or buildings, situate in Reservoir Hills in the Inner West City Council Area, of which section the floor area, according to the said Sectional Plan is seventy six (76) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said Sectional Plan. Held under Deed of Transfer No. ST919/1997.

Physical address: Unit 25, Shannon Gardens, Pampaly Way, Reservoir Hills.

The following information is furnished but not guaranteed: *Improvements:* Flat dwelling consisting of lounge, diningroom, kitchen, 3 bedrooms, 2 rooms with b.i.c., bathroom with toilet, brick fencing and tarmac driveway.

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

Dated at Durban this 7th day of July 2000.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, cnr Smith & Field Streets, Durban. (Ref: Mr G A Pentecost/CG.) (Tel: 327-4012.)

Case No. 3442/99

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and R E VAN ZYL, 1st Defendant,
and R M VAN ZYL, 2nd Defendant**

Pursuant to an Order of the High Court of South Africa (Natal Provincial Division), Pietermaritzburg, dated 22 November 1999, and writ of execution dated 30 November 1999, the following property registered in the name of the Defendants will be sold by public auction to the highest bidder on Friday, the 1st day of September 2000 at 11h00, at the Sheriff's Sales Room, estimated 6 km from Cato Ridge, on the Old Main Road between Cato Ridge and Inchanga (between Sandop and Inchanga Village), KwaZulu-Natal, namely:

Property description: Lot 65, Drummond (Ext No. 1, situate in the Drummond Health Committee Area, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 2 083 square metres, held under Deed of Transfer No. T4635/88.

Physical address: 65 Valley Drive, Drummond, KwaZulu-Natal.

Improvements: Dwelling under brick & tile consisting of entrance hall, lounge, diningroom, study, kitchen, 3 bedrooms, shower with toilet, bathroom with shower and separate toilet. *Outbuildings:* Double garage, utility room and shower and toilet.

Conditions of sale: The property will be sold to the highest bidder on the conditions laid down in the conditions of sale, which may be perused at the offices of the Sheriff at Camperdown, or at the offices of the Plaintiff's Attorneys, Pinetown.

Dated at Pinetown this 11th day of July 2000.

Geysler, Liebetrau, Du Toit & Louw, Plaintiff's Attorneys, 7 Greathead Lane, Pinetown. [Tel: (031) 702-0331/2.] [Fax: (031) 702-0010.] (Ref: ATK/BC/T815.) C/o Geysler, Liebetrau, Du Toit & Louw, 380 Loop Street, Pietermaritzburg.

Case No. 2506/00

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Execution Creditor,
and AARON DINGINDAWO NGCOBO, Execution Debtor**

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 8 June 2000, Unit No. 7917, Unit E, Madadeni, Registration Division HT, in the Newcastle Transitional Council Area, Province of KwaZulu-Natal, 571 (five hundred and seventy-one) square metres will be sold in execution on 30 August 2000 at 10:00, at the front entrance of the Magistrate's Court, Newcastle:

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 Newcastle.

The Conditions are mainly the following:

(1) The purchase price shall be paid in cash or by a bank guaranteed cheque immediately after conclusion of the auction, unless otherwise agreed with the Judgment Creditor on the date of sale.

(2) The property is sold voetstoots and subject to the conditions of the Deed of Grant.

Dated at Newcastle this 29 day of June 2000.

J.M. David, for Southey's Incorporated, 80 Harding Street, Newcastle.

Case No. 8681/98

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 ISMAIL SULEMAN VALODIA, First Defendant, and SHIREEN VALODIA, 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 at 12.00 am on Thursday, the 31st August 2000, to the highest bidder without reserve:

Remainder of Sub 38, of Lot 22, Duiker Fontein, situate in the City of Durban, Administrative District of Natal, in extent 1 250 (one thousand two hundred and fifty) square metres, held under Deed of Transfer No. T14617/1976.

Physical address: 185 Park Station Road, Greenwood Park, Durban, Natal.

Zoning: Special Residential.

The property consists of the following: Single storey brick under tile roof dwelling, comprising 2 living rooms, 3 bedrooms, bathroom, verandah, kitchen, toilet. Outbuildings comprise garage, bathroom, servants room.

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, Office and Sales Room, 15 Milne Street, Durban, Natal.

Dated at Durban this 20th day of July 2000.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J A Allan/S.12655/Dorette.)

Case No. 8536/96

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and MANDLENKOSI ARTWELL HLENGWA, Defendant

In terms of a judgment of the above Honourable Court dated the 7th April 1997, a sale in execution will be held at 10h00 on Thursday, the 31st day of August 2000 at 8th Floor, Maritime House, 1 Salmon Grove, Durban, to the highest bidder without reserve:

Erf 2048, Isipingo (Extension 14), Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent 977 (nine hundred and seventy seven) square metres. Held by Deed of Transfer Number T13200/1991.

Physical address: 24 Wistaria Road, Isipingo Hills.

Improvements: The following information is furnished but not guaranteed: Brick under tile dwelling consisting of: Entrance hall, lounge, diningroom, family room, 3 bedrooms, kitchen, bathroom/toilet, toilet/shower and separate toilet, 2 garages. 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 this the 19th day of July 2000.

D H Botha, for Strauss Daly Inc., Plaintiff's Attorney, 21 Aliwal Street, 1st Floor. (Ref. Mrs R van Heerden/ct/A0036/903.)

Case No. 1328/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and THANDUKWAZI JOSEPH NENE, 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, New Hanover, at New Hanover Magistrate's Court, Greytown Road, New Hanover on Thursday, 31 August 2000 at 11h00, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

Portion 5 of the farm New Hanover No 10076, Registration Division FT, in the New Hanover Transitional Local Council Area, Province of KwaZulu-Natal, in extent 9 722 square metres, held by the Defendant under Deed of Transfer No T24561/94.

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

1. *The property's physical address is:* Portion 5 of the farm New Hanover, Blomeyer Lane, New Hanover, KwaZulu-Natal.
2. *The improvements consist of:* A double storey freestanding dwelling constructed of brick under tile, consisting of a lounge, dining-room, 3 bedrooms, kitchen, bathroom, shower, 2 toilets and study, with a single storey outbuilding constructed of brick under corrugated iron consisting of 2 garages. The property is fenced with wire mesh.
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, New Hanover, at 2 Ross Street, Dalton, Province of KwaZulu-Natal.

Dated at Pietermaritzburg on 26th day of July 2000.

Venn, Nemeth & Hart Inc., Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. R Stuart-Hill/26S0548/00.)

Case No. 1850/97

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

**In the matter between THE COLLECTOR OF RATES FOR THE MARGATE TRANSITIONAL LOCAL COUNCIL, Plaintiff,
and KLUB VELALANGA CC, Defendant**

In pursuance of a Judgment granted by the above Honourable Court on the 2nd of February 1998 and a Warrant of Execution issued pursuant thereto, the undermentioned immovable property will be sold by Public Auction to the highest bidder by the Sheriff of the Magistrate's Court in front of the Magistrate's Court, Port Shepstone at 11h00 on the 1st day of September 2000 namely:

Erf 47, Ramsgate, Registration Division ET, situated in the Margate Transitional Local Council Area and in the Ugu Regional Council Area, Province of KwaZulu-Natal, in extent 2081.0000 square metres and situated in Marine Drive, Ramsgate.

Improvements: Split level dwelling under brick and asbestos consisting of 4 interleading flats. *Flat No 1:* Main en suite, open plan dining-room/kitchen, bar, lounge, study and jacuzzi area, wooden patio, bathroom and bedroom. *Flat No 2:* Open plan lounge/kitchen & dining area, 2 bedrooms, 2 showers/toilets & wash basin. *Flat No. 3:* Bedroom, bathroom and kitchen. *Flat No. 4:* (Basement flat) kitchen/dining-room & bedroom area and bathroom.

Material conditions of sale:

1.1 The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of sale into the Trust account of the Sheriff of the Magistrate's Court.

1.2 The balance of the purchase price, shall be paid against transfer and be secured by a bank or building society guarantee, to be approved by Plaintiff Conveyancers and to be furnished to the Plaintiff's Conveyancers within 10 (ten) days after the date of sale.

2. The purchaser shall pay auctioneer's charges on the day of sale and in addition, transfer dues, costs of transfer, and arrear rates, taxes and other charges up to the date of transfer necessary to effect transfer, upon request by the Conveyancers for the Plaintiff.

3. Each property may be taken possession of immediately after payment of the initial deposit, and shall after such deposit be at the risk and profit of the purchaser.

4. Each property is sold as represented by the Title Deeds and diagram, the Sheriff of the Magistrate's Court not holding himself liable for any deficiency that may be found to exist and renouncing all excess. The property is also sold subject to all servitudes and conditions specified in the Deed of Transfer.

Kent Robinson Du Plessis, Attorneys for the Plaintiff, 3159 Boyes Lane, Margate; P O Box 205, Margate, 4275. [Tel. Mrs Hoffman (033) 317-3196.]

Case No. 1284/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

**In the matter between THE STANDARD BANK OF S.A. LIMITED, Plaintiff and
ESTATE LATE KHULEKANI WALTER MTHIMKHULU, 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 the 30th August 2000 at 11:00 a.m. in front of the Magistrate's Court, Church Street, Vryheid to the highest bidder:

Property description: Lot 1659, Bhekuzulu, situated in the Vryheid Transitional Local Council Area, Administrative District of Vryheid, Province of KwaZulu-Natal, in extent 299 (two hundred and ninety-nine) square metres, held under Deed of Transfer No. T179/96.

Postal address: 1659, New Age Bhekuzulu Township, Vryheid, KwaZulu-Natal.

Improvements: The property has been improved by the construction of single storey brick under tile roof dwelling comprising of living-room, 3 bedrooms, bathroom and kitchen.

Nothing is guaranteed in respect of the above.

The full Conditions of Sale may be inspected at the Office of the Sheriff, Juris Forum Building, 153 Landdrost Street, Vryheid and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 26th day of July 2000.

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/G0227/00.)

Case No. 2598/97

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

In the matter between THE COLLECTOR OF RATES FOR THE MARGATE TRANSITIONAL LOCAL COUNCIL, Plaintiff, and N N NGWENDU, Defendant

In pursuance of a Judgment granted by the above Honourable Court on the 21st of November 1997 and a Warrant of Execution issued pursuant thereto, the undermentioned immovable property will be sold by Public Auction to the highest bidder by the Sheriff of the Magistrate's Court, Port Shepstone at 11h00 on the 1st day of September 2000 namely:

Erf 1818, Ramsgate, Registration Division ET, situated in the Margate Transitional Local Council Area and in the Ugu Regional Council Area, Province of KwaZulu-Natal, in extent 1540.0000 square metres and situated in Pioneer Drive, Ext. 3, Ramsgate.

Improvements: Dwelling under brick and tile consisting of lounge, kitchen, 3 bedrooms and bathroom.

Material conditions of sale:

1.1 The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of sale into the Trust account of the Sheriff of the Magistrate's Court.

1.2 The balance of the purchase price, shall be paid against transfer and be secured by a bank or building society guarantee, to be approved by Plaintiff Conveyancers and to be furnished to the Plaintiff's Conveyancers within 10 (ten) days after the date of sale.

2. The purchaser shall pay auctioneer's charges on the day of sale and in addition, transfer dues, costs of transfer, and arrear rates, taxes and other charges up to the date of transfer necessary to effect transfer, upon request by the Conveyancers for the Plaintiff.

3. Each property may be taken possession of immediately after payment of the initial deposit, and shall after such deposit be at the risk and profit of the purchaser.

4. Each property is sold as represented by the Title Deeds and diagram, the Sheriff of the Magistrate's Court not holding himself liable for any deficiency that may be found to exist and renouncing all excess. The property is also sold subject to all servitudes and conditions specified in the Deed of Transfer.

Kent Robinson Du Plessis, Attorneys for the Plaintiff, 3159 Boyes Lane, Margate; P O Box 205, Margate, 4275. [Tel. Mrs Hoffman (039) 317-3196.]

Case No. 813/2000

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

In the matter between ABSA BANK LIMITED, Plaintiff, and HEINO LOTHAR MEYER, 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, to the highest bidder on Wednesday, 30 August, 2000 at 11h00 at the Magistrate's Court, Church Street, Vryheid to the highest bidder, namely:

1. (a) *Deeds office description:* Subdivision 1 of Erf 996, Vryheid, Registration Division HT, in the Vryheid Transitional Local Council Area, Administrative District of Vryheid, Province of KwaZulu-Natal, in extent 2 296 (two thousand two hundred and ninety-six) square metres.

(b) *Property description not warranted to be correct:* Residential dwelling together with outbuildings. 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, Hlobane Street, Vryheid, 3100.

Messrs Uys & Partners Attorneys, Jurisforum Building, 153, Landdrost Street, Vryheid, 3100.

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

**In the matter between TRANSNET LIMITED (formerly known as SOUTH AFRICAN TRANSPORT SERVICES), Plaintiff,
and KOLIWE CELEMA MDLUNGU, Defendant**

In pursuance of a Judgment in the High Court of South Africa, Durban and Coast Local Division, dated the 23rd of May 2000, the following immovable property belonging to the above-named Defendant, will be sold in execution on the 30th of August 2000 at 10h00, at the front entrance to the Magistrates Court, 22 Chancery Lane, Pinetown, to the highest bidder, without reserve:

A unit consisting of:—

(a) Section No. 3, as shown and more fully described on Sectional Plan No. SS116/86, in the scheme known as The Crofters, in respect of the land and building or buildings, situate at Inner West City Council Area, of which section the floor area, according to the said Sectional Plan is 70 (seventy) 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 Number ST17892/1995, dated the 7 November 1995.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is physically situate at Flat 3, The Crofters, Lilyvale Road, Pinetown.
2. The property is a flat comprising of lounge/diningroom, kitchen with built-in cupboards, 2 bedrooms, with built-in cupboards, family bathroom, passage. The complex is well maintained all round, with adequate security.

Other improvements: Garage, garden/lawn, paving/driveway, boundary walls (brick).

3. The sale shall be without reserve, and the property shall be sold subject to the conditions of sale and voetstoots to the highest bidder.

4. The Purchaser shall pay 10% of the purchase price plus 5% Sheriff's commission on the first R30 000,00 of the purchase price and 3% on the balance with a maximum of R7 000,00 and a minimum of R30 000,00 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.

5. 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.

6. The conditions of sale may be inspected at the offices of the Sheriff, Pinetown, No 2 Samkit Centre, 62 Caversham Road, Pinetown, and at the offices of Thorpe & Hands, Suite 2522, 320 West Street, Durban, KwaZulu-Natal, during normal office hours.

Dated at Durban this 24th day of July 2000.

Thorpe & Hands, Plaintiff's Attorney, Suite 2522, 320 West Street, Durban. (Ref: Mr K Walker/pi/08/T369/014.)

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

**In the matter between FIRST NATIONAL BANK LIMITED, Plaintiff, and MAHOMED SULEMAN MOOLA, 1st Defendant,
and RABIA SULEMAN MOOLA, 2nd Defendant**

The following property will be sold on the 29 August 2000 at 14h00, on the front steps of the Magistrate's Court, Somsteu Road, Durban:

Description: Portion 29 (of 14) of Erf 248, Durban North, Registration Division FU, situate in the Durban Entity, Province of KwaZulu-Natal, in extent one thousand two hundred and eighteen (218) square metres, held under Deed of Transfer No. T26853/1992.

Improvements: Brick under tile dwelling consisting of open diningroom/lounge, passage, kitchen, laundry, 3 bedrooms (1 en-suite), fully tiled toilet, fully tiled bathroom with shower & toilet, attic, rear verandah & 2 cellar rooms. Brick wall in front & precast on 1 side of property, swimming pool.

Zoning: Special Residential (nothing guaranteed).

1. The property and the improvements thereon are sold "voetstoots" and without any warranties.
2. The Purchaser shall pay 10% of the relevant purchase price at the time of the sale, the balance against transfer to be secured by an acceptable Bank or Building Society Guarantee to be furnished within fourteen (14) days after date of sale.

3. The full conditions of sale may be inspected at the office of the Sheriff's Office, 115 Milne Street, Durban.

Dated at Durban this 21st day of July 2000.

Livingston Leandy Incorporated, Execution Creditor's Attorneys, 10th Floor, First National Bank Building, cnr Smith & Field Streets, Durban. (Ref: Mr Pentecost/cg.) (Tel: 327-4012.)

Case No. 2903/99

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 M & S A NXUMALO, Execution Debtor**

Pursuant to a Judgment in the above Honourable Court and a warrant of execution dated 9th June 2000, a sale by Public Auction will be held in front of the Magistrate's Court, Church Street, Vryheid, on Wednesday, the 30th day of August 2000 at 11h00, whereby the following property will be sold to the highest bidder, namely:

Erf 1674, Vryheid, Registration Division HT, Vryheid Transitional Local Council Area, Province of KwaZulu-Natal, in extent 1 056 (one nul five six) square metres. Also better known as 8 Pine Street, Lakeside, Vryheid.

Consisting of west facing brick house under tile roof, lounge, dining room & T.V. room, 3 bedrooms with built in cupboards, main bedroom with full bathroom, all fully carpeted, full bathroom, kitchen with built in cupboards and zinc, fenced.

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 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 21st of July 2000.

J S Louw, for Cox & Partners, Plaintiff's Attorneys, Standard Bank Building, cnr Market & High Streets, Vryheid.

Case No. 2168/2000

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

**In the matter between FIRST NATIONAL BANK LIMITED, Plaintiff, and MANICKUM PILLAY, 1st Defendant,
and MARAGATHAM PILLAY, 2nd Defendant**

The following property will be sold in execution on the 1 September 2000 at 10h00, at the front entrance of the Magistrate's Court Building at King Shaka Street, kwaDuguza/Stanger, by the Sheriff of the High Court, Stanger, to the highest bidder:

Description: Portion 39 (of 9) of Erf 439, Tongaat, Registration Division FU, situate in the Tongaat Entity, Province of KwaZulu-Natal, in extent nine hundred and forty nine (949) square metres, held under Deed of Transfer No. T12419/1976.

Physical address: 25 Saib Drive, Fairbreeze, Tongaat.

The following information is furnished but not guaranteed: *Improvements:* Flat roof brick dwelling consisting of lounge, TV room, diningroom, kitchen, scullery, bathroom, 3 bedrooms (main en-suite and dressing room), garage. Property fenced with precast wall.

The sale shall be subject to the terms and conditions of the High Court Act and the rules made thereunder, and the Purchaser (other than the execution creditor), shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The full conditions of sale which may be inspected at the office of the Sheriff, 116 King Shaka Street, Stanger.

Dated at Durban this 24th day of July 2000.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, cnr Smith & Field Streets, Durban. (Ref: Mr G A Pentecost/CG.) (Tel: 327-4012.)

Case No. 986/98

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and
MZWANDILE GOODMAN HADEBE, Defendant**

In pursuance of judgment granted on 8 September 1998, in the Umlazi Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 30 August 2000 at 10h00, at the South Entrance to the Magistrate's Court, Umlazi, to the highest bidder:

Description: Unit 198, Umlazi Z, Registration Division FT, in the Durban Metro-South Central Area, Province of KwaZulu-Natal, in extent 1 244 m², held by Deed of Grant No. TG.2490/1984KZ.

Physical address: Ownership Unit No. Z 198, Umlazi.

Improvements: A double storey block/plaster under concrete tile dwelling (137,5m²) consisting of 5 bedrooms, lounge/diningroom, 3 bedrooms, double garage (40,75m²), carport. Municipal electricity, water supply and sanitation: Local Authority. *Improvements:* Verandah (16,2m²), walling and concrete driveway.

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

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.

3. The Purchaser, except where the Purchaser is the Execution Creditor, shall pay a deposit of ten per cent of the purchase price immediately after the sale, and the balance against Transfer to be secured by a Bank or Building Society Guarantee, to be approved by the Plaintiff's Attorneys, Strauss Daly Incorporated, 21 Aliwal Street, Durban, to be furnished to the Sheriff for the Magistrate's Court, within 14 days of the date of the sale.

The full conditions may be inspected at the offices of the Sheriff, Umlazi, V 1030, Room 4, Umlazi, or at the offices of Strauss Daly Inc.

Dated at Durban this 26 July 2000.

S M Ntsibande, for Strauss Daly Inc., Plaintiff's Attorney, 1st Floor, 21 Aliwal Street, Durban. (Ref. Mrs Jarrett/KFC1/1111/ma.)

Case No. 1822/99

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

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and JABULANI WELCOME CEBEKHULU, Defendant

In pursuance of a judgement granted on 31 March 2000 in the Umlazi Magistrate's Court and under a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution on 30 August 2000, at 10h00, at the South Entrance to the Magistrate's Court Umlazi, to the highest bidder:

Description: Unit 1330, Umlazi U, Registration Division FT, situated in the Outer West Local Council Area, Province of KwaZulu-Natal, in extent 416 m² held by Deed of Grant No. TG4060/1984KZ.

Physical address: Ownership Unit No. U1330, Umlazi.

Improvements: A single storey brick/block plastered under asbestos roof dwelling (54 m²) consisting of: 2 bedrooms, lounge, kitchen, bathroom. Municipal electricity, water supply and sanitation: Local authority. *Improvements:* Sanitary fittings and security guards.

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

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

2. The Purchaser, except where the Purchaser is the Execution Creditor, shall pay a deposit of ten per cent of the purchase price immediately after the sale, and the balance against Transfer to be secured by a Bank or Building Society Guarantee, to be approved by the Plaintiff's attorneys, Strauss Daly Incorporated, 21 Aliwal Street, Durban, to be furnished to the Sheriff for the Magistrate's Court within 14 days of the date of the sale.

The full conditions may be inspected at the offices of the Sheriff, Umlazi, V1030, Room 4, Umlazi or at at the offices of Strauss Daly Inc.

Dated at Durban this 26 July, 2000.

S M Ntsibande, for Strauss Daly Inc., Plaintiff's Attorneys, 1st Floor, 21 Aliwal Street, Durban. (Ref. Mrs Jarrett/KFC1/1318/ma.)

Case No. 182/2000

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MTONJANENI HELD AT MELMOTH

In the matter between FIRSTRAND BANK LIMITED previously known as FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and JOHAN FOURIE DOUGLAS, 1st Defendant, and THERESA ROBERTA-ANN DOUGLAS, 2nd Defendant

In pursuance of a judgment granted on the 22nd May 2000 in the above Court, and a Writ of Execution issued thereafter, the immovable property listed hereunder shall be sold in Execution, to the highest bidder on the 29th day of August 2000 at 12h00 at the Magistrate's Court, Melmoth.

1. (a) *Deeds office description:* Sub 1 of Lot 4, Melmoth, situated in the Melmoth Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1,5472 (one comma five four seven two) square metres.

1. (b) *Street address*: Sub 1 of Lot 4 Melmoth.

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, one dressing-room, one bathroom/shower/toilet and an outbuilding consisting of a double carport.

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, Osborne Road, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 27th day of July 2000.

Schreiber Smith Attorneys, Yellowwood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/ha/09/F9016/00.)

Case No. 10810/99

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

In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and MESHACK SKHUMBUZO LUBANYANA, 1st Defendant, and LINDOKUHLE PRIMROSE LUBANYANA, 2nd Defendant

1. The following property shall be sold by the Sheriff for the High Court, Port Shepstone on the 4th day of September 2000 at 10h00, in front of the Magistrates Court, Courthouse Road, Port Shepstone, to the highest bidder without reserve:

Site No 1046, situated in the Township of Gamalakhe A, Registration Division ET and in the Margate Entity, Province of KwaZulu-Natal, in extent 372 square metres and held by Defendants under Deed of Grant No TG00858/88KZ and having physical address at Road 18, House 1046, Gamalakhe A, Margate, KwaZulu-Natal; and which, without anything being warranted thereby, is zoned residential and is improved by dwelling comprising lounge, kitchen, 3 bedrooms, bathroom and 2 w.c.'s.

2. The sale is voetstoots and the successful bidder is to pay on conclusion of the sale in cash or by bank-guaranteed cheque a deposit of 10% of the price, plus the Sheriff's charges, (being 5% on the first R30 000 of the price and 3% on the balance, - plus VAT).

The full conditions of Sale may be inspected at the office of the said Sheriff at 16 Bisset Street, Port Shepstone (Ph. 0396-813303).

Dated at Durban this 20th day of July 2000.

J M Koch, for John Koch & Company, Plaintiff's Attorney, Suite 709, 7th Floor, First National Bank Building, cnr Smith and Field Streets, Durban/F3228.

Case No. 3605/2000

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

In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and SASTRIE NAIDOO, 1st Defendant, and NEELAMMA NAIDOO, 2nd Defendant

1. The following property shall be sold by the Sheriff for the High Court, Inanda 2 on the 4th day of September 2000 at 09h00 outside the entrance of the Magistrates Court, Moss Street, Verulam to the highest bidder without reserve: Lot 3114, Tongaat (extension No 25) situate in the Township of Tongaat, Administrative District of Natal in extent 342 square metres held by Defendants under Deed of Transfer No T37593/93 and having physical address at 30 Ardborg Avenue, Belvedere, Tongaat, KwaZulu-Natal; and which, without anything being warranted thereby, is zoned special residential 2 and is improved by a dwelling comprising lounge; study; 2 bedrooms; kitchen; bathroom and w.c.

2. The sale is voetstoots and the successful bidder is to pay on conclusion of the sale in cash or by bank guaranteed cheque a deposit of 10% of the price, plus the Sheriff's charges, (being 5% on the first R30.000,00 of the price and 3% on the balance, - plus VAT). The full conditions of Sale may be inspected at the office of the Sheriff Inanda 2, 1 Trevennen Road, Lotusville, Verulam. (Ph 0325-337387).

Dated at Durban this 20th day of July 2000.

John Koch & Company, Plaintiff's Attorney, First National Bank Building, corner of Smith and Field Streets. (Ref. Durban/f3323.)

Case No. 1041/2000

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and SERVINAN SATHIANANTHAN NAICKER,
First Defendant, and COLLEEN BELINDA RAMETHA NAICKER, 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 Defendants, will be sold in execution on the 1st day of September 2000 at 9:30am at the Sheriff's Office, 17 Drummond Street, Pietermaritzburg, KwaZulu-Natal to the highest bidder for cash, without reserve:

Portion 383 of Erf 252 of the Farm Northdale No. 14914, Registration Division FT, in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 348 (three hundred and forty eight) square metres held under Deed of Transfer No. T39874/99.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situate in 26 Larkspur Road, Northdale, Pietermaritzburg, KwaZulu-Natal.
2. The property has been improved by the construction thereon of a concrete block under asbestos building consisting of a lounge, 3 bedrooms, a kitchen, a bathroom/water closet and the outbuildings is a store.
3. The Conditions of Sale may be inspected at the aforesaid offices of the Sheriff, Pietermaritzburg and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, KwaZulu-Natal during normal office hours.

Dated at Pietermaritzburg this 1st day of August 2000.

Austen Smith, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. R. N. Scott/ls/D2/A0410/00.)

Case No. 4882/95

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

**In the matter between: FIRST NATIONAL BANK OF S A LTD, Plaintiff, and
M J KUBHEKA trading as UMUZIWETHU LIQUOR STORE, Defendant**

In pursuance of a judgment of the Court of the Magistrate of Newcastle, and a writ of execution dated 28 June 2000, the property described as Unit 948, Osizweni will be sold in execution on 6 September 2000 at 10h00 at the front entrance of the Magistrate's Court, Murchison Street, Newcastle.

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 by 10% in cash immediately and the unpaid balance, together with interest thereupon at the rate of 15.5% subject to variation in terms of the rates charged by the plaintiff from time to time reckoned from the date hereof, shall be paid or secured by a bank guarantee within 14 (fourteen) days after date of sale.

(2) The property is sold voetstoots and subject to the conditions of the Title Deed.

Dated at Newcastle this 28th day of July 2000.

J. M. David, for Southey's Incorporated, Plaintiff's Attorneys, 80 Harding Street (P.O. Box 3108), Newcastle, 2940. (Ref. HVDV/F565.)

Case No. 4667/99

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

**In the matter between:- SAAMBOU BANK LIMITED, Execution Creditor, and MICHAEL WILLIAM ROBB,
1st Execution Debtor, and ESME SHEILA ROBB, 2nd Execution Debtor**

Pursuant to a Judgment granted by the above Honourable Court on the 27th March, 2000 and a warrant of execution served on the 25th May 2000, the following property will be sold by Public Auction on 1st September, 2000 at 11H00 in front of the Magistrate's Court, Port Shepstone:-

(1) Section 16 as shown and more fully described on Sectional Plan No. SS584/95 in the scheme known as San Lameer in the land and building or buildings situate at Impenjati/Southbroom Transitional Local Council area, of which section the floor area to the said Sectional Plan is 46 square metres in extent and well as

(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 Section 16 in the scheme known as San Lameer.

Held by virtue of Sectional Deed of Transfer No. ST10353/98.

Improvements reported:

Improvements: The unit consists of main bedroom with en suite bathroom, kitchen/dining area, 2 bedrooms, lounge, bathroom, veranda with built-in-braai.

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

2. The Purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the Sheriff's commission in cash on the day of the sale and the balance against registration of transfer to be secured by a Bank or Building Society Guarantee to be furnished to the Sheriff of the Court within fourteen (14) days after the date of sale to be approved by the Plaintiff's Attorneys.

3. The Purchaser shall be liable for payment of interest at the rate of 20.75% per annum on the balance of the purchase price to the Plaintiff from the date of sale to date of transfer in accordance with the Plan of Distribution.

4. Transfer shall be effected by the Attorneys for the Plaintiff and the purchaser shall pay all transfer costs, costs of cancellation of the existing bond, transfer duty costs current and any arrear rates, 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, 20 Riverview Road, Sunwichtown. Tel 039-681-3303.

Dated at Port Shepstone on the 18 July 2000.

Grobler & Seethal, Attorneys for Plaintiff, The Chambers, 68 Escombe Street (P.O. Box 73), Port Shepstone. [Tel. (03968) 2-2403.] (Ref. Mrs Trent/w42.)

Case No. 1991/99

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 PERUMAL KRISHNASAMY GOVENDER, First Defendant, and DEVANAIGEE GOVENDER, 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 the front entrance of the Magistrate's Court, Moss Street, Verulam, at 09:00a.m. on Monday the 28th of August 2000.

Description:

"Lot 844, Tongaat (Extension No. 2) situate in the Township of Tongaat and the Port Natal - Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 070 (one thousand and seventy) square metres, held under Deed of Transfer T11641/92".

Physical address:

67 Acacia Crescent, Westbrook, Tongaat.

Zoning: Special Residential.

The property consists of the following:

Single Storey Face Brick under Slabbing consisting of: 2 Bedrooms; bricked Lounge; bricked Diningroom; Kitchen (vinyl, B.I.C., HOB, Eye Level Oven); Toilet (bricked); Toilet & Bathroom (Bricked); Single Manual Garage; Wooden Manual Gates; Bricked Driveway; Wooden Fencing & Burglar Guards.

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, Inanda Area 2, 1 Trevennen Road, Lotusville, Verulam.

Dated at Durban this 19th day of July 2000.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Mr J. C. Jones/sh/pkgovender.) (G156348.78011.)

Case No. 3762/99

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

**In the matter between BOE BANK LIMITED (formerly known as NBS BOLAND BANK LIMITED), Execution Creditor,
and USHA MAHARAJ, Execution Debtor**

In pursuance of the judgment in the High Court dated 10th November 1999 and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 6th September 2000 at 10h00 at the front entrance of Magistrate's Court, 22 Chancery Lane, Pinetown to the highest bidder:

Property description: Portion 3 of Erf 12, Malvern (Extension No. 1), Registration Division FT, situate in the Queensburgh Entity, Province of KwaZulu-Natal in extent 1 001 (one thousand and one) square metres.

Physical address: 54 O'Reilly Crescent, Northdene Queensburgh.

Improvements: Modern single storey brick under tile roof dwelling consisting of 5 bedrooms, 2½ bathrooms, 3 showers, 4 toilets, lounge, kitchen and diningroom. The property has a precast fencing, paved driveway, double garage, intercom facilities, electronic gates, a swimming pool and a garden together with water and lights facilities.

Zoning: Residential area.

Nothing in the above is guaranteed.

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

Dated at Durban this the 3rd of April 2000.

R Maharaj and Company, Plaintiff's Attorneys, Suite 6, Daddy's Centre, 258 Pelican Drive, Bayview, Chatsworth.
(Ref. SM4837/150/vm.)

Case No. 6565/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIPRIVER HELD AT LADYSMITH

In the matter between TOWN TREASURER OF LADYSMITH, Plaintiff, and E KHAN, Defendant

In accordance with Judgment in the aforementioned Magistrate's Court and warrant of execution dated 8th December 1999 the property set out herein-under shall be sold in execution on the 18th August 2000 at 09h00 at Magistrate's Court Ladysmith, to the highest bidder:

Lot 1078/001, known as 68 Poona Road, Ladysmith situated in the Ladysmith/Emnambithi Transitional Local Council Area Province of Kwa-Zulu Natal, in extent of 2,023 (two thousand and twenty three) square metres, held under Title Deed No. T 1980/1993.

The following information is furnished regarding the improvements though in this respect nothing is guaranteed: Vacant land.

Material terms and conditions:

1. The property shall be sold by the Sheriff, Ladysmith to the highest bidder without reserve but subject to the provisions of section 66 (as amplified by Rule 43) of Act 1944 as amended.
2. Immediately after the sale the purchaser shall sign the conditions of sale which can be inspected at the Sheriff's offices at Ladysmith.
3. The property shall be sold without reserve to the highest bidder, provided that the sheriff may with the consent of the judgment creditor refuse any bid. No bid less than R100,00 in value above the preceding bid shall be accepted by the sheriff.
4. The purchase price shall be paid as to 10% deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.
5. The Plaintiff, the Defendant and the sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased "Voetstoets".
6. The full conditions of sale can be inspected at the office of the Plaintiff's Attorneys or the Sheriff, Ladysmith.

Dated at Ladysmith on this the 25th day of July 2000.

A Singh & Associates, Plaintiff's Attorneys, 76 Queen Street, P.O. Box 3305, Ladysmith, 3370. (Ref. Miss Singh/RT/M196-43.)

Case No. 2774/2000

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 JUAN PEDRO PAIEMENT, 1st Execution Debtor, and SHARON VERENA BERNADETTE PAIEMENT, 2nd Execution Debtor

In pursuance of a judgment of the above court dated 7 July 2000 and a warrant of execution, Sub 5 of the Farm Jordans Stroom No. 3310, situate in the Administrative District of Natal, Province of KwaZulu-Natal, measuring 4,7971 (four comma seven nine seven one) hectares, will be sold in execution on 6 September 2000 at 10.00 a.m. in front of the Magistrate's Court, Newcastle to the highest bidder.

The property is constructed of brick under flat iron roof, situated in Ingogo, ±30 km from Newcastle, consisting of lounge, dining room, kitchen, 3 bedrooms, 2 bathrooms, 2 septic tank toilets. The outbuilding consist of a double garage.

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 lodging 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 the 24th day of July 2000.

C Steinhobel, for Du Toit-Peens Steinhobel Incorporated, Attorney for Execution Creditor, 46 Voortrekker Street (PO Box 36), Newcastle, 2940. (Tel. 03431 27234.) (Fax 03431 26226.)

Case No. 3577/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between Mr R. K. STORE N.O., in his capacity as Curator of FBC FIDELITY BANK LIMITED, Execution Creditor, and BOASTER MZONDI NDLOVU, Execution Debtor

In pursuance of a judgment granted on the 30th day of May 2000, in the High Court of South Africa (Durban and Coast Local Division), in this matter and under a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution, on Thursday, the 31st day of August 2000, at 10h00 at 8th Floor, Maritime House, 1 Salmon Grove, Durban, to the highest bidder, without reserve:

Description: Erf 471, Coedmore, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 1012 square metres, held by Deed of Transfer T30562/99.

Improvements: Brick under tile roof dwelling with hardwood windows, comprising of 4 bedrooms, lounge, family-room, dining-room, kitchen, 2 bathrooms and 2 garages.

Physical address: 46 Pigeon Drive, Yellowwood Park, Durban.

Town planning: Zoning, Residential.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the High Court and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% of the purchase price in cash, plus the Durban South Sheriff's commission and Value Added Tax immediately after the conclusion of the sale, the balance against transfer to be secured by a bank or a building society guarantee to be approved by the Execution Creditor's Attorneys and to be furnished to the Sheriff, Durban South, within 21 (twenty-one) days after the date of the sale.
3. The property shall be sold as it stands.
4. The full conditions may be inspected at the offices of the Sheriff, Durban South, at 101 Lejaton, 40 St. George's Street, Durban, or at our offices.

Dated at Durban this 21st day of July 2000.

Legator Mckenna Incorporated, Execution Creditor's Attorney, 21st Floor, Eagle Building, 357 West Street, Durban, 4001. (Ref. Mrs De Lange/AG7/D72.)

Case No. 1906/2000

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

In the matter between Mr R. K. STORE N.O., in his capacity as Curator of FBC FIDELITY BANK LIMITED, Execution Creditor, and PHILLIP BHEKEZAKHE NZIMANDE, Execution Debtor

In pursuance of a judgment granted on the 7th day of June, 2000 in the High Court of South Africa (Durban and Coast Local Division), in this matter and under a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution, on Thursday, the 31st day of August, 2000 at 10h00, at 8th Floor, Maritime House, 1 Salmon Grove, Durban, to the highest bidder, without reserve:

Description: Erf 8860, Lovu, Registration Division ET, Province of KwaZulu-Natal, in extent 292 (two hundred and ninety-two) square metres, held by Deed of Transfer T4215/99.

Improvements: Block and roof tile dwelling comprising of bedroom, lounge, kitchen and bathroom.

Physical address: Unit 8860, Rainbow Park, Lovu, Kingsburgh.

Town planning: Zoning: Residential.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the High Court and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% of the purchase price in cash, plus the Durban South Sheriff's commission and Value Added Tax immediately after the conclusion of the sale, the balance against transfer to be secured by a bank or a building society guarantee to be approved by the Execution Creditor's Attorneys and to be furnished to the Sheriff, Durban South, within 21 (twenty-one) days after the date of the sale.
3. The property shall be sold as it stands.
4. The full conditions may be inspected at the offices of the Sheriff, Durban South, at 101 Lejaton, 40 St. George's Street, Durban, or at our offices.

Dated at Durban this 28th day of July 2000.

Legator Mckenna Incorporated, Execution Creditor's Attorney, 21st Floor, Eagle Building, 357 West Street, Durban, 4001. (Ref. Mrs De Lange/AG7/D54.)

Case No. 1902/2000

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

In the matter between Mr R. K. STORE N.O., in his capacity as Curator of FBC FIDELITY BANK LIMITED, Execution Creditor, and MTHANDENI LEONARD DLUDLA, Execution Debtor

In pursuance of a judgment granted on the 25th day of April, 2000 in the High Court of South Africa (Durban and Coast Local Division), in this matter and under a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution, on Wednesday, the 30th day of August, 2000 at 10h00, at the south entrance of the Magistrate's Court, Umlazi, Natal, to the highest bidder, without reserve:

Description: Site 1194, Umlazi Y, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 251 (two hundred and fifty-one) square metres, held by Certificate of Right of Leasehold TG4912/97(KZ).

Improvements: Block and roof tile dwelling comprising of 2 bedroom, lounge, kitchen and bathroom.

Physical address: Y 1194 Philani Valley, Umlazi.

Town planning: Zoning: Residential.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the High Court and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% of the purchase price in cash, plus the Umlazi/Umbumbulu Sheriff's commission and Value Added Tax immediately after the conclusion of the sale, the balance against transfer to be secured by a bank or a building society guarantee to be approved by the Execution Creditor's Attorneys and to be furnished to the Sheriff, Umlazi/Umbumbulu within 21 (twenty-one) days after the date of the sale.
3. The property shall be sold as it stands.
4. The full conditions may be inspected at the offices of the Sheriff, Umlazi/Umbumbulu, at V1030, Umlazi or at our Offices.

Dated at Durban this 26th day of July 2000.

Legator Mckenna Incorporated, Execution Creditor's Attorney, 21st Floor, Eagle Building, 357 West Street, Durban, 4001. (Ref. Mrs De Lange/AG7/D57.)

Case No. 1905/2000

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

In the matter between Mr R. K. STORE N.O., in his capacity as Curator of FBC FIDELITY BANK LIMITED, Execution Creditor, and ISMAIL MOHAMED, 1st Execution Debtor, and FAWZIA BIBI MOHAMED, 2nd Execution Debtor

In pursuance of a judgment granted on the 15th day of May, 2000 in the High Court of South Africa (Durban and Coast Local Division), in this matter and under a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution, on Tuesday, the 29th day of August, 2000 at 10h00 at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, to the highest bidder, without reserve:

Description: Portion 2683, (of 2348) of Erf 102, Chatsworth, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, held under Deed of Transfer T4212/88, in extent 446 (four hundred and forty-six) square metres.

Improvements: Brick and tile dwelling comprising of 4 bedrooms, lounge, dining-room, kitchen, 2 bathrooms, toilet and a balcony.

Physical address: 12 Planet Place, Woodhurst, Chatsworth.

Town Planning: Zoning: Residential.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the High Court and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% of the purchase price in cash, plus the Chatsworth Sheriff's commission and Value Added Tax immediately after the conclusion of the sale, the balance against transfer to be secured by a bank or a building society guarantee to be approved by the Execution Creditor's Attorneys and to be furnished to the Sheriff, Chatsworth within 21 (twenty-one) days after the date of the sale.
3. The property shall be sold as it stands.
4. The full conditions may be inspected at the offices of the Sheriff, Chatsworth, at 7 Highway Place, Mobeni Heights, Chatsworth or at our offices.

Dated at Durban this 24th day of July, 2000.

Legator McKenna Incorporated, Execution Creditor's Attorney, 21st Floor, Eagle Building, 357 West Street, Durban, 4001.
(Ref. Mrs De Lange/AG7/D55.)

Case No. 5866/99

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

In the matter between FIRSTRAND BANK LIMITED (formerly known as FIRST NATIONAL BANK OF SA LIMITED), Plaintiff, and BONGUMUSA SIBUSISO N LUHLONGWANE, Defendant

In pursuance of a judgment of the High Court Durban, dated 2nd August 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, Umlazi on the 6th September 2000 at 10h00, at the south entrance to the Magistrate's Court, Umlazi, without reserve:

Property description: Site 81, Umlazi Q, situated in the Township of Umlazi, Province of KwaZulu-Natal, in extent 421 (four hundred and twenty-one) square metres, held under Deed of Grant TG00539/89 (KZ), subject to the conditions therein contained especially subject to the reservation of mineral rights.

Physical address of property: Q81, Umlazi.

Zoning: Special Residential.

Improvements (but nothing is guaranteed): It is a dwelling house or business under asbestos roof consisting of 2 bedrooms, kitchen, dining-room, bathroom with toilet.

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 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, Sheriff's Office, V1030, Room 4, Umlazi.

Dated at Durban this 3rd August 2000.

Woodhead Bigby & Irving, Plaintiff's Attorney, 650 Mansion House, 12 Field Street, Durban. (Ref. CSS/LP/15F4589A9.)

Case No. 1357/97

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 VUSIMUZI JUBILEE MKHIZE, Execution Debtor

Sale in execution in pursuance of the 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, 30 August 2000 at 10:00 at the South Entrance to the Magistrate's Court, Umlazi:

Description: A certain piece of land, being Site 986, Umlazi B, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 297 square metres, represented and described in General Plan No. unknown, held by virtue of Deed of Grant TG4582/89 (KZ).

Improvements: The property has been improved by the erection of a dwelling house thereon consisting of building under asbestos consisting of two bedrooms, bathroom, kitchen, dining-room, outbuilding with two rooms, garage and fence—wire. 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 event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

The full conditions may be inspected at the offices of the Sheriff of Umlazi or at the offices of Makhanya & Mvambo Attorneys.

Dated at Durban on this 24th day of July 2000.

Makhanya & Mvambo Attorneys, Creditor's Attorneys, 1204 Denor House, corner of Smith and Field Streets, Durban, 4000. [Ref. Coll-037-M (TPK/ra).]

To: The Sheriff, Magistrate's Court.

Case No. 1772/2000

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 SIKHUMBUZO ERNEST NJIYELWA, First Defendant, and NOMATHANISANQA NJIYELWA, 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, 1 September 2000 at 10:00:

Property description: Erf 2227, 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 1 268 square metres, held under Deed of Transfer T19845/1996.

Physical address of property: Erf 2227, Hathorn Road, Margate Extension 3.

Zoning: Special Residential.

Improvements: Dwelling under brick and tile, consisting of open plan lounge, kitchen, dining-room, undercover veranda, two bedrooms, bathroom, single garage, servant's toilet, wash basin and small courtyard. 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 in cash together with the auctioneer's commission in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff within 14 (fourteen) days after the date of the sale.

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

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

5. The full conditions of sale may be inspected at the office of either the Sheriff of the Magistrate's Court, Port Shepstone or at the offices of the Plaintiff's attorneys.

Dated at Port Shepstone on this 28th day of July 2000.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. ERB/NP369/01NP01369.)

Case No. 2589/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between BOE BANK LIMITED, Plaintiff, and MANOSH MOHANLALL, First Defendant, and MAYA MOHANLALL, Second Defendant

In pursuance of the judgment in the High Court dated 5 May 2000 and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 4 September 2000 at 09:00 at the front entrance of Magistrate's Court Building, Moss Street, Verulam to the highest bidder:

Property description: Erf 27, Redcliffe, Registration Division FU, situated in the North Local Council Area, Province of KwaZulu-Natal in extent 159 (one hundred and fifty-nine) square metres.

Physical address: 30 Cherry Circle, Redcliffe, Verulam.

Improvements: Single-storey semi detached brick under tile roof dwelling comprising three bedrooms (vinyl floors), lounge (vinyl floors), kitchen (vinyl floors with b.i.c.), toilet, shower cubicle and burglar guards together with water and lights.

Zoning: Residential area.

Nothing in the above is guaranteed.

The full conditions of sale may be inspected at the offices of the Sheriff of the High Court Verulam, 1 Trevennen Road, Lotusville, Verulam.

Dated at Durban this 2nd day of August 2000.

R. Maharaj & Company, Plaintiff's Attorneys, Suite 6, Daddy's Centre, 258 Pelican Drive, Bayview, Chatsworth. (Ref. SM 4837/264/vm.)

Case No. 2900/99

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

In the matter between: VRYHEID LOCAL TRANSITIONAL COUNCIL, Execution Creditor, and T B & N R MHLONGO, Execution Debtor

Pursuant to a judgment in the above Honourable Court and a Warrant of Execution dated 11th June 2000, a Sale by Public Auction will be held in front of the Magistrate's Court, Church Street, Vryheid, on Wednesday, the 30th day of August 2000, at 11h00, whereby the following property will be sold to the highest bidder, namely:-

Erf 1648, Vryheid, Registration Division HT, Vryheid Transitional Local Council Area, Province of KwaZulu-Natal, in extent 1 125 (one one two five) square metres.

Also better known as: 1 Pine Street, Lakeside, Vryheid, consisting of:-

East facing brick house under tile roof. 2 Lounges & Dining Room. 4 Bedrooms with built in cupboards, Main Bedroom with full bathroom - all fully carpeted. Full Bathroom. Large kitchen with built in cupboards and Zinc. Laundry. Office. Servants room with bathroom & toilet. Double garage. Fully fenced.

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 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 at Vryheid on this 31st of July 2000.

A. Groenewald, for Cox & Partners, Plaintiff's Attorneys, Standard Bank Building, corner of Market and High Streets, Vryheid.

Case No. 27372/99

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

Between: ABSA BANK LIMITED, Execution Creditor/Plaintiff, and PIETER JACOBUS VAN ZYL, First Execution Debtor/Defendant, and KURLEEN TRUST No. IT 79/95, Second Execution Debtor/Defendant

In pursuance of a Judgment in the above case the Sheriff of the Magistrate's Court, Pietermaritzburg, KwaZulu-Natal will sell the following property, of the second Defendant, to the highest bidder, on the 1 September 2000 at 11H00 a.m. at the said Sheriff's Sales Room at 277 Berg Street, Pietermaritzburg, KwaZulu-Natal:-

Sub 84 (of 6) of Lot 299, Pietermaritzburg, situate at Pietermaritzburg, in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative district of Natal, Province of KwaZulu-Natal, in extent 278 square metres - held by the second defendant under Deed of Transfer T 1912/1996 (physical address: 2 A King Street, Pietermaritzburg, KwaZulu-Natal).

The said property is improved with a dwelling of lounge, dining room, three (3) bedrooms, kitchen, bathroom, w/c, laundry, an out building and garage. The accuracy of the description of the improvements is not guaranteed by the plaintiff or its attorneys. Full conditions and terms of the sale may be inspected during business hours at the said Sheriff's offices and also with the undermentioned attorneys.

Pierre Odendaal & Co. Inc., Plaintiff's Attorney, First Floor, Fedsure House, 251 Church Street, Pietermaritzburg, 3201. (Ref. 05A 002 1059/1103.)

Case No. 2780/00

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

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and NJUMBANE PHILEMOEN DUMA, Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 27th June 2000 the undermentioned property will be sold in execution on 6th September 2000 at 10:00 at the front room of the Magistrate's Court, Newcastle, to the highest bidder for cash, namely:

A certain: Unit 1421, Madadeni F.

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 19th day of July 2000.

P. G. Steyn, for De Jager Steyn Maritz Inc., Attorneys for Plaintiff, Fourth Floor, United Building, 52 Scott Street, Newcastle.

Case No. 1198/2000

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

In the matter between:- FIRST NATIONAL BANK OF SA LIMITED, Reg. No. 05/01225/06, Execution Creditor, and JOHANNA CHRISTINA BOTHA, Execution Debtor

In pursuance of Judgment granted in the above Honourable Court and subsequent Warrant of Execution, the immovable property:

Portion 2 of Erf 2429, Vryheid, situate in the Vryheid Transitional Local Council Division, Province of KwaZulu-Natal.

In Extent: 1 241 (one two four one) square metres.

Situate: 233 Heeren Street, Vryheid.

Will be sold in execution on Wednesday, the 30th August, 2000 at 11am in front of the Magistrate's Court, Vryheid.

Improvements on the property are the following, though in this respect nothing is guaranteed:

The property is a vacant stand.

The conditions of Sale may be inspected at the offices of the sheriff of the Magistrate's Court, Vryheid, and are mainly the following:-

1. The property will be sold by the Sheriff, Vryheid by public auction without reserve to the highest bidder, subject to the conditions stipulated in terms of Section 66 (2) of Act 32 of 1944, as amended.

2. The Purchaser shall pay a deposit of 10 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 at 16,5% (one six comma five per centum) per annum, 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.

3. The Purchaser shall pay the Auctioneer's charges on the day of sale.

Dated at Vryheid on this 26th day of July, 2000.

G. A. Schoomee Attorneys, Attorneys for Plaintiff, P.O. Box 34, Vryheid, 3100. [Tel. (034) 981-5001.] (Ref: Mr Schoombee.)

Case No. 1560/99

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

In the matter between: ABSA BANK LIMITED, Plaintiff, and CLYDE MURUGAN, First Defendant, and SELVIE RUTHRUM MURUGAN, Second 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, to the highest bidder on the Wednesday, 30 August, 2000 at 11h00 at the Magistrate's Court, Church Street, Vryheid to the highest bidder, namely:-

1. (a) *Deeds office description*

Erf 1873, Vryheid (Extension 12), Registration division HT, in the Vryheid Transitional Local Council Area, Province of KwaZulu-Natal, in extent 1 033 (One Thousand and Thirty-Three) Square metres.

(b) *Property description (not warranted to be correct)*

Residential dwelling together with outbuildings. 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, Hlobane Street, Vryheid, 3100.

Messrs Uys & Partners Attorneys, Jurisforum Building, 153 Landdrost Street, Vryheid, 3100.

Case No. 2849/2000

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

In the matter between: NEDCOR BANK LIMITED, Plaintiff, and GLADSTONE GOLDEN DLAMINI, First Defendant, and PHUMZILE BARBARA DLAMINI, Second Defendant

In terms of a judgment of the above Honourable Court dated the 4 May 2000 a sale in execution will be held on 6 September 2000 at 10H00 at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder without reserve:

Portion 3 of Erf 6550, Pinetown, Registration Division FT, situate in the Inner West City Council, Province of KwaZulu-Natal, in extent 964 (nine hundred and sixty four) square metres. Held by Deed of Transfer No. T38203/1997.

Physical address:

4 Jacaranda Road, Washington Heights, Mariannhill.

Improvements:

The following information is furnished but not guaranteed:

A brick under tile dwelling comprising of: Lounge, diningroom, study, 3 bedrooms, bathroom/toilet, shower & toilet & bath, kitchen, burglar bars.

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

The Purchaser shall in addition to the Auctioneer's commission, pay a deposit of 10% of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a Bank or Building Society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the Purchaser to the Sheriff within twenty one (21) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

The aforesaid sale shall be subject to the Conditions of Sale which may be inspected at the office of the Sheriff of the High Court, Pinetown, No. 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban this 27th day of July, 2000.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, First Floor, 21 Aliwal Street. (Ref. Mrs Van Huyssteen/N0183/747/MM.)

Case No. 11203/2000

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

**In the matter between: BOE BANK LIMITED, Execution Creditor, and PERUMAL MAISTRY,
First Execution Debtor, and JAYARANIE MAISTRY, Second Execution Debtor**

In pursuance of a Judgment in the Court for the Magistrate of Durban and Writ of Execution dated 10 May 2000 the property listed hereunder will be sold in Execution on 5th September 2000 at 14H00 at the front entrance to the Magistrate's Court, Somsteu Road, Durban, to the highest bidder:

Portion 6 (of 4) of Erf 268, Zeekoe Valle, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent 982 (Nine Hundred and Eighty Two) square metres.

Postal address: 28 Centre Road, Sea Cow Lake, KwaZulu-Natal.

Town planning zoning: Special Residential.

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

A single storey brick and tile dwelling consisting of:

Lounge, Diningroom, Kitchen, 4 Bedrooms, bathroom, WC, Parquet Flooring, Marley Tiled Flooring, Single Garage, Staff Quarters, 2 Storerooms, WC and Bathroom, Basement consisting of 2 Rooms, WC and Bathroom, Paving, Steps.

Vacant possession is not guaranteed.

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

The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the Office of the Sheriff for Durban North. A substantial Bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 1st day of August 2000.

King & Associates, Pinetown, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/dpr/02/N012/965.)

Case No. 5820/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between: NEDCOR BANK LIMITED, Plaintiff, and LEON VAN DYK, Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff Durban Central at the Sheriff's Office, 8th Floor, Maritime House, cnr Salmon Grove & Victoria Embankment, Durban on Thursday, 13 August 2000 at 10h00.

Full conditions of sale can be inspected at the office of the Sheriff of the High Court, Durban Central at the above address and will be read out prior to the sale taking place.

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

Property:

(1a) Section No 2 as shown and more fully described on Sectional Plan No SS22/91 in the scheme known as 119/121 Fenniscowles Road in respect of the land and building or buildings situate at Durban in the Durban Entity of which section the floor area, according to the said sectional plan is 120 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 Certificate of Registered Sectional Title No ST22/91 (2);

(2) an exclusive use area described as Garden Area Number G2 measuring 142 square metres being as such part of the common property, comprising the land and the scheme known as 119/121 Fenniscowles Road in respect of the land and building at Durban, in the Durban Entity as shown and more fully described on Sectional Plan No SS22/91, also known as Unit 2, 119/121 Fenniscowles Road, Umbilo, Durban.

Improvements: Sectional Title - 2 bedrooms, bathroom, kitchen, lounge, dining room.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/Tanje/E3126.)

Case No. 11449/99

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

In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and CAREL WENTZEL VAN EEDEN, 1st Defendant, and ANNELIE VAN EEDEN, 2nd Defendant

1. The following property shall be sold by the Sheriff for the High Court, Durban South on the 7th day of September 2000 at 10h00, 8th Floor, Maritime House, 143 Salmon Grove, Durban to the highest bidder without reserve:

Erf 2242, Amanzimtoti (Extension No 13), Registration Division ET, situate in the Borough of Amanzimtoti and in the Port Natal Ebhodwe Joint Services Board Area, Province of KwaZulu-Natal in extent 2 350 square metres held under Deed of Transfer No T35302/97 and having physical address at 47 Wade Road, Amanzimtoti, KwaZulu-Natal; and which, without anything being warranted thereby, is zoned special residential and is improved by a dwelling comprising lounge; diningroom; kitchen; 3 bedrooms; bathroom; shower and 2 w.c.'s; dressingroom; garage.

2. The sale is voetstoots and the successful bidder is to pay on conclusion of the sale in cash or by bank guaranteed cheque a deposit of 10% of the price, plus the Sheriff's charges, (being 5% on the first R30.000,00 of the price and 3% on the balance, - plus VAT). The full conditions of Sale may be inspected at the office of the said Sheriff at 101 Lejaton, 40 St Georges Street, Durban.

Dated at Durban this 2nd day of August 2000.

J. M. Koch, for John Koch & Company, Plaintiff's Attorney, Suite 709, Seventh Floor, First National Bank Building, corner of Smith and Field Streets. (Ref. Durban/F3240.)

Case No. 9858/97

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

In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and RAJKUMAR RAMRUTHAN, Defendant

1. The following property shall be sold by the Sheriff for the High Court, Durban South, on 7 September 2000 at 10:00, Eighth Floor, Maritime House, 143 Salmon Grove, Durban, to the highest bidder without reserve:

Lot 2419, Isipingo (Extension 17), 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 1 032 square metres, held under Deed of Transfer T24776/87, and having physical address at 6 Aster Place, Isipingo Heights, Isipingo, Durban, KwaZulu-Natal, and which, without anything being warranted thereby, is zoned General Residential 1, and is improved by a dwelling comprising lounge, dining-room, kitchen, three bedrooms, bathroom, w.c., garage, carport, w.c. and shower.

2. The sale is voetstoots and the successful bidder is to pay on conclusion of the sale in cash or by bank-guaranteed cheque a deposit of 10% of the price, plus the Sheriff's charges (being 5% on the first R30 000 of the price and 3% on the balance, plus VAT).

The full conditions of sale may be inspected at the office of the said Sheriff at 101 Lejaton, 40 St Georges Street, Durban.

Dated at Durban this 2nd day of September 2000.

J. M. Koch, for John Koch & Company, Plaintiff's Attorney, Suite 709, Seventh Floor, First National Bank Building, corner of Smith and Field Streets. (Ref. Durban/F2663.)

Case No. 4767/2000

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and
THEMBA ESAU NENE, Defendant**

In pursuance of a judgment of the Court of the Magistrate, Pietermaritzburg, dated 23 March 2000, the writ of the execution dated 24 March 2000, the immovable property listed hereunder will be sold in execution on Friday, 1 September 2000 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Unit 1958, Edendale CC, Registration Division FT, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 325 square metres held by Deed of Grant GF 515/1983.

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 insofar as there 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 15,5% 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 28th day of July 2000.

A. H. R. Louw, for Geyser Liebetau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. AL/gd/K2L/114.)

Case No. 614/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between MERCANTILE LISBON BANK, Plaintiff, and JOHAN CAREL FOUICHE, 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 24 August 2000 at 11:00, on the front steps of the Magistrate's Court, Mtubatuba, to the highest bidder for cash, without reserve:

(a) Section 2, as shown and more fully described on Sectional Plan SS51/1995m in the scheme known as Villa Mia, in respect of land and building or buildings situated at St Lucia, in the St Lucia Transitional Local Council, of which section the floor area, according to the said Sectional Plan is 47 square metres in extent; and

(b) an exclusive use area described as Parking P2, measuring 14 square metres being as such part of the common property, comprising the land and the scheme known as Villa Mia, in respect of land and building or buildings situated at St Lucia, in the St Lucia Transitional Local Council, as shown and more fully described on Sectional Plan SS51/1995.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Flat 2, Villa Mia, corner of McKenzie and Katonkel Streets, St Lucia, KwaZulu-Natal.

2. The property has been improved by the construction thereon of a brick under tile flat consisting of two bedrooms, lounge, kitchen, bathroom with bath and shower and outside toilet.

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 18th day of July 2000.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. R. N. Scott/lh/D2/E0101/00.)

Case No. 1438/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LTD, Plaintiff, and
MBAMBA SIMON MSHIBE, 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 1 September 2000 at 11:00, by the Sheriff of the High Court at 17 Drummond Street, Pietermaritzburg, to the highest bidder, without reserve:

Unit 1909, Edendale CC, Registration Division FT, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 333 (three hundred and thirty-three) square metres.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Unit 1909, Edendale CC, Pietermaritzburg, KwaZulu-Natal.
2. The property has been improved by the construction thereon of a dwelling consisting of three bedrooms, lounge, kitchen and bathroom.
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 8th day of August 2000.

Austen Smith, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P. R. J. Dewes/ab/N2/10011/B.)

Case No. 6082/99

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

**In the matter between THE BODY CORPORATE OF SUMMER ROCKS SECTIONAL TITLE DEVELOPMENT, Plaintiff,
and K. M. COOPER, Defendant**

In pursuance of a judgment granted on 28 October 1999, in the Port Shepstone Magistrate Court, under writ of execution issued thereafter, the immovable property described as:

A 7/365th undivided share in and to the undermentioned unit which is held by the Defendant under Certificate of Registered Sectional Title ST7282-17/1989.

(a) Section 15, as shown and more fully described on Sectional Plan SS315/1986, in the scheme known as La Roche, in respect of the land and building or buildings situated at Uvongo, in the Transitional Local Council of Margate, of which section the floor area, according to the said sectional plan, is 209 square metres in extent; and

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

A. *Physical address:* Section 15, La Roche Sectional Development, Lot 197, Colin Street, Uvongo, will be sold in execution on Friday, 8 September 2000 at 10:00, in front of the Magistrate's Court, Port Shepstone, on the terms and conditions which will be read aloud at the sale and which can be inspected at Barry, Botha & Breytenbach Inc., 16 Bisset Street, Port Shepstone ("B B & B"), or at the offices of the Sheriff of the Magistrate's Court, Port Shepstone.

The material terms and conditions of the sale agreement are:

(a) Immediately after the auction the purchaser shall—

(i) pay to the Plaintiff's attorneys, in trust, a deposit equal to 10% of the amount due to the Plaintiff; and

(ii) secure the balance of the purchase price, plus interest thereon as required in terms of the sale agreement, with guarantee/s acceptable to B B & B, and delivered to B B & B, within 14 days of the auction; and

pay all costs and disbursements of transfer, outstanding rates, levies and local authority charges, VAT and the Sheriff's commission;

(b) the property is sold voetstoots and subject to any existing lease, and the risk in the property shall pass to the purchaser on the date of auction;

(c) the property has the following improvements:

B. The property is improved by—flat consisting of open plan lounge, kitchen and dining-room, balcony and sundeck, one main en-suite, two bedrooms and bathroom.

Dated at Port Shepstone this 3rd day of August 2000.

Barry, Botha & Breytenbach Inc., 16 Bisset Street (P.O. Box 1), Port Shepstone, 4240. (Ref. PJF/Gill/S749.)

Case 3823/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and GUGULETHU VIRGINIA NZIMANDE, Defendant

The following property will be sold in execution on 6 September 2000 at 10:00, at the south entrance to the Magistrate's Court, Umlazi, by the Sheriff of the High Court for Umlazi, to the highest bidder:

Erf 1446, Umlazi Z, Registration Divison FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 450 square metres, with the address of Z1446, Umlazi.

The following improvements are furnished but nothing is guaranteed in this regard: Brick/block plastered under tile roof dwelling of three bedrooms, two bathrooms, kitchen, dining-room and lounge.

The sale shall be subject to the terms and conditions of the High Court and the Rules made thereunder and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court for the Umlazi District, Room 4, Block C, V1030, KwaStambu, Umlazi.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Ms Singh/N417.5889/00.)

Case No. 628/2000

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

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

The following property will be sold in execution on the 7th September 2000 at 12h00 on the steps of the High Court, Masonic Grove, Durban by the Sheriff of the High Court for Durban North to the highest bidder:

Remainder of Erf 428, Duiker Fontein, Registration Division FU, situate in the Durban Entity, Province of KwaZulu-Natal, in extent 2 354 square metres, with the postal and street address of 169 Belvedere Road, Durban North.

The following improvements are furnished but nothing is guaranteed in this regard: A block under tile complex consisting of 2 units—each unit comprising of lounge, diningroom, 3 bedrooms, bathroom, shower and toilet, kitchen and screen wall.

The sale shall be subject to the terms and conditions of the High Court and the rules made thereunder and the Purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court for Durban North, 15 Milne Street, Durban.

De Villiers Evans and Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Ms Singh/N535.5860/00.)

Case No. 3821/2000

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and BHOYANA PETROS MEMELA, First Defendant, and NTOMBIFICKLE HILDA MEMELA, Second Defendant

The following property will be sold in execution on the 6 September 2000 at 10h00 at the South entrance to the Magistrate's Court, Umlazi, by the Sheriff of the High Court for Umlazi to the highest bidder:

Erf 1047, Umlazi L, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal in extent 366 square metres, with the address of L1047 Umlazi.

The following improvements are furnished but nothing is guaranteed in this regard: Brick/block plastered under asbestos roof dwelling comprising of 2 bedrooms, bathroom, kitchen and diningroom.

The sale shall be subject to the terms and conditions of the High Court and the rules made thereunder and the Purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court for the Umlazi District, Room No. 4, Block C, V1030, Kwastambu, Umlazi.

De Villiers Evans and Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Ms Singh/N417.5885/00.)

Case No. 899/2000

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

In the matter between ABSA BANK LIMITED, Plaintiff, and COENRAAD CORNELIUS BOTHA, First Defendant, and BARBARA-ANN BOTHA, Second 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, to the highest bidder on Wednesday, 30 August 2000 at 11h00, at the Magistrate's Court, Church Street, Vryheid, to the highest bidder, namely:

1. (a) *Deeds office description*: Portion 4 of Erf 70, Vryheid, Registration Division HT, in the Vryheid Transitional Local Council Area, Province of Kwazulu-Natal, in extent 1 472 (one thousand four hundred and seventy-two) square metres.

(b) *Property description* (not warranted to be correct): Residential dwelling together with outbuildings and granny flat. 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, Hlobane Street, Vryheid, 3100.
Messrs Uys & Partners Attorneys, Jurisforum Building, 153 Landdrost Street, Vryheid, 3100.

Case No. 8079/94

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

NEDCOR BANK LIMITED vs MNUMZANA SAMUEL MAZEKA

The following property will be sold voetstoots in execution at the Main East entrance to the Magistrate's Court, Umbumbulu on the 1st September 2000 at 10h00:

Ownership Unit No. A561, in the Township of Kwamakhutha, District of Umbumbulu, in extent 325 square metres.

Physical address: Ownership Unit No. A561, Kwamakhutha.

Improvements: Brick/block plastered under asbestos roof dwelling consisting of 2 bedrooms, diningroom, kitchen, bathroom and outbuilding. The property is fenced.

Material terms: 10% deposit, balance guaranteed within 14 days of sale. Full conditions can be inspected at Sheriff's Offices, Lot 9, Umbumbulu or Meumann White.

Dated at Berea this 27th day of July 2000.

Meumann White, Plaintiff's Attorneys, 2nd Floor, Wakefields House, 150 Essenwood Road, Berea, Durban. (Ref. Ms Davey/vdg/lg/028102.)

Case No. 3496/99

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

**In the matter between EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Plaintiff, and
MICHAEL WILLIAM ROBB, Defendant**

In pursuance of a judgment granted on 10th May 2000 in the Port Shepstone Magistrate Court, under writ of execution issued thereafter, the immovable property described as:

1. A unit consisting of:

(a) Section 17 as shown and more fully described on Sectional Plan No. SS 584/95 in the scheme known as 12 of 104 Units in respect of the land and building or buildings situate at San Lameer, Impenjati/Southbroom Transitional Local Council Area of which 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. ST2556/1996:

A. *Physical address:* Unit 17, San Lameer.

Will be sold in execution on Friday, 1st September 2000 in front of the Magistrate's Court, Port Shepstone at 11h00 on the terms and conditions which will be read aloud at the sale and which can be inspected at Barry, Botha & Breytenbach Inc, 16 Bisset Street, Port Shepstone ("B B & B") or at the offices of the Sheriff of the Magistrate's Court, Port Shepstone.

The material terms and conditions of the sale agreement are:

- (a) Immediately after the auction the purchaser shall:

(i) pay to the Plaintiff's attorneys, in trust, a deposit equal to 10% of the amount due to the Plaintiff; and

(ii) secure the balance of the purchase price, plus interest thereon as required in terms of the sale agreement, with guarantee/s acceptable to B B & B and delivered to B B & B within 14 days of the auction; and

Pay all costs and disbursements of transfer, outstanding rates, levies and local authority charges, VAT and the Sheriff's commission;

(b) the property is sold voetstoots and subject to any existing lease, and the risk in the property shall pass to the purchaser on the date of auction.

- (c) the property has the following improvements:

B. The property is improved by: Ground floor unit under brick/tile consisting of main en suite, 2 bedrooms, bathroom, lounge & kitchen/dining area.

Dated at Port Shepstone this 2nd day of August 2000.

Barry, Botha & Breytenbach Inc., 16 Bisset Street (PO Box 1), Port Shepstone, 4240. (Ref. PJF/Gill/F129.)

Case No. 2644/2000

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and
HLATHI SAMSON MTHEMBU, Defendant**

The following property will be sold on the 23rd August 2000 at 10h00 at the Sheriff's Office, 70 Main Street, Eshowe, by the Sheriff for the High Court, to the highest bidder:

Ownership Unit 771, Sundumbili A, Registration Division FU, situate in the Mandini Transitional Local Council Area, Province of KwaZulu-Natal, in extent 465 square metres with the postal and street address Unit A771 Sundumbili.

The following improvements are furnished but nothing is guaranteed in this regard: Block under asbestos roof dwelling consisting of lounge, kitchen, 2 bedrooms, bathroom and toilet combined.

The sale shall be subject to the terms and conditions of the High Court and the rules made thereunder and the Purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The full conditions of sale may be inspected at the offices of the Sheriff for the High Court, 70 Main Street, Eshowe.

De Villiers Evans and Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Ms Singh/ss/1057.3789/00.)

Case No. 6998/99

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

**In the matter between AUBREY ISAAC KALVARI, Plaintiff, and WILLIAM JOHN JAMES, First Defendant, and
JOHANNA FRANSINA CHRISTINA JAMES, Second 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, at 10:00 on Friday, 8 September 2000:

Property description: Erf 271, Palm Beach, Registration Division ET, situate in the Umtamvuna / Port Edward Transitional Local Council Area and in the Ugu Regional Council Area, Province of KwaZulu-Natal, in extent one thousand five hundred and eighty four (1 584) square metres, and held under Deed of Transfer No. T32295/1998.

Physical address: Lot 271, Palm Beach.

The property comprises the following: Vacant land.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance together with interest thereon on transfer, to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the sale which guarantee shall be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the 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 Magistrates Court, Port Shepstone or at the offices of the Plaintiff's attorneys.

Dated at Port Shepstone on this the 4th day of August 2000.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. PJF/Paddy/K39.)

Case No. 3581/97

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

ABSA BANK LIMITED versus SWEETBERT THEMBA GUMEDE and DUDUZILE PRINCESS GUMEDE

The following property will be sold voetstoots in execution at the east entrance to the Magistrate's Court, Umbumbulu on 1st September 2000 at 10h00:

Ownership Unit No. 1313, Kwamakutha, situate in the District of Kwa-Makutha, Administrative District of Natal, Province of KwaZulu-Natal, in extent 325,2 square metres.

Physical address: Ownership Unit No. 1313, Kwamakutha.

Improvements: Dwelling under asbestos roof consisting of:

3 bedrooms, bathroom, kitchen and diningroom. Property is enclosed by a wire fence.

Material terms: 10% deposit, balance guaranteed within 14 days of sale. Full conditions can be inspected at Sheriff's office, Lot 9, Umbumbulu or Meumann White.

Dated at Berea this the 2nd day of August 2000.

Meumann White, Plaintiff's Attorneys, 2nd Floor, Wakefields House, 150 Essenwood Road, Berea, Durban. (Ref. Ms Davey/vdg/lg/053469.)

Case No. 2294/2000

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

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and VUSUMUZI GENIOUS PHEWA, First Defendant, and BATHOBILE PRISCILLA PHEWA, Second Defendant

In terms of a judgment of the above Honourable Court dated the 14 June 2000, a sale in execution will be held on 31 August 2000 at 10h00, at 8th Floor, Maritime House, Salmon Grove No. 1, Durban, to the highest bidder without reserve:

Portion 4 of Erf 1701, Wentworth, Registration Division FT, situate in the Durban Metro-South Central City Council Area, Province of KwaZulu-Natal, in extent 1 085 m², held by Deed of Transfer No. T27013/1996.

Physical address: 36 Wade Road, Wentworth, Durban.

The following information is furnished but not guaranteed:

A single storey brick/plaster under tiled roof with separate garage consisting of:

3 bedrooms, 2 separate toilets (wooden floor), bathroom with bath & basin (wooden floor), lounge/diningroom - open plan (wooden floor), kitchen with fitted cupboards (tiled floor), municipal electrical, water supply and sanitation, local authority.

Improvements: Property partly 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 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 at 101 Lejaton, 40 St. George's Street, Durban.

Dated at Durban this 3rd day of August 2000.

S M Ntsibane, for Strauss Daly Inc., Attorneys, 21 Aliwal Street, 1st Floor. (Ref. Mrs D Jarrett/KFC1/1373/ma.)

Case No. 176/98

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and GEORGE BOSIE MOTAU, Defendant

In pursuance of a judgment granted in the High Court the immovable property listed hereunder will be sold in execution on 6 September 2000 at 10:00 at the South Entrance to the Magistrate's Court Umlazi:

Description of property: Ownership Unit BB392 in the Township of Umlazi, District of Umlazi in extent six hundred and seventy-six (676) square metres, represented and described on General Plan PB409/1984.

Improvements: A conventional brick under tile roof with average finishes close to amenities consisting of three bedrooms, three other rooms and two bathrooms.

Property address: BB 392 Umlazi.

Zoning: Residential.

Nothing in the above is guaranteed.

The full conditions of sale may be inspected at the office of the Sheriff Umlazi at V1030 Umlazi.

Dated at Durban on this 7th day of August 2000.

A. Christopher Inc., Plaintiff's Attorneys, Sixth Floor, Permanent Building, 343 Smith Street, Bay Passage Entrance, Durban. (Ref. Mr Pillay/Ms Moodley/sg/M98.)

Case No. 4/2000

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

In the matter between ABSA BANK LTD, Plaintiff, and D. P. KUBEKA, First Defendant, and N. L. KUBEKA, Second Defendant

In pursuance of a judgment granted in the above Honourable Court on 14 April 2000 and a warrant of execution, the undermentioned property will be sold in execution on 1 September 2000 at 09:00 in front of the Magistrate's Court, Glencoe:

Lot 1505, 17 Grove Avenue, Glencoe, in the Glencoe Transitional Local Council Area, Province of KwaZulu-Natal, in extent 2 680 square metres, held under Deed of Transfer T10675/95.

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

Zoning: Residential.

Improvements (the accuracy hereof is not guaranteed):

Main building: Brick under iron dwelling comprising lounge, dining-room, four bedrooms, kitchen, bathroom, shower with toilet and laundry. *Outbuildings:* LUG, servants' quarters, toilet and store.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Glencoe on 1 September 2000 at 09:00 at the Magistrate's Court, Glencoe.
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 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 be inspected at the offices of Plaintiff's attorneys, or the Sheriff, Glencoe.

Dated at Ladysmith on this 28th day of July 2000.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CTB314.)

Case No. 3571/2000

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

In the matter between FIRST NATIONAL BANK OF SA LIMITED, a Division of FIRST RAND BANK LIMITED, Execution Creditor, and HSIEN-TE HSU, Execution Debtor

In pursuance of a judgment of the above Court dated 24 July 2000 and a warrant of execution, Lot 11768, Newcastle Extension 56, situated in the Borough of Newcastle Administrative District of Natal, Province of KwaZulu-Natal in extent 2 177 square metres, will be sold in execution on 30 August 2000 at 10:00 in front of the Magistrate's Court, Newcastle to the highest bidder:

The property is a single storey dwelling constructed of brick under tile with pitch roof, consisting of an entrance hall, lounge, family room, dining-room, kitchen—stove (ELO and hob), pantry, scullery, six bedrooms—(mes), two bathrooms, shower, four toilets, fully carpet and slate house. The outbuilding consist of a double garage, double carport, laundry and toilet. Surrounded by precast walls.

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 lodging 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 28th day of July 2000.

B. Login, for G. Steinhobel, Attorney for Execution Creditor, Du Toit-Peens, Steinhobel Incorporated, 46 Voortrekker Street (P.O. Box 36), Newcastle, 2940. [Tel. (03431) 2-7234.] [Fax (03431) 2-6226.]

Case No. 2731/2000

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

In the matter between: ABSA BANK LTD, Plaintiff, and Y S & B OUMAR, Defendants

In pursuance of a judgment granted in the above Honourable Court on 18/05/2000 and a warrant of execution, the undermentioned property will be sold in execution on the 1st day of September 2000 at 09:30 in front of the Magistrate's Court, Ladysmith:

Erf 3623, Ladysmith (Extension 17), also known as 6 Nehru Road, Registration Division GS, in the Ladysmith/Emnambithi Transitional Local Council Area, in extent 1 561 square metres, held under Deed of Transfer No. T25649/1996.

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

Zoning: Residential.

Improvements (the accuracy hereof is not guaranteed): *Main building:* Brick under tile dwelling comprising of entrance hall, lounge, dining-room, study, family room, 3 bedrooms, kitchen, bathroom with toilet, bathroom with shower, toilet. *Outbuildings:* Lug, flatlet comprising of lounge, bedroom, kitchen & bathroom with toilet.

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 the 1st day of September 2000 at 09:30 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 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 1st day of July 2000.

Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CTB323.)

Case No. 73/2000

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

**In the matter between: ABSA BANK LTD, Plaintiff, and M TERBLANCHE, First Defendant, and
A E M TERBLANCHE, Second Defendant**

In pursuance of a judgment granted in the above Honourable Court on 16/02/2000 and a warrant of execution, the under-mentioned property will be sold in execution on the 1st day of September 2000 at 09:00 in front of the Magistrate's Court, Ladysmith:

Erf 2063, Ladysmith (Extension 5), also known as 22 Verwoerd Street, Ladysmith, in the Ladysmith/Emnambithi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 1 390 square metres, held under Deed of Transfer No. T28821/98.

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

Zoning: Special Residential 1.

Improvements (the accuracy hereof is not guaranteed): *Main building:* Brick under tile dwelling comprising of lounge, dining-room, family room, 3 bedrooms, kitchen, bathroom with toilet, bathroom with separate toilet. *Outbuildings:* Lug, utility room, store, toilet.

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 the 1st day of September 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.
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 be inspected at the offices of Plaintiff's Attorneys, or the Sheriff, Ladysmith.

Dated at Ladysmith on this 31st day of July 2000.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CTB309.)

Case No. 3124/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between: N B S BANK LIMITED (Reg. No. 87/01384/06), Plaintiff, and VIJAYKUMAR SUTHRAJ, First Defendant, and GOVINDAMMA SUTHRAJH, Second Defendant

In pursuance of a judgment, the immovable property listed hereunder shall be sold in execution to the highest bidder on 1st September 2000 at 10H00 at front entrance of the Magistrate's Court, Moss Street, Verulam:

Description: Lot 862, Woodview, situated in the City of Durban, Administrative District of Natal, in extent of two hundred and forty (240) square metres.

Postal Address: 25 Staplewood Road, Woodview, Phoenix.

Improvements: Single storey block under tile dwelling comprising lounge, dining-room, kitchen (with kitchen units, hob & extractor), three bedrooms, bathrooms, shower, two toilets, porch, single garage, block boundary walls, retaining wall, gates.

Town-planning zone: Special Residential.

Special privileges: Nil.

1. (a) The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.
- (b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda (1) Verulam, 12 Groom Street, Verulam.

Jackson & Ameen, Plaintiff's Attorneys, Suite 15, Second Floor, Mangrove Beach Centre, 91 Somtseu Road, North Beach, Durban. (Ref. Colls/NA/AS/05N011660.)

Case No. 53718/95

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

In the matter between NBS BANK LIMITED (Reg No. 87/01384/06), Plaintiff, and JOHAN SITHEMBISO CHILI, Defendant

In pursuance of a Judgment, the immovable property listed hereunder shall be sold in execution to the highest bidder on 30th August 2000 at 10h00 at front entrance of the Magistrate's Court, Pinetown, 22 Chancery Lane, Pinetown.

Description: Lot 214, Westville (Extension 7), situated in the Borough of Westville, Administrative District of Natal, in extent of two thousand and twenty-four (2 024) square metres.

Postal address: 19 Edinburgh Crescent, Westville.

Improvements: Double storey brick under tile dwelling consisting of lounge, dining-room, study, kitchen, four bedrooms, two bathrooms, shower, four toilets, staircase, staircase bar area, basement playroom, double garage, two servants quarters, one toilet, tarmac driveway, brick retaining wall, swimming-pool, thatch shelter and slasto paving.

Town planning zone: Special Residential.

Special privileges: Nil.

1. (a) The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.
- (b) The property shall be sold without reserve to the highest bidder.

2. The Purchaser shall pay a deposit of 10% of the Purchase Price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a Bank or Building Society Guarantee.

The full conditions of Sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Pinetown, 62 Caversham Road, Durban.

Jackson & Ameen, for Jackson and Ameen, Plaintiff's Attorneys, Suite 15, 2nd Floor, Mangrove Beach Centre, 91 Somtseu Road, North Beach, Durban. (Ref. Colls/NA/AS/05N011694.)

Case No. 466/99

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

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff and BANDILE ELSIE MSELEKU, Defendant

The following property will be sold on the 25 August 2000 at 10h00 at the East Entrance of the Magistrate's Court, Umbumbulu.

Description: Site 413, Kwamakhutha A, Registration Division ET, situated in the Durban Entity, Province of KwaZulu-Natal, in extent three hundred and twenty-five (325) square metres.

Street address: A 413, Kwamakutha, Amanzimtoti.

Improvements: Block under asbestos roof dwelling consisting of: 2 bedrooms, lounge, bathroom, toilet, no electricity, no fence and no garage.

Zoning: Special Residential (nothing guaranteed).

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

The full conditions of sale may be inspected at the office of the Sheriff, Lot 9, Umbumbulu.

Dated at Durban this 3rd day of August 2000.

Livingston Leandy Incorporated, Execution Creditor's Attorneys, 11th Floor, First National Bank Building, cnr Smith & Field Streets, Durban. (Ref. Mr H. Shozi/sc/381017049.)

Case No. 6981/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between FIRST NATIONAL BANK OF S.A. LTD, Execution Creditor, and ANNIRUTH HARRYPARSAD RAMJIAWAN, 1st Execution Debtor, and INDIRA RAMJIAWAN, 2nd Execution Debtor

In pursuance of a judgment granted on 20th November 1995 in the Court of the Magistrate, Inanda and under a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution on 4th September 2000 at 9 a.m. at the front entrance of the Magistrate's Court, Moss St, Verulam, to the highest bidder:

Description: Erf 1184, Verulam (Extension No. 14), situated in the Borough of Verulam and in the North Coast Regional Water Services Area, Administrative District of Natal, in extent six hundred and fifty-two (652) square metres.

Improvements: Double storey brick under tile dwelling comprising of: *Upstairs:* 4 bedrooms (2 designed for en-suite); toilet & bathroom combined. *Downstairs:* Kitchen (tiled), toilet & bathroom combined, 3 rooms, single manual garage (incomplete), cement driveway & burglar guards.

Physical address: 15 Alhambra Drive, Cordoba Gardens, Verulam, held by the First and Second Defendants under Deed of Transfer No. T13245/1990.

Nothing is guaranteed as regards the above.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
2. The Purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash or by bank- guaranteed cheque at the time of the sale, the balance against transfer to be secured by a Bank or Building Society guarantee to be approved by the Plaintiff's Attorneys to be furnished to the Court Sheriff within fourteen (14) days after the date of sale.
3. The Purchaser shall be liable for payment of interest at the rate as set from time to time by the Plaintiff and prevailing from time time from the date of sale to date of payment.
4. Transfer shall be effected by the Attorneys of the Plaintiff and the Purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates, value added tax and other necessary charges to effect transfer upon request by the said Attorneys.
5. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda District Two, 1 Trevennen Road, Lotusville, Verulam.

Dated at Verulam on this 3rd day of August 2000.

Messrs Gordhan & Company, Suite 6, Second Floor, Temple Chambers, 52/54 Moss Street, Verulam, 4340 (Ref. Mr Gordhan/kc/F310.)

Case No. 1990/00

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MANORANJITHUM PADAYACHEE, Defendant

In execution of a Judgment of the High Court of South Africa, Natal Provincial Division, the following immovable property owned by the above-named Defendant, will be sold in execution on the 6th September 2000 at 10.00 a.m., at the Front Entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder, without reserve:

The property which will be put up for auction is: Lot 2505, Queensburgh (extension no. 2), situate in the Borough of Queensburgh, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 437 square metres, and held under Deed of Transfer No. T34280/95.

The following information relating to the property is furnished but not guaranteed in any way:

1. *Physical address:* The property is situate at 50 Theron Terrace, Queensburgh, KwaZulu-Natal.

Property description: The property has been improved by the construction thereof of: A sub economic dwelling of plain design constructed of brick under tiled roof. Consists of 3 bedrooms, 2 bathrooms, kitchen, dining room, lounge and TV/family room with fitted bar. Outside consists of double lock up garage and laundry with water closet, servant's room and swimming pool.

3. *Please note:* The conditions of sale may be inspected at the aforesaid offices of the Sheriff, No. 2 Samkit Centre, 62 Caversham Road, Pinetown, and at the offices of J Leslie Smith & Co, 332 Loop Street, Pietermaritzburg, KwaZulu-Natal, during normal office hours.

Dated at Pietermaritzburg this 31st day of July 2000.

J Leslie Smith & Company, Plaintiff's Attorneys, 332 Loop Street, Pietermaritzburg. (Ref: Mrs M McCullough/jl/11N0309/00.)

Case No. 3961/2000

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

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and SUBHASH DEWLOK, Execution Debtor

In pursuance of a judgment of the above Honourable Court dated 12 June 2000 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 7 September 2000 at 12h00, on the steps of the High Court, Masonic Grove, Durban, to the highest bidder without reserve:

Rem of Lot 3436, Durban North, situate in the City of Durban, Administrative District of Natal, in extent 1 012 (one thousand and twelve) square metres, and held under Deed of Transfer T17685/94.

Physical address: 1316 North Coast Road, Redhill, Durban North.

The following information is furnished but not guaranteed: Single storey brick under tile dwelling comprising of 3 bedrooms, lounge, kitchen, dining room, bathroom and enclosed verandah. (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 Durban North, 15 Milne Street, Durban.

Dated at Durban this 7th day of August 2000.

Ditz Incorporated, Execution Creditor's Attorneys, 50 Masonic Grove, Durban. (Ref: Mr Cowan/Mr Jankey/sg 02N7775/00.)

Case No. 3152/98

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

In the matter between BOE BANK LTD, Plaintiff, and SUNAVEE FAMILY TRUST, Defendant

In pursuance of a Judgment in the above Honourable Court on 12/10/1998, and a warrant of execution, the undermentioned property will be sold in execution on the 1st day of September 2000 at 09:00, in front of the Magistrate's Court, Ladysmith:

Erf 2405, Ladysmith (Extension 10), also known as 5 Link Road, Ladysmith, in the Ladysmith/Emnambithi Transitional Local Council Area, Province of KwaZulu-Natal, in in extent 2 540 square metres, held under Deed of Transfer No. T9909/1996.

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

Zoning: General Industrial.

Improvements (the accuracy hereof is not guaranteed): *Main building:* Brick under IBR unit comprising of reception, kitchen, 2 offices, 3 toilets. *Outbuildings:* Store, 2 toilets, changeroom.

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 the 1st day of September 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 be inspected at the offices of Plaintiff's Attorneys, or the Sheriff, Ladysmith.
- Dated at Ladysmith on the 3rd day of August 2000.
Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Our Ref. Mr Swanepoel/CN0436.)

Case No. 369/99

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LTD, Plaintiff, and
CONSTANCE SAMUKELISIWE NDLELA, Defendant**

In pursuance of a judgment granted on 31 May 2000 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 24 August 2000 at 10:00, at the front steps, Magistrate's Office, Reinholdt Street, Melmoth:

1. (a) *Deeds office description:* Ownership Unit No. D1848, in extent 368 (three hundred and sixty eight) square metres situated in the Township of Ulundi, District of Mahlabathini County Zululand.
 - (b) *Street address:* D1848, Ulundi Township, Mahlabathini.
 - (c) *Improvements:* Brick under asbestos roofing consisting of two bedrooms, kitchen, lounge room, bathroom with toilet. Fully electrified. (Not warranted to be correct).
 - (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, Mahlabathini.
 3. The sale shall be by public auction without reserve to the highest bidder.
- Dated at Empangeni on this 20th day of July 2000.
Ngwenya & Zwane Inc., No. 5 Hospital Road, Empangeni, 3880. (Ref. IT554/00.)

Case No. 1406/99

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LTD, Plaintiff, and
BEKILE MOLLY MHLONGO, Defendant**

In pursuance of a judgment granted on 15 February 2000 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 24 August 2000 at 10:00, at the front steps, Magistrate's Office, Reinholdt Street, Melmoth:

1. (a) *Deeds Office Description:* Ownership of Unit D1866 in extent 426 (four hundred and twenty six) square metres situated in the Township of Ulundi, District of Mahlabathini County Zululand.
 - (b) *Street address:* D1866, Ulundi Township, Mahlabathini.
 - (c) *Improvements:* Bricks under asbestos roofing consisting of two bedrooms, kitchen, lounge room, bathroom with toilet. Fully electrified (not warranted to be correct).
 - (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, Mahlabathini.
 3. The sale shall be by public auction without reserve to the highest bidder.
- Dated at Empangeni on this 20th day of July 2000.
Ngwenya & Zwane Inc., No. 5 Hospital Road, Empangeni, 3880. (Ref. IT533/99.)

Case No. 2741/00

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and LINDA PENNINGTON PHUNGULA, First Defendant, and THULILE MIRRIAM PHUNGULA, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Newcastle dated 26 June 2000 the undermentioned immovable property together with improvements thereon will be sold in execution on 6 September 2000 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, to the highest bidder:

Site No. E184, Osizweni, Registration Division HT, situated in the Newcastle Transitional Local Council Area, Province of KwaZulu-Natal, measuring 450 (four hundred and fifty) square metres.

Street address: Site No. E184, Osizweni.

Zoning: Residential.

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

None of the above improvements nor vacant possession is guaranteed.

Material conditions: The material conditions of sale are as follows:

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

Dated at Newcastle on this 7th day of August 2000.

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

Case No. 58119/99

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

In the matter between MORNINGSIDE VILLAGE 101 BODY CORPORATE, Plaintiff, and D. K. GOVENDER, Defendant

In pursuance of a judgment granted on 2/11/99, in the Magistrate's Court, Durban, and under writ of execution issued against immovable property thereafter, will be sold in execution on Tuesday, 5 September 2000 at 14:00, at front steps of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Property description: A unit consisting of Section 115, as shown and more fully described on Sectional Plan No. SS138/98 in the scheme known as Morningside Village 101 Body Corporate, in respect of the land and buildings situated at Durban, in the Local Authority Area of Durban Entity of which section the floor area accordingly to the section plan is 35 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.

Physical address: Unit 115, Morningside Village 101, Body Corporate, 80 Fyfe Road, Morningside, Durban, KwaZulu-Natal/

Conditions:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court Act and Rules made thereunder, and of the Title Deed insofar as these are applicable.

2. The following improvements on the property are reported, but not guaranteed:

Improvements: Loft room with b.i.c. with carpets, dining room with carpets, tiled kitchen, bath with toilet and washbasin and an open parking bay.

3. The purchase price shall be paid as to 10% thereof on the signing of the conditions of sale, and the full balance together with interest on the full amount of the Plaintiff's claim at the rate of 16% per annum to date of payment, within fourteen (14) days, to be paid or secured by an approved bank or building society guarantee.

4. The full conditions of the sale which will be read out by the Sheriff of Court, Durban North, immediately prior to the sale may be inspected at his office at 15 Milne Street, Durban.

Dated at Pinetown on this 31st day of July 2000.

Geyser, Liebetrau, Du Toit & Louw, Plaintiff's Attorneys, 7 Greathead Lane, Pinetown. [Tel. (031) 702-0331.]; C/o 2nd Floor, Volkskas Building, 23 Gardiner Street, Durban. (Ref. VMC/M79TM-9.)

Case No. 10445/2000

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and CLIVE MALCOLM JOHN MATHER, First Defendant, and CAROL MABEL THERESA MATHER, Second Defendant

In pursuance of a judgment granted on 9 May 2000, in the Court of the Magistrate, Durban and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 7 September 2000 at 10:00, at Maritime House, 8th Floor, 1 Salmon Grove, Durban:

Description: Lot 195, Block E, Umbilo, of the Town Lands of Durban, 1737, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 365 (three hundred and sixty five) square metres and held under Deed of Transfer T19190/1970.

Street address: 6 Glastonbury Place, Umbilo, Durban.

Improvements: Semi-detached dwelling consisting of 3 bedrooms, bathroom, guest toilet, kitchen, lounge, dining room, staff room with shower (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act, No. 32 of 1944, as amended, and the Rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of sale (and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditors claim) until the date of transfer.

2.3 Transfer shall be effected by the Attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Durban Central, 801 Maritime House, Salmon Grove, Durban.

Dated at Durban on this 8th day of August 2000.

Ditz Incorporated, Plaintiff's Attorneys, 50 Masonic Grove, Durban. (Tel. 301-2882.) (Ref. C. Cowan/V. Jankey/sg 02N7704/00.)

Case No. 67796/99

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

In the matter between SILVERSTONE BODY CORPORATE, Plaintiff, and PATRICIA NOMUSA SHABALALA, Defendant

In pursuance of a judgment granted on the 11/2/2000, in the Magistrate's Court, Verulam, and under writ of execution issued against immovable property thereafter, will be sold in execution, on Tuesday, the 5th day of September 2000 at 14h00, at the front steps of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Property description: A unit consisting of Section 137, as shown and more fully described on Sectional Plan SS23/1996 in the scheme known as Silverstone Body Corporate in respect of the land and buildings situated at Brickfield, Durban, in the Local authority area of Durban of which section the floor area accordingly to the Sectional Plan is 46 square metres in extent, and

An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said Sectional Plan and held under Deed of Transfer ST8445/1997.

Physical address: Unit 137, Silverstone, 8 Matlock Grove, Sydenham, Durban.

Conditions:

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:

Improvements: Brick & tile duplex townhouse comprising of an open plan lounge/kitchen with tiled floors, 2 bedrooms with b.i.c and carpeted floors, toilet with bath and wash basin, lounge, with a balcony & steel railings, 2 communal swimming pools with playground, electronic gates with 24 hrs security guards and a shaded parking.

3. The purchase price shall be paid as to 10% thereof on the signing of the conditions of sale, and the full balance together with interest on the full amount of the Plaintiff's claim at the rate of 16% per annum to date of payment, within fourteen (14) days, to be paid or secured by an approved bank or building society guarantee.

4. The full conditions of the sale which will be read out by the Sheriff of Court, Durban North, immediately prior to the sale may be inspected at his office at 15 Milne Street, Durban.

Dated at Pinetown this 2nd day of August 2000.

Geyser, Liebetrau, Du Toit & Louw, 7 Greathead Lane, Pinetown, c/o 2nd Floor, Volkskas Building, 23 Gardiner Street, Durban. (Ref. VMC/S211TM-16.)

Case No. 1319/98

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

In the matter between NEW REPUBLIC BANK LIMITED, Execution Creditor, and RAJASHREE RAMAUTHAR N.O., 8th Execution Debtor, and RISHI SOORAJNARAIN RAMAUTHAR N.O., 9th Execution Debtor

In pursuance of a judgment in the High Court dated 24th March 1993 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on the 28th day of August 2000 at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder without reserve:

Property description: Erf 4573, Verulam (Extension 35), Registration Division FU, situated in the North Local Council Area, Province of KwaZulu-Natal, in extent two comma nine five eight zero (2,9580) hectares, held under Deed of Transfer T32599/1993.

Physical address: 9/11 Mission Road, Missionlands, Verulam, KwaZulu-Natal.

Improvements: Land with detached buildings (some incomplete) of mixed construction.

Zoning (the accuracy hereof is not guaranteed): Light Industrial.

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 14 (fourteen) 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.
6. The full conditions of sale may be inspected at the offices of the Sheriff, Inanda Area 2, 1 Trevennen Road, Lotusville, Verulam.

Dated at Durban this 9th day of July 2000.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban.

Case No. 302/2000

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

In the matter between KVM (AKM) FAMILY TRUST, Plaintiff, and BRIAN CAMPBELL, First Defendant, and AUDREY ALMA CAMPBELL, Second Defendant

In pursuance of a judgment granted on the 24 March 2000 in the above Honourable Court and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, the 31st August 2000 at 10h00, at the offices of the Sheriff of the High Court, Durban Central, 8th Floor, Maritime House, 1 Salmon Grove, Durban to the highest bidder:

Erf 747, Cato Manor, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, extent 906 (nine hundred and six) square metres, situated at postal address 371 Queen Elizabeth Avenue, Manor Gardens, Durban.

Improvements (the nature, extent, conditions and existence of the improvements are not guaranteed, and are sold voetstoots): A single-storey house, brick under tiled roof consisting of 3 bedrooms, living room and 2 other rooms.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Supreme Court 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 High Court within fourteen (14) days after the sale, to be approved by the Plaintiff's attorneys.
3. The purchaser shall be liable for payment of interest at the rate of 22% 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 High Court, Durban Central and interested parties are asked to contact the Plaintiff who may be prepared to grant facilities to an approved purchaser.

Dated at Durban on this 26th day of July 2000.

J. H. Hawkey, for Hawkey Fletcher, Plaintiff's Attorneys, 800 Victoria Maine, 71 Victoria Embankment (P.O. Box 4925), Durban. (Tel. 301-8733.) (Fax 301-8736.) (DX 100, Durban.) (Ref. JHH/01/R001/011.)

ORANGE FREE STATE ORANJE-VRYSTAAT

Saak No. 3785/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en WYNAND LOUW DU PLESSIS,
ID NOMMER 5311285204000, Verweerder**

Ingevolge 'n vonnis van die Landdroshof van die distrik van Sasolburg gedateer 14 Junie 2000 en 'n lasbrief vir eksekusie gedateer 14 Junie 2000, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 25 Augustus 2000, te die Balju van die Landdroshof, Trustbank Gebou, Kamer 19, Fichardstraat, Sasolburg om 10h00:

Erf 873, geleë in die dorp Vaalpark, distrik Parys, Provinsie Vrystaat, groot 1 041 (eenduisend een en veertig) vierkante meter.

Eiendom bestaande uit: Ingangsportaal, sitkamer, eetkamer, 3 slaapkamers, 2 badkamers, kombuis, opwas, waskamer, 2 motorhuise en stoorkamer.

Twintig persent (20%) van die koopprijs is betaalbaar by sluiting van die koopvooreenkoms 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 Nr 32 van 1944, soos gewysig.

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

Die eiendom staan bekend as Amatolestraat 63, Vaalpark, Sasolburg.

Die volle voorwaardes kan nagegaan word by die kantore van die Balju van die Landdroshof, Trustbank Gebou, Kamer 19, Fichardstraat, Sasolburg, en by die kantore van die Eiser se Prokureurs.

Geteken te Vanderbijlpark op hierdie 18de dag van Julie 2000.

Erica Grobler, vir Gys Louw & Vennote Ing., p/a Molenaar & Griffiths, N J van der Merwe Singel 6, Sasolburg, 9570. (Verw. E Grobler/svt/S0388/176.)

Saak No. 4057/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en SIYABONGA THANDWAYINKOSI NALA, ID NOMMER 7012015609082, 1ste Verweerder, en GUGULAMANDABA NTOMBENHLE NALA, ID NOMMER 7011100405083, 2de Verweerder

Ingevolge 'n vonnis van die Landdroshof van die distrik van Sasolburg gedateer 30 Junie 2000 en 'n lasbrief vir eksekusie gedateer 30 Junie 2000, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 25 Augustus 2000, te die Balju van die Landdroshof, Trustbank Gebou, Kamer 19, Fichardstraat, Sasolburg om 10h00:

Erf 1653, geleë in die dorp Sasolburg (Uitbreiding 20), distrik Parys, provinsie Vrystaat, groot 785 (sewe honderd vyf en tagtig) vierkante meter.

Eiendom bestaande uit: Ingangsportaal, sitkamer, eetkamer, 3 slaapkamers, badkamer, kombuis, motorhuis, bediendekamer en stoorkamer.

Twintig persent (20%) van die koopprys is betaalbaar by sluiting van die koopvooreenkomst 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 Landdroshof Nr 32 van 1944, soos gewysig.

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

Die eiendom staan bekend as Ben Viljoenstraat 7, Sasolburg.

Die volle voorwaardes kan nagegaan word by die kantore van die Balju van die Landdroshof, Trustbank Gebou, Kamer 19, Fichardstraat, Sasolburg, en by die kantore van die Eiser se Prokureurs.

Geteken te Vanderbijlpark op hierdie 26ste dag van Julie 2000.

Erica Grobler, vir Gys Louw & Vennote Ing., p/a Molenaar & Griffiths, N J van der Merwe Singel 6, Sasolburg, 9570. (Verw. E Grobler/svt/S0388/173.)

Saak No. 516/99

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen DIE HARRISMITH PLAASLIKE OORGANGSRAAD, Eiser, en JOSEPH DARIES, Verweerder

Geliewe kennis te neem dat ter uitwinning van 'n vonnis van die Landdroshof van Harrismith gedateer 5 Maart 1999, die ondergemelde eiendom in eksekusie verkoop sal word op Vrydag, die 1ste dag van September 2000 om 09h00, voor die Landdroshofkantoor, Southeystraat 39, Harrismith. Die verkoping sal onderworpe wees aan die voorwaardes wat deur die vendusie-afslaer gelees sal word tydens die verkoping, welke voorwaardes by die kantoor van die Balju, mnr E F Moore, Southeystraat, Harrismith, voor die verkoping geïnspekteer kan word:

Sekere 2024 42nd Hill, Harrismith, distrik Harrismith, provinsie Vrystaat, groot 263 (tweehonderd drie en sestig) vierkante meter, gehou kragtens Titelakte TE5011/1999.

Die volgende inligting word verskaf in verband met die verbeterings op die eiendom, maar hierdie eiendomsbeskrywing word geensins gewaarborg nie:

Woonhuis waarvan die presiese grootte onbekend is.

Geteken te Harrismith op hede die 2de dag van Augustus 2000.

Coetzee - Engelbrecht Ing., Prokureurs vir die Eiser, Heranohof Nr 4, Stuartstraat 54, Posbus 729, Harrismith, 9880. (Verw. C Coetzee/cve S90/99.)

Saak No. 17978/99

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen STANDARD BANK VAN SA BEPERK, Eksekusieskuldeiser, en mnr M A PHARA, Eerste Eksekusieskuldenaar, en mev T E MARWANQANA (PHARA), Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis van die Welkom Landdroshof gedateer die 12de dag van November 1999 en 'n lasbrief vir eksekusie, sal die volgende eiendom verkoop word op Vrydag, die 1ste dag van September 2000 om 11h00 te die Landdroshof, Welkom:

Sekere Erf 958, geleë in die dorpsgebied Rheederspark, distrik Welkom, groot 375 (drie honderd vyf en sewentig) vierkante meter, gehou deur die Verweerder kragtens Sertifikaat van Akte van Transport Nr T2379/1999.

Voorwaardes van verkoping:

(a) Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan die bepalings van die Wet op Landdroshof, Nr 32 van 1944, soos gewysig en die Reëls daarkragtens uitgevaardig.

(b) Die koopprys sal soos volg betaalbaar wees:

'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente is betaalbaar binne 14 (veertien) dae na die verkoping of moet binne gemelde tydperk verseker word deur 'n bank of bouvereniging waarborg.

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

Gedateer te Welkom hierdie 26ste dag van Julie 2000.

L P Grimsell, vir Andrews, Podbielski & Grimsell Ing., Eiser se Prokureur, Boland Bankgebou, Elizabethstraat, Posbus 595, Welkom, 9460. (Verw. Grimsell/yk/G08086.)

Saak No. 4040/99

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen STANDARD BANK VAN SA BEPERK, Eksekusieskuldeiser, en mev L D MASITHA, Eerste Eksekusieskuldenaar, en mnr K R MASITHA, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis van die Welkom Landdroshof gedateer die 20ste dag van Julie 1999 en 'n lasbrief vir eksekusie, sal die volgende eiendom verkoop word op Vrydag, die 1ste dag van September 2000 om 11h00 te die Landdroshof, Welkom:

Sekere Erf 3796, geleë in die dorpsgebied Riebeeckstad, distrik Welkom, groot 946 (nege honderd ses en veertig) vierkante meter, gehou deur die Verweerder kragtens Sertifikaat van Akte van Transport Nr T16224/96.

Voorwaardes van verkoping:

(a) Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan die bepalings van die Wet op Landdroshowe, Nr 32 van 1944, soos gewysig en die Reëls daarkragtens uitgevaardig.

(b) Die koopprijs sal soos volg betaalbaar wees:

'n Deposito van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente is betaalbaar binne 14 (veertien) dae na die verkoping of moet binne gemelde tydperk verseker word deur 'n bank of bouvereniging waarborg.

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

Gedateer te Welkom hierdie 27ste dag van Julie 2000.

L P Grimsell, vir Andrews, Podbielski & Grimsell Ing., Eiser se Prokureur, Boland Bankgebou, Elizabethstraat, Posbus 595, Welkom, 9460. (Verw. Grimsell/cvn/G07096.)

Saak No. 6245/98

IN DIE LANDDROSHOF VIR DIE DISTRIK KROONSTAD GEHOU TE KROONSTAD

In die saak tussen mnr AMOS GGOZO, Eiser, en mnr JONAS MOFOKENG, Verweerder

Ingevolge 'n vonnis gelewer op 10/08/1999, in die Kroonstad Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 7/09/2000 om 10h00, voor die ingang van die Landdroskantoor, te Murraystraat, Kroonstad, aan die hoogste bieder, met geen reserweprijs:

Beskrywing: Erf 12237, groot twee honderd en vyftig (250) vierkante meter, gehou kragtens Akte van Transport Nr. T21636/1997.

Straatadres: 12237 Constantia, Kroonstad.

Die volgende inligting word aangegee, maar is nie gewaarborg nie:

Die eiendom bestaan uit 'n woonhuis met sement baksteen met sinkdak, 2 slaapkamers, binne toilet met badkamer, sitkamer met kombuis en draad omheining.

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 Murraystraat 7, Kroonstad.

Gedateer te Kroonstad op hede 28 Julie 2000.

B C van Rooyen, vir Grimbeek De Hart & Van Rooyen Ing., Eiser of Eiser se Prokureur, Presidentstraat 42, Kroonstad, 9500; Posbus 1282, Kroonstad, 9500. [Tel. (056) 212-5197 / 212-4251.] (Verw. B C van Rooyen/RE/Z25866.)

Saak No. 2295/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen STANDARD BANK VAN SA BEPERK, Eksekusieskuldeiser, en mnr. J J MOTHEPI, Eerste Eksekusieskuldenaar, en mev. M J MOTHEPI, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis van die Welkom Landdroshof gedateer die 22ste dag van Mei 2000 en 'n lasbrief vir eksekusie, sal die volgende eiendom verkoop word op Vrydag, die 1ste dag van September 2000 om 11h00, te die Landdroshof, Welkom:

Sekere Erf 1314, geleë in die dorpsgebied Rheederspark, Distrik Welkom, groot 375 (drie honderd vyf-en-sewentig) vierkante meter, gehou deur die Verweerder kragtens Sertifikaat van Akte van Transport T5795/1999.

Voorwaardes van verkoping:

(a) Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan die bepalings van die Wet op Landdroshowe No. 32 van 1944, soos gewysig en die Reëls daarkragtens uitgevaardig.

(b) Die koopprys sal soos volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente is betaalbaar binne 14 (veertien) dae na die verkoping of moet binne gemelde tydperk verseker word deur 'n bank of bouverenigingwaarborg.

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

Gedateer te Welkom hierdie 24ste dag van Julie 2000.

L. P. Grimsell, vir Andrews, Podbielski & Grimsell Ing., Eiser se Prokureur, Boland Bankgebou, Elizabethstraat (Posbus 595), Welkom, 9460. (Verw. Grimsell/yk/G07900.)

Saak No. 99/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK HENNENMAN GEHOU TE HENNENMAN

**In die saak tussen NEDCOR BANK BPK., Eiser, en COLFAM FARMING BPK., Eerste Verweerder, en
TIMOTHY LEACH, Tweede Verweerder**

Ingevolge 'n vonnis in die Landdroshof, Hennenman, en 'n lasbrief vir eksekusie gedateer 29 Mei 2000, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 8 September 2000 om 10H00, te Delta Afslaers (Regoor Polisiestasie), Hennenman:

Erf 1208, geleë te Hennenman, en bekend as Schlebushstraat 80, gesoneer vir woondoeleindes, groot 1 116 vierkante meter, gehou kragtens Transportakte T2318/1990.

Voorwaardes van verkoping:

1. Die erf sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, Nr 32 van 1944, soos gewysig, en die Reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 'n koers daarop bereken teen 22% per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

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

Gedateer te Hennenman op hierdie 13de dag van Julie 2000.

I. Huljink, for Haasbroek & Willemse, Prokureurs vir Eksekusieskuldeiser, Kerkstraat 8B (Posbus 344), Hennenman, 9445.

Saak No. 99/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK HENNENMAN GEHOU TE HENNENMAN

**In die saak tussen NEDCOR BANK BPK., Eiser, en COLFAM FARMING BPK., Eerste Verweerder, en
TIMOTHY LEACH, Tweede Verweerder**

Ingevolge 'n vonnis in die Landdroshof, Hennenman, en 'n lasbrief vir eksekusie gedateer 29 Mei 2000, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 8 September 2000 om 10H00, te Delta Afslaers (Regoor Polisiestasie), Hennenman:

Erf 1209, geleë te Hennenman, en bekend as Schlebushstraat 82, gesoneer vir woondoeleindes, groot 1 062 vierkante meter, gehou kragtens Transportakte T2318/1990.

Voorwaardes van verkoping:

1. Die erf sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, Nr 32 van 1944, soos gewysig, en die Reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 'n koers daarop bereken teen 22% per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

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

Gedateer te Hennenman op hierdie 13de dag van Julie 2000.

I. Huijink, for Haasbroek & Willemse, Prokureurs vir Eksekusieskuldeiser, Kerkstraat 8B (Posbus 344), Hennenman, 9445.

Case No. 1126/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

**In the matter between STANDARD BANK OF SA LTD, Plaintiff, and
JOHANNES STEPHANUS CLAASSENS (Identity No. 4002025006000), Defendant**

Kindly take notice that pursuant to a judgment delivered by the High Court of South Africa (Orange Free State Provincial Division) on the 8th day of May 2000, and a warrant of execution against immovable property dated the 29th day of May 2000, the undermentioned property will be sold by public auction to the highest bidder on Wednesday, the 30th day of August 2000 at 10:00, at the Magistrate's Office, Philip Street, Parys:

Erf 1486 (Extension 10), situated in the Town and District Parys, Province of Free State, measuring 1 258 square metres, held by virtue of Deed of Transfer T10311/1981.

The property comprises of a dwelling house and outbuilding. The property is zoned for Residential purposes.

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 15% 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 attorneys and the Sheriff of the Court, NV Building, Maré Street, Parys.

Signed at Bloemfontein on this 27th day of June 2000.

Deputy Sheriff, Parys.

P. D. Yazbek, vir 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. 959/00

IN DIE LANDDROSHOF VIR DIE DISTRIK PARYS GEHOU TE PARYS

**In die saak tussen ABSA BANK, Eiser, en G D MARAIS, 1ste Verweerder, en
J S MARAIS, 2de Verweerder**

Ingevolge 'n vonnis van die bogemelde Hof en kragtens 'n lasbrief vir eksekusie gedateer 1 Junie 2000, sal die ondervermelde eiendom op Woensdag, 30 Augustus 2000 om 10:00, voor die Landdroskantoor, Parys, geregteelik aan die hoogste bieder verkoop word, naamlik:

Deelplan SS11/1983, Kosmos Woonstelle (Deel 8), distrik Parys.

Fisiese Adres: Noorderstraat 13, Parys, groot 108 (een nul agt) vierkante meter.

Die koper moet 10% (tien persent) van die koopsom in kontant op die dag van verkoping aan die Balju betaal. Die balans plus rente teen die heersende rentekoers gehief deur die Bank op 'n verbandlening, gereken vanaf die datum van verkoping tot datum van registrasie van transport, moet verseker word deur 'n bank of ander goedgekeurde waarborg binne 14 (veertien) dae na datum van verkoping.

Die voorwaardes van die verkoping sal gedurende kantoorure te die kantore van die Balju, Parys, ter insae lê.

Gedateer te Parys op hierdie 23ste dag van Junie 2000.

Balju, Parys.

N. P. Barnhoorn, vir Coetzee & Barnhoorn, Prokureur vir Eiser, Buitenstraat 25 (Posbus 5), Parys, 9585.

Saak No. 896/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BOTHAVILLE GEHOU TE BOTHAVILLE

In die saak tussen SOLOMON MOTSAMAI, Eiser, en K. E. MOFOKENG, Verweerder

Kragtens 'n vonnis in hierdie saak word die volgende eiendom by die Balju vir die Landdroshof se kantore, Presidentstraat 90, Bothaville in eksekusie verkoop om 17H00 op 6 September 2000:

1. 693 Kgotsong (met geboude 4-slaapkamerhuis daarop).

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

1. Dat 'n deposito van 20% van die koopprys in kontant betaalbaar is met ondertekening van hierdie voorwaardes.
2. Die balans koopprys met rente daarop teen 15,50% per jaar, moet gewaarborg word binne 30 (dertig) dae vanaf datum van verkoping met 'n goedgekeurde bank of ander goedgekeurde waarborg.
3. Die afslaer se kommissie is onmiddellik betaalbaar.

Geteken te Bothaville op hierdie 25ste dag van Julie 2000.

Mnre Carey & Botha Ingelyf, Prokureurs vir Eiser, Presidentstraat 13 (Posbus 7), Bothaville, 9660. [Tel. (056) 515-2129.] (Verw. mnr. Strauss/EJ.)

Saak No. 2128/98

IN DIE LANDDROSHOF VIR DIE DISTRIK BOTHAVILLE GEHOU TE BOTHAVILLE

In die saak tussen BOTHAVILLE/KGOTSONG OORGANGSRAAD, Eiser, en T. D. MONGANE, Verweerder

Kragtens 'n vonnis in hierdie saak word die volgende eiendom by die Balju vir die Landdroshof se Kantore, Presidentstraat 90, Bothaville in eksekusie verkoop op 6 September 2000 om 17:00:

1. 804 Kgotsong (met geboude seweslaapkamerhuis en buitegeboue daarop).

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

1. Dat 'n deposito van 20% van die koopprys in kontant betaalbaar is met ondertekening van hierdie voorwaardes.
2. Die balanskoopprys met rente daarop teen 20,50% per jaar, moet gewaarborg word binne 30 (dertig) dae vanaf datum van verkoping met 'n goedgekeurde bank of ander goedgekeurde waarborg.
3. Die afslaer se kommissie is onmiddellik betaalbaar.

Geteken te Bothaville op hierdie 21ste dag van Julie 2000.

Mnre. Carey & Botha Ingelyf, Prokureurs vir Eiser, Presidentstraat 13 (Posbus 7), Bothaville, 9660. [Tel. (056) 515-2129.] (Verw. mnr. Strauss/EJ.)

Saak No. 3159/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen SAAMBOU BANK, Eksekusieskuldeiser, en JOHANN VENTER, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof Odendaalsrus en 'n lasbrief vir eksekusie gedateer 17 September 1999, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 1 September 2000 om 10:00, by Landdroskantoor, Weeberstraat, Odendaalsrus:

Erf 1808, geleë in die dorpsgebied Odendaalsrus, distrik Odendaalsrus (Bridgerlaan 24, Odendaalsrus), groot 714 (sewehonderd en veertien) vierkante meter.

Verbeterings: Bestaande uit 'n woonhuis met normale buitegeboue.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig en die Reëls daarkragtens uitgevaardig.

2. Die koopprys van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans, tesame met rente daarop bereken teen 20% per jaar vanaf datum van verkoping tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

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

Geteken te Welkom op de 24ste dag van Julie 2000.

J. Fourie, vir Neumann Van Rooyen Ing., Heeren II-gebou, Heerenstraat, Welkom. (Verw. J. Fourie: BJ: H 0394.)

Saak No. 15661/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen ABSA BANK BEPERK, Eiser, en JOHN DONALDSON COETZER, Verweerder

Kragtens 'n uitspraak van die bogemelde Agbare Hof op 19 Mei 2000 en 'n lasbrief tot eksekusie sal die volgende eiendom in eksekusie verkoop word op 6 September 2000 om 10:00 te Derde Straat 6A, Westdene, Bloemfontein deur die Balju aan die persoon wat die hoogste aanbod maak, naamlik:

Sekere Erf 6428, geleë in die stad Bloemfontein, distrik Bloemfontein (ook bekend as Dan Pienaarrylaan 122, Bloemfontein), groot 14 235 vierkante voet, gehou kragtens Akte van Transport 4630/1953, onderhewig aan sekere voorwaardes.

Die volgende inligting word verskaf maar nie gewaarborg nie: Die eiendom bestaan uit drie slaapkamers, twee kombuise, badkamer met stort, sitkamer, woonkamer, bediendekamer en dubbelmotorhuis.

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, Derde Straat 6A, Westdene, Bloemfontein.

Geteken te Bloemfontein hierdie 20ste dag van Julie 2000.

Mnr. P. H. T. Colditz, Prokureur vir Eiser, p.a. Schoeman Maree Ing., Schoeman Maree-gebou, Voortrekkerstraat 190, Bloemfontein, 9301. (Verw. mnr. PHT Colditz/MS/Z03564.)

Case No. 2056/2000

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

**In the matter between: ANGLOGOLD BEPERK, Execution Creditor, and
MABHULU HOWARD NJONI, Execution Debtor**

In pursuance of a judgment in the Magistrate's Court, Odendaalsrus and a Warrant of Execution dated 13th of June 2000 the following property will be sold in execution on Friday, 1 September 2000 at 10:00 in front of the Magistrate's Office, 40 Weeber Street, Odendaalsrus:-

Certain: Erf 7228, Extension 8, situate in the township Kutlwanong, district Odendaalsrus.

Measuring: 360 square metres.

Held: By Certificate of Registered Grant of Leasehold TL 10392/1995.

Improvements: A two bedroom dwelling with lounge, kitchen and bathroom.

The property is zoned for dwelling purposes.

Conditions of sale:

1. The property shall be sold "voetstoots" to the highest bidder without reserve, subject to the provisions of the Magistrate's Courts Act No 32 of 1944, as amended, and the rules enacted in terms thereof.

2. The purchase price shall be payable as follows:

A deposit of 10% (ten percent) of the purchase price in cash immediately after the sale and the unpaid balance, together with interest thereon calculated at 16,00% per annum from date of sale to date of registration of transfer, shall be paid within 21 (twenty one) days from the date of sale or secured by an approved Bank- or Building Society guarantee.

3. The full conditions of sale, which will be read by the Auctioneer immediately prior to the sale, may be inspected at the office of the Messenger of the Court, Odendaalsrus during office hours.

Signed at Odendaalsrus on this the 31st day of July 2000.

G. J. Oberholzer, for Andrews Podbielski & Grimsell Incorporated, 83 Waterkant Street, Odendaalsrus, 9480. (Ref. GJO/mv/464/2000.)

Case No. 2026/2000

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

In the matter between: ANGLOGOLD BEPERK, Execution Creditor, and MOTSHABI PETRUS MALEFANE, First Execution Debtor, and PINKI LUCY MALEFANE, Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Odendaalsrus and a Warrant of Execution dated 13th of June 2000 the following property will be sold in execution on Friday, 1 September 2000 at 10:00 in front of the Magistrate's Office, 40 Weeber Street, Odendaalsrus:-

Certain: Erf 6931, situate in the township Kutlwanong, district Odendaalsrus.

Measuring: 348 square metres.

Held: By Certificate of Registered Grant of Leasehold TL 2917/1995.

Improvements: A two bedroom dwelling with lounge, kitchen and bathroom.

The property is zoned for dwelling purposes.

Conditions of sale:

1. The property shall be sold "voetstoots" to the highest bidder without reserve, subject to the provisions of the Magistrate's Courts Act No 32 of 1944, as amended, and the rules enacted in terms thereof.

2. The purchase price shall be payable as follows:

A deposit of 10% (ten percent) of the purchase price in cash immediately after the sale and the unpaid balance, together with interest thereon calculated at 16,00% per annum from date of sale to date of registration of transfer, shall be paid within 21 (twenty one) days from the date of sale or secured by an approved Bank- or Building Society guarantee.

3. The full conditions of sale, which will be read by the Auctioneer immediately prior to the sale, may be inspected at the office of the Messenger of the Court, Odendaalsrus during office hours.

Signed at Odendaalsrus on this the 28th day of July 2000.

G. J. Oberholzer, for Andrews Podbielski & Grimsell Incorporated, 83 Waterkant Street, Odendaalsrus, 9480. (Ref. GJO/mv/323/2000.)

Saak No. 1603/99

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen: ABSA BANK BEPERK, Eiser, en PIETER JOHANNES JACOBUS BOUWER, 1e Verweerder, en SYLVIA BOUWER, 2e Verweerder

Ten uitvoering van 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling) sal 'n verkoping met voorbehoud van die volgende eiendom van bogenoemde verweerder plaasvind voor die Landdroeskantoor, Voortrekkerstraat, Ficksburg, om 11:00, op Vrydag, 1 September 2000, naamlik:

1. Gedeelte van Erf 773, (Langstraat 29), Ficksburg, distrik Ficksburg, Provinsie Vrystaat.

Groot: 1 445 (een vier vier vyf) vierkante meter.

Gehou deur die verweerders kragtens Transportakte T17609/1995.

Die volgende inligting word verstrek, maar in hierdie opsig word niks gewaarborg nie.

Verbeterings bestaan uit:

Huis met:

4 Slaapkamers, 2 Badkamers, TV Kamer, Kombuis, Opwaskamer, 3 Garages, Woonstel, Werkskamer.

Terme: Die koper sal 10% van die koopsom in kontant aan die balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne veertien (14) dae na die datum van verkoping aan die balju gelewer moet word. Indien die eiendom deur die eerste verbandhouer gekoop word, hoef die 10% kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopsvoorwaardes is ter insae in my kantoor te Ziehlstraat 21, Ficksburg gedurende kantoorure.

Balju vir die distrik Ficksburg, Ziehlstraat 21, Ficksburg.

D. J. Nortier, vir Naudes, Prokureur vir Eiser, St Andrewstraat 161, Bloemfontein.

Saak No. 2177/99

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Oranje-Vrystaatse Provinsiale Afdeling)

**In die saak tussen: ABSA BANK BEPERK, Eiser, en MODERN WOODCRAFT (PTY) LTD (80/06462/07),
1st Defendand, en PIETER JOHANNES JACOBUS BOUWER, ID Nr. 3607215020008, 2nd Defendand**

Ten uitvoering van 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling) sal 'n verkoping met voorbehoud van die volgende eiendom van bogenoemde verweerder plaasvind voor die Landdroskantoor, Voortrekkerstraat, Ficksburg, om 11:00, op Vrydag, 1 September 2000, naamlik:

Restant van erf 314, Ficksburg, distrik Ficksburg, Provinsie Vrystaat, geleë te Visserstraat 108, Ficksburg.

Groot: 2 307 vierkante meter.

Gehou deur eerste verweerder kragtens Akte van Transportakte Nr. T10839/1983 geregistreer in die kantoor van die Registrateur van Aktes, Bloemfontein op 5 Oktober 1983.

Die volgende inligting word verstrek, maar in hierdie opsig word niks gewaarborg nie.

Steengebou met sinkdak.

Drie kantore met stoor, binne en buite toilet.

Terme: Die koper sal 10% van die koopsom in kontant aan die balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne veertien (14) dae na die datum van verkoping aan die balju gelewer moet word. Indien die eiendom deur die eerste verbandhouer gekoop word, hoef die 10% kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopsvoorwaardes is ter insae in my kantoor te Ziehlstraat 21, Ficksburg gedurende kantoorure.

Balju vir die distrik Ficksburg, mev. AE Fourie. *Adres:* Ziehlstraat 21, Ficksburg.

D. J. Nortier, vir Naudes, Prokureur vir Eiser, St Andrewstraat 161, Bloemfontein.

Saak No. 4612/98

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

**In die saak tussen SASOLBURG PLAASLIKE OORGANGSRAAD, Eiser, en
ZAMDELA PROJECTS BK, Verweerder**

Ingevolge 'n vonnis van die Landdroshof vir die distrik van Sasolburg gedateer 12 Januarie 2000, en 'n lasbrief tot eksekusie gedateer 7 Februarie 2000, sal die volgende eiendom met verbeterings daarop, in eksekusie verkoop word op Vrydag, 15 September 2000 om 10h00, by die kantoor van die Balju, Sasolburg:

Sekere erwe:

Erf 4355, Zamdela, Sasolburg;

Erf 4356, Zamdela, Sasolburg;

Erf 4369, Zamdela, Sasolburg;

Erf 4370, Zamdela, Sasolburg;

Erf 4396, Zamdela, Sasolburg;

Erf 4397, Zamdela, Sasolburg;

Erf 4398, Zamdela, Sasolburg;

Erf 4399, Zamdela, Sasolburg;

Erf 6583, Zamdela, Sasolburg;

Erf 6584, Zamdela, Sasolburg;

Erf 6585, Zamdela, Sasolburg;

Erf 6586, Zamdela, Sasolburg;

Erf 6587, Zamdela, Sasolburg;

Erf 6588, Zamdela, Sasolburg;

Erf 6597, Zamdela, Sasolburg;

Erf 6598, Zamdela, Sasolburg;

Erf 6599, Zamdela, Sasolburg;

Erf 6600, Zamdela, Sasolburg;

Erf 6601, Zamdela, Sasolburg;

Erf 6602, Zamdela, Sasolburg.

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

Die volle voorwaardes van die eksekusie-verkoping wat op die koper bindend sal wees sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju, Sasolburg, en by die kantore van die Eiser se prokureurs.

Aldus geteken te Sasolburg op hierdie 2de dag van Augustus 2000.

J P S de Beer, vir De Beer & Claassen, Posbus 77, Sasolburg, 9570. (Verw: Jan de Beer/MDP/H3812.)

Saak No. 6022/99

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen WELKOM MUNISIPALITEIT, Eksekusieskuldeiser, en Z CUNUKELO, Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 13 Junie 2000, in die Landdroshof te Welkom sal die volgende eiendom verkoop word op 13 Oktober 2000 om 11h00, te die Tulbachingang, Landdroskantore:

Sekere: Erfnommer 19662, groot: Vierkante meters, geleë te Thabong, Distrik Welkom, gehou kragtens Akte van Transport Nr TL20643/1996, geregistreer en onderhewig aan sekere serwitute.

Beskrywing: Woonhuis.

Verbeterings: —.

Buitegeboue: —

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (sewe) dae verkoop word aan die hoogste bieder, en verder onderhewig aan die bepalings van die Wet op Landdroshowe Nr 32 van 1944, soos gewysig, en die Reëls daarkragtens uitgevaardig.

2. Die Koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die Koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 'n koers van 20,75% per jaar vanaf 21/01/2000 tot datum van registrasie van transport sal binne 14 (veertien) dae betaal word of gewaarborg word deur 'n goedgekeurde bank of bougenootskapwaarborg.

3. Die volle verkoopsvoorwaardes wat deur die Geregsbode of Afslaer uitgelees sal word onmiddellik voor die Verkoping, kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hede die 2de dag van Augustus 2000.

Schoeman Kellerman & Kotze, Schoeman Kellerman & Kotze Gebou, Reinetsstraat, Welkom, 9460.

Saak No. 9388/99

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen WELKOM MUNISIPALITEIT, Eksekusieskuldeiser, en M S MALINA, Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 17 Julie 2000, in die Landdroshof te Welkom sal die volgende eiendom verkoop word op 13 Oktober 2000 om 11h00, te die Tulbachingang, Landdroskantore:

Sekere: Erfnommer 29452, groot: Vierkante meters, geleë te Thabong, Distrik Welkom, gehou kragtens Akte van Transport Nr TL3540/1992, geregistreer en onderhewig aan sekere serwitute.

Beskrywing: Woonhuis.

Verbeterings: —.

Buitegeboue: —

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (sewe) dae verkoop word aan die hoogste bieder, en verder onderhewig aan die bepalings van die Wet op Landdroshowe Nr 32 van 1944, soos gewysig, en die Reëls daarkragtens uitgevaardig.

2. Die Koopprijs sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die Koopprijs in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 'n koers van 20,75% per jaar vanaf 21/01/2000 tot datum van registrasie van transport sal binne 14 (veertien) dae betaal word of gewaarborg word deur 'n goedgekeurde bank of bougenootskapwaarborg.

3. Die volle verkoopsvoorwaardes wat deur die Geregsbode of Afslaer uitgelees sal word onmiddellik voor die Verkoop, kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hede die 2de dag van Augustus 2000.

Schoeman Kellerman & Kotze, Schoeman Kellerman & Kotze Gebou, Reinetsstraat, Welkom, 9460.

Saak No. 6459/99

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen: WELKOM MUNISIPALITEIT, Eksekusieskuldeiser, en M O JEJE, Eerste Eksekusieskuldenaar, en R V JEJE, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 13 Junie 2000 in die Landdroshof te Welkom sal die volgende eiendom verkoop word op 13 Oktober 2000 om 11h00 te die Tulbachingang, Landdroskantore:

Sekere: Erfnommer: 19967, groot: vierkante meters, geleë te Thabong, distrik Welkom, gehou kragtens Akte van Transport Nr TL13192/1990 geregistreer en onderhewig aan sekere serwitute.

Beskrywing: Woonhuis.

Verbeterings:

Buitegeboue:

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (sewe) dae verkoop word aan die hoogste bieder, en verder onderhewig aan die bepalings van die Wet op Landdroshowe, Nr. 32 van 1944, soos gewysig, en die Reëls daarkragtens uitgevaardig.

2. Die koopprijs sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 'n koers van 20,75% per jaar vanaf 21/01/2000 tot datum van registrasie van transport sal binne 14 (veertien) dae betaal word of gewaarborg word deur 'n goedgekeurde bank of bougenootskapwaarborg.

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

Gedateer te Welkom op hede die 2de dag van Augustus 2000.

Schoeman Kellerman & Kotze, Schoeman Kellerman & Kotze Gebou, Reinetsstraat, Welkom, 9460.

Saak No. 91/98

IN DIE LANDDROSHOF VIR DIE DISTRIK SENEKAL GEHOU TE PAUL ROUX

In die saak tussen mnr. BJ MOFOKENG, Eiser, en PETRUS SEKOALA MOFOKENG, Verweerder

Ingevolge 'n vonnis gelewer op 13/04/1999, in die Paul Roux Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 31/08/2000 om 11:00 te Landdroskantoor, Paul Roux, aan die hoogste bieder, met geen reserweprijs.

Beskrywing: Verweerder se reg, titel en belang in en tot Erf 385, Fateng Tse Ntso, distrik Paul Roux, provinsie Vrystaat, groot driehonderd en agt (308) vierkante meter.

Straatadres: Perseel 385, Fateng, Paul Roux.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit woonhuis.

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 Van Riebeeckstraat 26, Senekal, 9600.

Gedateer te Bethlehem op hede die 24ste dag van Julie 2000.

C. C. Harrington, vir Harrington Ingelyf, Eiser of Eiser se Prokureur, Lindleystraat 29, Bethlehem, 9700; Posbus 255, Bethlehem. [Tel. (058) 303-5438.] (Verw. jp/BC0826.)

Case No. 91/98

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SENEKAL HELD AT PAUL ROUX

In the matter between: mnr. B. J. MOFOKENG, Plaintiff, and PETRUS SEKOALA MOFOKENG, Defendant

In pursuance of judgment granted on 13/04/1999, in the Paul Roux Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 31/08/2000 at 11:00 at Magistrate's Offices, Paul Roux to the highest bidder:

Description: Defendant's title and interest in Erf 385, Fateng Tse Ntso, District Paul Roux, Free State Province, in extent three hundred and eight (308) square metres.

Postal Address: Erf 385, Fateng, Paul Roux.

Improvements: House.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
2. The Purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the Purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.
3. The Purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be affected by the 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, 26 Van Riebeeck Street, Senekal, 9600.

Dated at Bethlehem on this 24th day of 2000.

C. C. Harrington, for Harringtons Incorporated, Plaintiff's Attorneys, 29 Lindley Street, Bethlehem, 9700; P.O. Box 255, Bethlehem. [Tel. (058) 303-5438.] (Ref. jp/BC0826.)

Saak No. 1943/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VREDEFORT GEHOU TE VREDEFORT

In die saak tussen SA BROUERY BEPERK, Eiser, en OUPA ISAAC LOFAFA, 1ste Verweerder, en TUMAHOLE BOTTELSTOOR, 2de Verweerder

Ingevolge 'n vonnis van die bogemelde Hof en kragtens 'n lasbrief vir eksekusie gedateer 1 Junie 2000 sal die ondervermelde eiendom op Woensdag, 30 Augustus 2000 om 10:00, voor die Landdroskantoor, Parys, geregteelik aan die hoogste bieder verkoop word, naamlik:

Perseel 1151, Tumahole, en distrik Parys, groot 377 (drie sewe sewe) vierkante meter.

Die koper moet 10% (tien persent) van die koopsom in kontant op die dag van verkoping aan die Balju betaal. Die balans plus rente teen die heersende rentekoers gehou deur die Bank op 'n verbandlening, gereken vanaf die datum van verkoping tot datum van registrasie van transport, moet verseker word deur 'n bank of ander goedgekeurde waarborg binne 14 (veertien) dae na datum van verkoping.

Die voorwaardes van die verkoping sal gedurende kantoorure te die kantore van die Balju, Parys, ter insae lê.

Gedateer te Parys op hierdie 1ste dag van Augustus 2000.

Balju Parys.

N. P. Barnhoorn, vir Coetzee & Barnhoorn, Prokureur vir Eiser, Buitenstraat 25 (Posbus 5), Parys, 9585.

TRANSVAAL

Saak No. 26314/99

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen: ABSA BANK BEPERK, Eiser, en DEVENISH, BARRY PHILLIP, Verweerder

Ter uitwinning van 'n vonnis in die bogemelde Agbare Hof gedateer die 15de dag van November 1999, sal 'n verkoping sonder 'n reserweprys as 'n eenheid gehou word te Balju, Johannesburg Sentraal, te Jutastraat 69, Braamfontein, op 31 Augustus 2000 om 10h00 van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê te Balju Johannesburg Sentraal aan die hoogste bieder:

(a) Deel No. 15, soos aangetoon en vollediger beskryf op Deelplan No. SS191/1982, in die skema bekend as Strathbogie, ten opsigte van die grond en gebou of geboue geleë te Hillbrow Dorpsgebied, Johannesburg, van welke deel die vloeroppervlakte, volgens genoemde deelplan 83 (drie-en-tagtig) 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 die genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST191/1982 (15)(UNIT) of ST 2189/1983.

Sonering: Woonstel, geleë te Woonstel 33, Strathbogie, 8 Caroline Straat, Hillbrow.

Die volgende inligting word verskaf insake verbetering, alhoewel geen waarborg in verband daarmee gegee kan word nie: 'n Woonstel bestaande uit ingangsportaal, woonkamer, kombuis, 2 slaapkamers, badkamer & w.c.

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

Afslaaersgelde betaalbaar op die dag van die verkoping sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n maksimum van R30 000 (dertig duisend rand) en daarna 3% (drie persent) tot maksimum fooi van R7 000 (sewe duisend rand) met 'n minimum van R260 (tweehonderd en sestig rand). Minimum fooie — R260 (twee honderd en sestig rand).

Gedateer te Johannesburg op hierdie 17de dag van Julie 2000.

Tim du Toit & Kie Ing., Sewende Verdieping Nedbank Mall, Commissionerstraat 145, Johannesburg; Posbus 1196, Johannesburg, 2000. [Tel. (011) 331-3868.] [Fax (011) 331-9700.] (Verw. Mnr. A. van der Merwe/tv/FD24.)

Saak No. 9729/2000

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen: SAAMBOU BANK BEPERK, Eiser, en BALANGANANI ALICE MAWELA, Verweerder

'n Verkoping sal plaasvind by die Landdroshof, Ga-Rankuwa om 10H00 op 30 Augustus 2000.

Perseel 292, dorpsgebied Odenburg Gardens, distrik Odi, groot 452 (vierhonderd twee-en-vyftig) vierkante meter, gehou deur die Verbandgewer kragtens Akte van Transport T854/95, geregistreer op 18 Oktober 1995, ook bekend as Erf 292, Odenburg Gardens, Odi.

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

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word lê ter insae te Stand 101, Southstraat, Unit 15, Ga-Rankuwa.

Geteken te Pretoria op hierdie 24ste dag van Julie 2000.

S. White, vir Wilsenach Van Wyk Goosen & Bekker, Sanlamsentrum 1115, Andriesstraat 252, Pretoria. (Tel. 322-6951.) (Verw. Mev. Kasselmann/SB964.)

Saak No. 36262/99

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen: SAAMBOU BANK BEPERK, Eiser, en JACOBUS JOHANNES FICK, Verweerder

'n Verkoping sal plaasvind te Fehrslane Sentrum, Strubenstraat 130A, Pretoria, op 30 Augustus 2000 om 10H00.

Erf 374, in die dorpsgebied Erasmuskloof Uitbreiding 3, Registrasie Afdeling JR, provinsie Gauteng, groot 1 131 (eenduisend eenhonderd een-en-dertig) vierkante meter, gehou kragtens Akte van Transport T110903/98, onderworpe aan die voorwaardes daarin vervat en in besonder die voorbehoud van minerale regte; ook bekend as Ibequastraat 9, Erasmuskloof X3.

Besonderhede word nie gewaarborg nie en is soos volg: Portaal, sitkamer, eetkamer, 3 slaapkamers, 2 badkamers, kombuis, wassery, buitetoilet, 2 afdakke.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word lê ter insae te Fehrslane Sentrum, Strubenstraat 130A, Pretoria.

Geteken te Pretoria op hierdie 20ste dag van Julie 2000.

S. White, vir Wilsenach Van Wyk Goosen & Bekker, Sanlamsentrum 1115, Andriesstraat 252, Pretoria. (Tel. 322-6951.) (Verw. Mev. Kasselmann/SB868.)

Saak No. 36242/99

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

In die saak tussen: SAAMBOU BANK BEPERK, Eiser, en SUSANNA MARIA BOSMAN, 1ste Verweerder, en WILLEM JACOBUS FRASER, 2de Verweerder

'n Verkoping sal plaasvind te Fehrslane Sentrum, Strubenstraat 130A, Pretoria op 30 Augustus 2000 om 10H00.

'n Eenheid bestaande uit:-

(a) Deel no 2 soos getoon en volledig beskryf op Deelplan No SS128/84 in die skema bekend as Silversands ten opsigte van die grond of gebou of geboue geleë te Silverton Uitbreiding 14 Dorpsgebied; Plaaslike Owerheid: Stadsraad van Pretoria van welke deel die vloeroppervlakte volgens voormelde deelplan 83 (drie 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 soos op genoemde deelplan aangeteken. Gehou kragtens Akte van Transport ST40579/97.

Ook bekend as Silver Sands 6, Jamesstraat, Silverton.

Besonderhede word nie gewaarborg nie en is soos volg: Sitkamer/Eetkamer, Kombuis, 2 Slaapkamers, Badkamer, Toilet, Onderdak Parkering.

Die verkoopsvoorwaardes wat onmiddellik voor die verkoping gelees sal word lê ter insae te Fehrslane Sentrum, Strubenstraat 130A, Pretoria.

Geteken te Pretoria op hierdie 19 dag van Julie 2000.

S. White, vir Wilsenach Van Wyk Goosen & Bekker, Sanlamsentrum 1115, Andriesstraat 252, Pretoria. (Tel. 322-6951.) (Verw. mev. Kasselmann/SB865.)

Saak No. 13397/2000

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

In die saak tussen: SAAMBOU BANK BEPERK, Eiser, en BAREND JACOBUS FREDERICK PRETORIUS, 1ste Verweerder, en LIZELLE PRETORIUS, 2de Verweerder

'n Verkoping sal plaasvind te Fehrslane Sentrum, Strubenstraat 130A, Pretoria op 16 Augustus 2000 om 10H00.

Erf 10, The Reeds Uitbreiding 6 Dorpsgebied.

Registrasie Afdeling JR, Gauteng.

Groot 1 044 (eenduisend vier en veertig) vierkante meter.

Gehou kragtens akte van Transport T123118/96.

Onderhewig aan al die voorwaardes wat in gemelde akte vermeld staan of na verwys word en spesiaal onderhewig aan die voorbehoud van minerale regte.

Ook bekend as Fransstraat 11, The Reeds.

Besonderhede word nie gewaarborg nie en is soos volg: Sitkamer, Gesinskamer, Eetkamer, 3 Slaapkamers, Aantrekkamer, 2 Badkamers met Storte, Kombuis, Buitekamer met Badkamer, 2 Motorafdakke.

Die verkoopsvoorwaardes wat onmiddellik voor die verkoping gelees sal word lê ter insae te die kantore van die Balju, Edenpark, Plot 82, Gerhardstraat, Lyttelton.

Geteken te Pretoria op hierdie 20ste dag van Julie 2000.

S. White, vir Wilsenach Van Wyk Goosen & Bekker, Sanlamsentrum 1115, Andriesstraat 252, Pretoria. (Tel. 322-6951.) (Verw. mev. Kasselmann/SB958.)

CAPE • KAAP

Saak No. 18162/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WYNBERG GEHOU TE WYNBERG

In die saak tussen ABSA BANK BEPERK, Eiser, en GRAHAM DESMOND BRUINERS, Eerste Verweerder, en ROSALIND SOPHIA BRUINERS, Tweede Verweerder

Kragtens 'n uitspraak van bomelde Hof en Lasbrief tot Eksekusie, sal die ondervermelde onroerende eiendom per Openbare veiling verkoop word op Woensdag, 6 September 2000 om 12h00 by die perseel te wete Sedgehill Laan 12, Otter-

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

Sekere: Erf 2956, Ottery, geleë in die Munisipaliteit Suid-Skiereiland, Afdeling Kaap, Wes Kaap Provinsie, groot 428 (vierhonderd agt-en-twintig) vierkante meter, gehou Kragtens Transportakte Nr T87885/1997, ook bekend as Sedgehill Laan 12, Ottery.

Veilingsvoorwaardes:

1. Die veiling is onderworpe aan die voorwaardes en bepalinge 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 bepalinge van Artikel 66 van voormelde Wet.

2. Een-tiende (1/10) van die koopprijs moet kontant of deur middel van 'n bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom as verkoop verklaar is en die res van die koopprijs, 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, Wynberg-Noord.

Geteken te Bellville op die 26ste dag van Julie 2000.

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

Saak No. 6716/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILSRIVIER GEHOU TE GEHOU TE KUILSRIVIER

In die saak tussen ABSA BANK LIMITED, Eiser, en JHN ADAMS, Eerste Verweerder, en RACHEL ELIZABETH ADAMS, Tweede Verweerder

Ingevolge uitspraak in die Hof van die Landdros van Bellville gedateer 14 Junie 2000, sal die volgende onroerende eiendom op die 4de dag van September 2000 om 9h00 aan die hoogste bieder te Landdroshof Kuilsrivier, in eksekusie verkoop word, naamlik:

Erf 3761, Blue Downs, in die Oostenberg Munisipaliteit, Afdeling Stellenbosch, Wes Kaap Provinsie, groot 330 m².

Die volgende inligting oor die perseel word verstrekk maar nie gewaarborg nie: Die perseel is geleë te Willowstraat 16, Hillcrest, Blue Downs. Verbeterings op die perseel bestaan uit: 'n Woonhuis met teëldak bestaande uit sitkamer, kombuis, drie slaapkamers en badkamer/toilet.

Voorwaardes van verkoop:

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

2. **Betaling:** 'n Deposito van 10% (tien persent) van die koopprijs sal deur die Koper aan die Balju gemaak word ten tye van die verkoping in kontant, of deur middel van 'n Bankgewaarborgde tjek. Die volle balans van die koopprijs (plus rente teen 14.5% per jaar maandeliks gekapitaliseer, bereken op die vonnisskuld verskuldig aan die Eksekusieskuldeiser vanaf datum van verkoping tot datum van registrasie van transport) sal betaal word teen registrasie van transport, welke bedrag verseker moet word deur 'n goedgekeurde Bankwaarborg wat voorsien moet word binne 14 (veertien) dae vanaf datum van verkoping.

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

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

Gedateer te Durban op hierdie 21ste dag van Julie 2000.

E Louw, vir Louw & Coetzee, Eiser se Prokureurs, Hoofweg 35, Posbus 146, Durbanville. [Tel. (012) 976-3180.] (Verw. E Louw/Esmé.)

Case No. 5916/97

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

In the matter between ABSA BANK LIMITED t/a UNITED BANK, Plaintiff, and FRANCOIS ROBERT FRAETAS, First Defendant, and RIANA FRAETAS, Second Defendant

The following property will be sold in execution on Friday the 1st day of September, 2000 at 10h00 a.m. to the highest bidder at: 56-11th Avenue, Gonubie, held under Deed of Transfer No. T651/1982.

The following improvements are reported but not guaranteed: Dwelling under brick and tile, entrance hall, lounge, dining-kitchen, 3 bedrooms, bathroom/wc/sh and sh/wc. **Outbuildings:** Single garage, maids room/wc/sh.

Conditions of sale:

1. A deposit of ten (10) per centum of the purchase price must be paid in cash or by a deposit-taking institution guaranteed cheque at the time of the sale and the balance against registration of transfer.

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

3. The full conditions of sale which will be read out immediately prior to the sale and may be inspected at the Sheriff's office, 4 Lower Oxford Street, East London.

I C Clark Inc., Plaintiff's Attorneys, cnr Oxford Street & St Lukes Road, Southernwood, East London. (Ref. Coll/jo/F642/C01215.)

Case No. 333/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and MARIA SAMPSON, Defendant

In pursuance of a judgment granted on the 4/08/1999, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 5/09/2000 at 10:00, at Atlantis Court House:

Property description: Erf 10086, Westfleur, in the area of the Transitional Metropolitan Substructure Atlantis, Cape Division, Province of the Western Cape, in extent two hundred and fifty (250) square metres; held by Deed of Transfer T40254/96, situated at 83 Sun Road, Atlantis.

Improvements: Dwelling: 3 Bedrooms, lounge, kitchen and bathroom (not guaranteed).

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

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

Dated at Parow on this 18 July 2000.

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. A0482/44/WS/Irma Otto.)

PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

TRANSVAAL

OPENBARE VEILING

Rekeningnommer 100031

In opdrag van die mede-likwidateurs van **DIB Eiendomme (Edms) Bpk** (in likwidasie) T1646/00 verkoop ons ondervermelde boedelbates, sonder reserwe, per openbare veiling, op 23 Augustus om 11h00, te Diep-in-die-Berg, Wapadrand, Pretoria.

Beskrywing: Erwe 452 en 453 Wapadrand met verbeterings en toerusting.

Betaling: 10% Deposito dadelik, waarborgte binne 30 dae.

Inligting: [Tel. (012) 335-2974.]

OPENBARE VEILING

Rekeningnommer 100031

In opdrag van die Kurator van die insolvente boedel **R Oblach**, T2909/99 verkoop ons ondervermelde boedelbates, sonder reserwe, per openbare veiling op 22 Augustus om 11h00, te St Amantstraat 196, Malvern, Johannesburg.

Beskrywing: Erf 1376, Malvern.

Betaling: 10% Deposito dadelik, waarborge binne 30 dae.

Inligting: [Tel. (012) 335-2974.]

VENDOR AFSLAERS

VEILING EIENDOM

Opdragewer: Kurator - i/b: **L M Phahlamohlaka**, T2270/00, verkoop Vendor Afslaers per openbare veiling, 23 Augustus 2000 om 11:00:

Erf 4447, Ekangala-B, Bronkhorstspuit.

Beskrywing: Erf 4447, Ekangala-B, Mpumalanga.

Verbeterings: 2-silkwoning.

Betaling: 30% dep.

Inligting: [Tel. (012) 335-9940.]

CAHI AUCTIONEERS/AFSLAERS

Registration No CK87/12616/23

INSOLVENT ESTATE AUCTION OF THE EX TLHABANE TOYOTA WITH BP PETROL STATION (still operational), MOCHACHO'S CHICKEN VILLAGE, WORKSHOPS WITH CAR HOISTS, MAGNIFICENT SHOWROOM – OFFICES, OFFICES FURNITURE, SECOND HAND CAR STAND MUST BE SEEN READY TO ROLL TLHABANE – RUSTENBURG

Duly instructed by the Trustee in the insolvent estate **JBRK & MR Madikela M.R.N.**, T6301/98, we will by public auction, Tuesday, 29 August 2000, at 11 am on site 2855 Motsatsi Street, Tlhabane, Rustenburg.

View by appointment.

Terms: 10% Deposit on the fall of the hammer (cash or bank cheques only) – Balance within 30 days after confirmation contact Cah Auctioneers, Tel. (012) 325-7250, Fax (012) 324-2215, E mail – info@chai.co.za ww.chai.co.za.

VAN VUUREN AFSLAERS

VEILING VAN 'N EENMANWOONSTEL

In opdrag van die Kurator van Insolvente Boedel **P. Mangaradzi**, Meesterverwysing T8231/99, verkoop ons ondergenoemde eiendom per openbare veiling op Woensdag, 30 Augustus 2000 om 10:00.

Beskrywing van eiendom: Eenheid 52 van Skema S Maxbie 209, bekend as Maxbie 706, Celliersstraat, Sunnyside, groot 35 m².

Terme: 20% deposito, balans binne 30 dae.

Van Vuuren Afslaers, Tel. (012) 362-1100.

VAN VUUREN AFSLAERS

VEILING VAN 'N EENSLAAPKAMERWOONSTEL

In opdrag van die Kurator van Insolvente Boedel **M. S. Mkhabela**, Meesterverwysing T8099/99, verkoop ons die ondergenoemde eiendom per openbare veiling op Woensdag, 30 Augustus 2000 om 12:00.

Beskrywing van eiendom: Eenheid 48 van Skema SS Nordey Heights 14, bekend as Nordey Heights 508, Von Lennepstraat 390, Pretoria, groot 55 m².

Terme: 20% deposito, balans binne 30 dae.

Van Vuuren Afslaers, Tel. (012) 362-1100.

VAN VUUREN AFSLAERS**VEILING VAN 'N TWEESLAAPKAMERWOONSTEL**

In opdrag van die Kurator van Insolvente Boedel **E. Cronje**, Meesterverwysing T926/00, verkoop ons ondergenoemde eiendom per openbare veiling op Woensdag, 30 Augustus 2000 om 11:00.

Beskrywing van eiendom: Eenheid 11 van Skema SS Jeanadri 503, bekend as Jeanadri 11, Van der Waltstraat, Berea, Pretoria, groot 51 m².

Terme: 20% deposito, balans binne 30 dae.

Van Vuuren Afslaers, Tel. (012) 362-1100.

VAN VUUREN AFSLAERS**VEILING VAN HUIS MET STOOR FASILITEITE**

In opdrag van Kurator van Insolvente Boedel **W. Kotze**, Meesterverwysing T2858/00 en **O. I. Prinsloo**, Meestersverwysing T2890/00, verkoop ons die ondergenoemde eiendom met die val van die hamer op Donderdag, 31 Augustus 2000 om 10:00 Jurgensstraat 22, East Lynne.

Beskrywing van eiendom: Erf 152, East Lynne, bekend as Jurgensstraat 22.

Terme: 10% deposito, waarborge 30 dae.

Van Vuuren Afslaers, Tel. (012) 362-1100.

VAN VUUREN AFSLAERS**VEILING VAN 2 WONINGS**

In opdrag van die Kurator van insolvente boedel **PT & SM Molobela**, Meestersverwysing T1468/00, verkoop ons ondergenoemde eiendomme met die toeslaan van bod, op Donderdag, 31 Augustus 2000 om 12:00.

Beskrywing van eiendom: Gedeelte 13 van die Erf 314, Clarina X 6, beter bekend as Luttigstraat 13, Clarina X6, Akasia, grootte 599 m², en om 14:00, beskrywing van eiendom: Erf 826, Soshanguve-F, grootte 300 m².

Terme: 20% deposito, balans binne 30 dae.

Van Vuuren Afslaers, Tel. (012) 362-1100.

VAN VUUREN AUCTIONEERS

Duly instructed by the Trustees/Liquidators of insolvent estates: **A Booyen**, T327/00, **JJ Smith**, T3076/00, **LF van Wyk**, T6438/99, **DJ & L Over**, N87/00, **NM Diale**, T80/00, **PD Visser**, T2704/00, **GV Reece**, T4678/99, **M & HME van Rensburg**, T3747/99, **JP & AM Lessing T, R Nel**, T743/99, **BG Oelofse**, T594/00, **DJ & E Peens**, T651/00, **JD & T Delafield**, T1295/00, **CCM Nduna**, T5451/99, and in liquidation **SA Bath House (Pty) Ltd**, T1548/00, **Fleetlife Products (Pty) Ltd**, T5138/99, **Status Food Wholesalers CC**, T1984/00, **Radio Ears CC**, t/a Day & Nite Grill, T3297/00, **Kohen Travel CC**, T2100/00, we are selling the under mentioned movable assets by public auction on Friday, 25 August at 11:00:

Place of auction: 1212 Burnett Street, Hatfield.

Right reserved to add or withdraw any items.

Van Vuuren Auctioneers, Tel: 362-1100.

PARK VILLAGE AUCTIONS**ROODEVLAKTE LANDGOED (PTY) LTD (IN LIQUIDATION)**

MASTER'S REFERENCE NUMBER: T1573/00

Duly instructed by this Estate's Liquidator, we will offer for sale by way of public auction, on site at the farm "Roodevlakte" 558 KS (situate approximately 15km west from Roedtan on the Zebediela Road), District of Potgietersrus, Northern Province, on Thursday, 24 August 2000, commencing at 10:30 am; an excellent 1 240 hectare mixed farm with three bedroomed dwelling and other improvements.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369. Website: <http://www.parkvillageauctions.co.za>. (e mail: ccarson@parkvillage.co.za).

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: L J MYBURGH

MASTER'S REFERENCE NUMBER: T7407/99

Duly instructed by this Estate's Trustee, we will offer for sale by way of public auction, on site at Flat Number 106 "Rhodesfield View", corner Kelvin Street and Mary Bailie Road, Rhodesfield, Kempton Park District, Gauteng Province, on Monday, 21 August 2000, commencing at 10:30 am; a First Floor, 1.5 bedroomed flat.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369. Website: <http://www.parkvillageauctions.co.za>. (e mail: ccarson@parkvillage.co.za).

PARK VILLAGE AUCTIONS

Insolvent Estate of C I HITCHINSON

MASTER'S REFERENCE NUMBER: T3243/2000

Duly instructed by the estate's Trustee, we will offer for sale by way of public auction, on site at 120 Dunning Road, Dunnottar, District of Nigel, Gauteng Province, on Wednesday, 23 August 2000, commencing at 10:30 am; an executive styled large split level face brick three bedroomed and two bathroomed finely fitted residence with numerous other improvements.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369. Website: <http://www.parkvillageauctions.co.za>. (e mail: ccarson@parkvillage.co.za).

PARK VILLAGE AUCTIONS

LIFETIME PROPERTIES (PTY) LTD

MASTER'S REFERENCE NUMBER: T6143/99

(In liquidation)

Duly instructed by the estate's Liquidator, we will offer for sale by way of public auction, on site at Malcolm Moodie Crescent, Jet Park Ext 38, District of Boksburg, Gauteng Province, on Tuesday, 22 August 2000, commencing at 10:30 am; Eleven Prime Industrial Vacant Stands, as well as one other stand with partially built warehouse/factory building.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369. Website: <http://www.parkvillageauctions.co.za>. (e mail: ccarson@parkvillage.co.za).

PROPERTY MART SALES

Duly instructed by the Trustee in the insolvent estate **TK Dennis** (Master's Ref. T3831/99).

We shall sell the following property subject to a 7 day confirmation period:

Erf 1938, Albersdal Ext. 7, Alberton, measuring 1 480 square metres and situated at 9 Suurberg Place.

Viewing: Daily from 09H00—17H30.

Sale takes place at 9 Suurberg Place, on Wednesday, 23rd August at 11H00.

Terms: 15% deposit at the drop of the hammer in cash or bank guaranteed cheque balance payable against transfer but to be secured within 30 days of confirmation by acceptable bank guarantee.

Auctioneers: Property Mart (Est. 1963). 4 Pembroke Street, Sydenham, 2192, P.O. Box 46058, Orange Grove, 2119. Tel: (011) 640-4459/60 Fax: (011) 640-5943. A/h: (011) 793-6164. C Mostert or a/h (012) 664-4415. C. de Vrye. Website: <http://www.propertymart.co.za>. E-mail: property@interweb.co.za

ELI STRÖH VEILINGS

(GESTIG 1968)

INSOLVENTE BOEDEL VEILING VAN RUIM EN NETJIESE 4 SLAAPKAMERWONING TE STERPARK, PIETERSBURG EN 3 SLAAPKAMER DEELTITEL WOONSTEL TE BENDOR UITBREIDING 44

Behoorlik daartoe gelas deur die Kurator in die sake Insolvente boedel W. C. Swart (Meestersverwysingsnommer T3786/00), en S. Swart (Meestersverwysingsnommer T3689/00), sal ons verkoop per openbare veiling soos volg:

Vrydag, 25 Augustus 2000 om 10:00, te die eiendom Uranusstraat 25, Sterpark, Pietersburg.

Die eiendom: Erf 2310, Uitbreiding 11, Pietersburg, Registrasieafdeling LS, Noordelike Provinsie, groot 1 492 vierkante meter.

Verbeterings: 'n Ruim en netjiese klinkersteen woning bestaande uit ingangsportaal, privaat sitkamer, studeerkamer, familiekamer, 3 gaste slaapkamers, hoofslaapkamer met aantrekkamer en volledige badkamer, gangbadkamer, aparte toilet, aparte stort, netjiese kombuis en aparte opwas/was/strykkamer. *Ander:* Swembad, dubbel motorhuis, omhein en gevestigde tuin.

Afslalersnota: Hierdie is 'n pragtige en netjiese woning by Oosskool en alle belangstellende kopers word aangeraai om die veiling by te woon. Besigtiging per afspraak met die afslalers.

Voorwaardes van verkoop: 15% Deposito op dag van die veiling en balans waarborge binne 45 dae na datum van veiling. Die eiendom word verkoop met die val van die hamer.

VRYDAG, 25 AUGUSTUS 2000 OM 11:00 TE DIE EIENDOM WHILDRÉ DEELTITEL WOONSTEL No. 9, BENDOR UITBREIDING 44, BENDORRYLAAN 158, PIETERSBURG

Die eiendom: Whildré Deeltitel Eenheid No. 9, Bendor-Uitbreiding 44, Registrasieafdeling LS, Noordelike Provinsie, groot 123 vierkante meter.

Verbeterings: Klinkersteen onder staan teëldak bestaande uit sitkamer/eetkamer, semi-ooplan kombuis, aparte opwas, 2 gaste slaapkamers, gangbadkamer en hoofslaapkamer met badkamer. *Ander:* Toesluit motorhuis, braai/onthaalarea en gevestigde tuin.

Afslalersnota: Hierdie is 'n puik eiendom, ruim en netjies en is ideaal vir die jong getroudes. Moet nie die veiling misloop nie. Besigtiging per afspraak met die afslalers.

Voorwaardes van verkoop: 10% Deposito op dag van die veiling en balans waarborge binne 45 dae na datum van veiling. Die eiendom word verkoop met die val van die hamer.

Vir meer besonderhede kontak die Afslalers, Eli Ströh Eiendomsdienste & Afslalers, Suite 1, Constantia Park, H v Rensburgstraat 80 (Posbus 1238), Pietersburg. [Tel. (051) 297-5890/1/2/3/4.] (Faks (015) 297-5898.] (E-pos elistroh@pixie.co.za.) (Web www.elistroh.com.)

ELI STRÖH VEILINGS

(Gestig 1968)

VEILING VAN EKSOTIESE LANDBOUHOEWE MET SEMI-DUBBELVERDIEPINGWONING EN GROOT STOOR MET PANORAMIESE UITSIG, PIETERSBURG, NOORD-TRANSVAAL, ASOOK VERSKEIE HUISHOUDELIKE AMEUBLEMENT EN KOMBUISTOERUSTING

Behoorlik daartoe gelas deur die Kurator in die saak insolvente boedel **G M J du Preez**, h/a Thabane Gastehuis (Meestersverwysingsnommer: T3126/00), sal ons verkoop per openbare veiling op:

Donderdag, 24 Augustus 2000, om 10:00, te die eiendom Gedeelte 12, Geluk, Pietersburg.

Die eiendom: Gedeelte 12 van die plaas Geluk 998. Registrasieafdeling LS, Noordelike Provinsie, groot 10,7020 hektaar.

Verbeterings: 'n Gepleisterde en geverfde woning op verskillende grondvlakke en dubbelverdieping bestaande uit privaat sitkamer, familie/onthaalvertrek, eetkamer, kombuis, inloop spens, opwas, was/strykkamer, naaldwerk/werksarea, 2 stelle gaste toilette, 3 gaste slaapkamers, gangbadkamer, slaapkamer met badkamer, glasdeur wat uitloop na geplaveide braai/onthaalarea en gaste slaapkamer met badkamer, binnetuin en oop stoep areas, dubbeltoesluitmotorhuis.

Vanaf hierdie grondvlak lei trappies af na grondvlak, een wat 'n dubbeltoesluitmotorhuis en 'n slaapkamer met stort, wasbak en toilet huisves. Bo-op die verbeterings is 'n geteëde oop balkonruimte.

Vanaf grondvlak twee lei trappies op na die boonste verdieping bestaande uit naaldwerkkamer/studeerarea, slaapkamer met badkamer, kinderslaapkamer en hoofslaapkamer met badkamer. Vanaf die hoofslaapkamer is skuifdeure na 'n toegeboude stoepruimte/ontspanningsarea met 'n jacuzzi.

Ander: Toegebooue staalstoor—Oppervlakte ± 500 m²; Toegebooue staalstoor—Oppervlakte ± 100 m², swembad, 2 x 4 000 liter watertenks en staanders; werkerskampong; Eskomkrag en gevestigde tuin.

Roerende bates: Sitkamerstelle, vertoonkaste, staal opvoutafels, bain-maria, buffette, vrieskas, TV stel, videomasjien, beddens, tafels, stoele, spieëlkaste, oorhoofse projektor, tuinstelle, eetgerei, breekware en nog baie meer.

Afslasnota: Hierdie eksotiese eiendom met verbeterings op 'n natuurlike koppie met panoramiese uitsig, inheemse plantegroei en pragtige ontwikkelde tuin bied alles wat die fynproewer wil hê. Hierdie eiendom is enig van sy soort en word hoogs aanbeveel aan alle voornemende kopers. Roerende bates is van goeie kwaliteit. Besigtiging per afspraak met die afslasers.

Roete: Volg die Pietersburg/Tzaneen pad verby die Dalmada-afdraai. Rigtingwysers sal aangebring word.

Voorwaardes van verkoop: Vaste eiendom: 15% Deposito op dag van die veiling en balans waarborge binne 45 dae na datum van veiling. Die eiendom word verkoop met die val van die hamer.

Roerende Bates: Kontant of bankgewaarborgde tjek op dag van veiling. 14% BTW word gehef.

Vir meer besonderhede kontak die Afslasers, Eli Ströh Eiendomsdienste & Afslasers, Suite 1, Constantia Park, H v Rensburgstraat 80 (Posbus 1238), Pietersburg. [Tel. (015) 297-5890/1/2/3/4.] (Faks (015) 297-5898.] (E-pos elistroh@pixie.co.za.) (Web: www.elistroh.com.)

TALLOW DISTRIBUTORS (PTY) LTD

(Master's Ref. T4129/00)

(In liquidation)

CANDLE MANUFACTURING PLANT, OFFICE FURNITURE, COMPUTERS, TOYOTA FORKLIFT ETC.

Sales take place at No. 30 Mopedi Road, Sebenza on Wednesday, 23rd August 2000 at 11:00.

For further details phone International Auctioneers on (011) 886-0632/3.) or fax (011) 781-1607.

Boedel Wyle: JP ODENDAAL

(T20211/97)

Behoorlik gemagtig deur die Eksekuteur in bogenoemde boedel verkoop ons per openbare veiling, op die perseel, op 21/8/2000 om 11H00, Erf 855, Oranjeville X1. Reg. Afd Heilbron RD, Oranjeville/Metsimaholo TLC, Vrystaat, grootte ± 2 487 m².

Voorwaardes: 20% van verkoopprijs bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne dertig dae van bevestiging van verkoping.

Phil Minnaar Afslasers, Johannesburg. [Tel. (011) 475-5133.]

MEYER AUCTIONEERS CC

(CK 91/13027/23)

INSOLVENT ESTATE SALE OF BEAUTIFUL 3 BEDROOM, 2 BATHROOM
SIMPLEX AT DE BRUINPARK, ERMELO WITH OWN GARDEN ETC

Duly instructed by the trustee insolvent estate **E. J. Botha**, Master's Reference T1142/2000.

We shall sell by public auction subject to confirmation the following property: Unit 1, Scheme 39, S.S Sanlem Flats, situated at Unit 1, Sanlem Flats, Adolf Schumann Street, De Bruinpark, Ermelo, extent 157 square metres.

Improvements: 3 Bedrooms, 2 bathroom, lounge/dining-room, open plan kitchen and double garage, etc.

Venue on the site at Unit 1, Sanlem Flats, Adolf Schumann Street, De Bruinpark, Ermelo, date and time Tuesday, 29 August 2000 at 11H00.

Conditions of sale: 15% deposit in cash or bank guaranteed cheque on the fall of the hammer. Guarantee for the balance within 30 days of confirmation.

Viewing: Daily or contact the auctioneers.

For further particulars: Contact Anna Meyer: Meyer Auctioneers/Estate Agents. Tel. (012) 342-0684 or (012) 342-1017.

FLEKSPEC (PTY) LIMITED
(Master's Reference No. T3470/98)
(In liquidation)

In terms of section 39 of the Insolvency Act, notice is hereby given that the General Meeting of Creditors have now changed venue from Insolvency Court, Johannesburg, to Insolvency Court, Germiston, for the purpose of an enquiry.

Hendrik Johannes Tjaart Eloff, c/o First City Administrators CC, P.O. Box 744, Highlands North, 2037. [Tel. (011) 440-1915.]

LEO AFSLAERS (EDMS.) BPK.
(Reg. No. 87/03427/07)

VEILING VAN 4 NETJIESE RUIM 3-SLAAPKAMERWOONSTELLE MET TOESLUITMOTORHUISE RUBIDASTRAAT 176
MURRAYFIELD X 1 PRETORIA OP 23 AUGUSTUS 2000 OM 10H30 OP DIE PERSEEL

EENHEDE 2, 3, 4 EN 5 SKEMA RUBIDA, No. SS86/1982

By wyse van 'n volmag verkry deur die Finansiële Instelling betrokke, verkoop ons per openbare veiling genoemde eiendomme vanaf 10h30 in die ondergenoemde volgorde:

1. Eenheid 2 = 128m².
2. Eenheid 3 = 128 m².
3. Eenheid 4 = 128 m².
4. Eenheid 5 = 133 m².

Al 4 eenhede is basies dieselfde en verbeterings bestaan uit: 3 Slaapkamers, 2 badkamers, sit- eetkamer, oopplan kombuis, waskamer, stoorkamer, volvloermatte, ingeboude kaste, motorhuis, binnehof, parking en privaat tuin. Geplaveerde ryvlakke, sekuriteitshek en heining.

Verkoopvoorwaardes: 15% Deposito in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborgte vir die balans binne 30 dae na bekragtiging deur die Verkoper.

Afslaaersnota: Goeie belegging. Naby hoofweë en alle ander fasiliteite. Gaan kyk self!

Besigtiging: Per afspraak soos volg:

No. 2: Mev. Swanepoel (0828873375).

No. 3: Mnr. Geyer (0824396555).

No. 4: Mev. Killian (0823220240).

No. 5: Mnr. Landman (0829274003).

Vir meer besonderhede skakel ons kantore by (012) 341-1314.

Reg van toevoeging, wysiging en/of onttrekking word voorbehou.

ORANGE FREE STATE
ORANJE-VRYSTAAT

DERWYKS BK (IN LIKWIDASIE)
Meestersverwysing: B52/2000

Neem hiermee kennis dat die Likwidateurs in die boedel van Derwyks BK (in likwidasie) van voorneme is om kragtens die Insolvensiewet No. 24 van 1936, soos gewysig, die roerende bates hierin per openbare veiling te verkoop.

Die veiling sal plaasvind op Vrydag, 25 Augustus 2000 om 10h00 te Alexandralaan 36, Bloemfontein.

GF Wessels, Likwidateur, p/a Symington & De Kok, Posbus 12012, Brandhof.

J Muller, Likwidateur, p/a Claude Reid, Posbus 277, Bloemfontein.