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B

LEGAL NOTICES WETLIKE KENNISGEWINGS

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

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IMPORTANT ANNOUNCEMENT

Closing times **PRIOR TO PUBLIC HOLIDAYS** for

LEGAL NOTICES GOVERNMENT NOTICES 2006

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

- ▶ **14 December**, Thursday, for the issue of Friday **22 December 2006**
- ▶ **19 December**, Tuesday, for the issue of Friday **29 December 2006**
- ▶ **27 December**, Wednesday, for the issue of Friday **5 January 2007**

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

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

BELANGRIKE AANKONDIGING

Sluitingstye **VOOR VAKANSIEDAE** vir

WETLIKE KENNISGEWINGS GOEWERMENSKENNISGEWINGS 2006

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

- ▶ **14 Desember**, Donderdag, vir die uitgawe van Vrydag **22 Desember 2006**
- ▶ **19 Desember**, Dinsdag, vir die uitgawe van Vrydag **29 Desember 2006**
- ▶ **27 Desember**, Woensdag, vir die uitgawe van Vrydag **5 Januarie 2007**

Laat kennisgewings sal in die daaropvolgende uitgawe gepubliseer word. Indien 'n laat kennisgewing wel onder spesiale omstandighede aanvaar word, sal 'n dubbeltarief gehef word.

Wanneer 'n APARTE Staatskoerant verlang word moet die kopie drie kalenderweke voor publikasie ingedien word.

LIST OF FIXED TARIFF RATES AND CONDITIONS

FOR PUBLICATION OF LEGAL NOTICES IN THE GOVERNMENT GAZETTE

COMMENCEMENT: 1 APRIL 2006

**(LEGAL NOTICES FROM SOURCES OTHER THAN
GOVERNMENT DEPARTMENTS)**

LIST OF FIXED RATES

(In order to bring the cost of advertising of legal notices more in line with the cost in the private sector, and to reduce the burden of cross subsidy by departments, it is recommended that the rate be increased by 11%, rounded off to the nearest rand, and be implemented as from 1 April 2006.)

*New
rate per
insertion*

STANDARDISED NOTICES

R

ADMINISTRATION OF ESTATES ACTS NOTICES: Forms J 297, J 295, J 193 and J 187	24,20
BUSINESS NOTICES	55,70
INSOLVENCY ACT AND COMPANY ACT NOTICES: Forms J 28, J 29 and Forms 1 to 9	48,40
<i>N.B.:</i> Forms 2 and 9—additional statements according to the Word Count Table, added to the basic rate.	
LOST LIFE INSURANCE POLICIES: Form VL	29,00
UNCLAIMED MONIES —Only in an Extraordinary Gazette. Closing date: 15 January (per entry of "name, address and amount")	16,90

NON-STANDARDISED NOTICES

COMPANY NOTICES:

<i>Short notices:</i> Meetings, resolutions, offer of compromise, conversion of company, voluntary windings-up; closing of transfer or member's registers and/or declaration of dividends	113,70
Declaration of dividend with profit statements, including notes	249,30
<i>Long notices:</i> Transfers, changes with respect to shares or capital, redemptions, resolutions, voluntary liquidations	387,20

LIQUIDATOR'S AND OTHER APPOINTEES' NOTICES 89,50

LIQUOR LICENCE NOTICES in an Extraordinary Gazette. (All provinces appear on the first Friday of each month.) The closing date for acceptance is two weeks prior to date of publication..... 79,90

ORDERS OF THE COURT:

Provisional and final liquidations or sequestrations	145,20
Reductions or changes in capital, mergers, offers of compromise	387,20
Judicial managements, curator bonus and similar and extensive rules <i>nisi</i>	387,20
Extension of return date	48,40
Supersessions and discharge of petitions (J 158)	48,40

SALES IN EXECUTION AND OTHER PUBLIC SALES:

Sales in execution	217,80
Public auctions, sales and tenders:	
Up to 75 words	65,30
76 to 250 words	169,40
251 to 300 words	273,50

WORD COUNT TABLE

For general notices which do not belong under the afore-mentioned headings with fixed tariff rates and which comprise 1 600 or less words, the rates of the Word Count Table must be used. Notices with more than 1 600 words, or where doubt exists, must be sent in before publication in terms of paragraph 10 (2) of the conditions for publication.

Number of words in copy	One insertion	Two insertions	Three insertions
	R	R	R
1– 100.....	82,30	113,70	128,20
101– 150.....	121,00	169,40	193,60
151– 200.....	162,10	225,00	258,90
201– 250.....	203,30	290,40	321,80
251– 300.....	242,00	338,80	387,20
301– 350.....	283,10	404,10	452,50
351– 400.....	321,90	459,80	513,00
401– 450.....	363,00	515,50	580,80
451– 500.....	404,10	573,50	646,10
501– 550.....	435,60	629,20	701,80
551– 600.....	484,00	684,90	767,10
601– 650.....	515,50	742,90	830,00
651– 700.....	563,90	798,60	895,40
701– 750.....	605,00	854,30	958,30
751– 800.....	636,50	909,90	1 023,60
801– 850.....	684,90	968,00	1 089,00
851– 900.....	716,30	1 030,90	1 151,90
901– 950.....	767,10	1 089,00	1 217,20
951–1 000.....	798,60	1 144,70	1 282,60
1 001–1 300.....	1 040,60	1 482,20	1 660,10
1 301–1 600.....	1 281,40	1 822,20	2 047,30

CONDITIONS FOR PUBLICATION OF LEGAL NOTICES

CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

1. (1) The *Government Gazette* is published every week on Friday, and the closing time for the acceptance of notices which have to appear in the *Government Gazette* on any particular Friday, is **15:00 on the preceding Friday**. Should any Friday coincide with a public holiday, the date of publication of the *Government Gazette* and the closing time of the acceptance of notices will be published in the *Government Gazette* from time to time.
- (2) **Applications for Public Road Carrier Permits—Closing times for the acceptance of notices:** Notices must be handed in not later than 15:00 on the Friday, two calendar weeks before the date of publication.
- (3) The copy for a separate *Government Gazette* must be handed in not later than **three calendar weeks** before date of publication.
2. (1) Copy of notices received after closing time will be held over for publication in the next *Government Gazette*.
- (2) Amendment or changes in copy of notices cannot be undertaken unless instructions are received **before 10:00 on Mondays**.

- (4) Copy of notices for publication or amendments of original copy cannot be accepted over the telephone and must be brought about by letter, by telegram or by hand.
- (5) In the case of cancellations a refund of the cost of a notice will be considered only if the instruction to cancel has been received on or before the stipulated closing time as indicated in paragraph 1.

APPROVAL OF NOTICES

3. Any notices other than legal notices are subject to the approval of the Government Printer, who may refuse acceptance or further publication of any notice.

THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

4. The Government Printer will assume no liability in respect of—
 - (1) any delay in the publication of a notice or publication of such notice on any date other than that stipulated by the advertiser;
 - (2) erroneous classification of a notice, or the placement of such notice in any section or under any heading other than the section or heading stipulated by the advertiser;
 - (3) any editing, revision, omission, typographical errors or errors resulting from faint or indistinct copy.

LIABILITY OF ADVERTISER

5. Advertisers will be held liable for any compensation and costs arising from any action which may be instituted against the Government Printer in consequence of the publication of any notice.

COPY

6. Copy of notices must be typed on one side of the paper only and may not constitute part of any covering letter or document.
7. At the top of any copy, and set well apart from the notice, the following must be stated:
 - (1) The kind of notice.

Please note: Prospective advertisers are urgently requested to **clearly indicate** under which headings their advertisements or notices should be inserted in order to prevent such notices/advertisements from being wrongly placed.

- (2) The heading under which the notice is to appear.
 - (3) The rate (e.g. "Fixed tariff rate" or "Word count rate") applicable to the notice, and the cost of publication.
8. *All proper names and surnames must be clearly legible, surnames being underlined or typed in capital letters. In the event of a name being incorrectly printed as a result of indistinct writing, the notice will be republished only upon payment of the cost of a new insertion.*

PAYMENT OF COST

9. **With effect from 1 JANUARY 2001 no notice will be accepted for publication unless the cost of the insertion(s) is prepaid in CASH or by BANK GUARANTEED CHEQUE or POSTAL ORDERS. REVENUE STAMPS AND FRANKED REVENUE STAMPS WILL NOT BE ACCEPTED.**
10. (1) The cost of a notice must be calculated by the advertiser in accordance with—
- (a) the List of Fixed Tariff Rates; or
 - (b) where the fixed tariff rate does not apply, the word count rate.
- (2) Where there is any doubt about the cost of publication of a notice, and in the case of copy in excess of 1 600 words, an enquiry, accompanied by the relevant copy, should be addressed to the **Advertising Section, Government Printing Works, Private Bag X85, Pretoria, 0001 (Fax: 323-8805)**, *before publication.*
11. Overpayment resulting from miscalculation on the part of the advertiser of the cost of publication of a notice will not be refunded, unless the advertiser furnishes adequate reasons why such miscalculation occurred. In the event of underpayments, the difference will be recovered from the advertiser, and the notice(s) will not be published until such time as the full cost of such publication has been duly paid in cash or by bank-guaranteed cheque or postal orders.
12. *In the event of a notice being cancelled, a refund will be made only if no cost regarding the placing of the notice has been incurred by the Government Printing Works.*
13. The Government Printer reserves the right to levy an additional charge in cases where notices, the cost of which has been calculated in accordance with the List of Fixed Tariff Rates, are subsequently found to be excessively lengthy or to contain overmuch or complicated tabulation.

PROOF OF PUBLICATION

14. **Copies of the *Government Gazette* which may be required as proof of publication, may be ordered from the Government Printer at the ruling price.** The Government Printer will assume no liability for any failure to post such *Government Gazette(s)* or for any delay in despatching it/them.

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

GAUTENG

Case No. 14144/2002

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

**In the matter between: STANDARD BANK OF SA LTD, Execution Creditor, and
EDITH IMELDA HITTLER, Execution Debtor**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division), the following fixed property will be sold without reserve in execution on the 22nd day of December 2006 at 10:00 am at the sales premises at 10 Liebenburg Street, Roodepoort, by the Sheriff, Roodepoort South, to the highest bidder on the terms and conditions which will be read by the Sheriff at the time of the sale, which conditions of sale may be inspected at the Sheriff's offices.

The following information is furnished regarding the immovable property though no guarantee with regard thereto can be given:

Certain Unit 15, in the scheme known as SS Meerlust, situated in the Province of Gauteng, in extent of ninety seven (97) square metres, held under Deed of Transfer ST11339/2006, situated at Sixth Avenue, Building 1, Florida, Roodepoort.

Description: Unit in complex.

Terms: The property is sold voetstoots and the Sheriff's commission (5% on the first R30 000,00 and thereafter 3% with a maximum of R7 000,00 and a minimum of R300,00 plus VAT) and ten per cent (10%) of the purchase price is payable in cash immediately after the sale and the balance of the purchase price payable on registration of transfer, guaranteed within 14 (fourteen) days by means of a bank or building society or any other acceptable guarantee.

Dated at Johannesburg on this the 17th day of November 2006.

Mageza Le Roux Vivier, Plaintiff's Attorney, Ground Floor, Dunkeld Place, 12 North Road, Dunkeld West.
Tel. (011) 341-0707. Ref. D. W. Vivier/br/IISI1039.

Case No. 944/04

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

In the matter between: Mr FRANCIOS SOUTHEY, Plaintiff, and M. RADEMEYER, Defendant

Notice is hereby given that in terms of a warrant of execution issued in the above-mentioned Court the following property being:

Property: Half a share in Erf 207, Rensburg, Registration Division I.R., Province of Gauteng, measuring 1 190 (one one nine zero) square metres, held by Deed of Transfer T12267/03,

will be sold in execution on the 25th day of January 2007 at 09h00 at the Magistrate's Court, Begeman Street, Heidelberg.

The following improvements appears to have been erected on the property but is not guaranteed: 1 x brick house consisting of 3 bedrooms, lounge, dining-room, TV room, kitchen, bathroom, double garage and outside toilet.

Conditions of sale:

1. The sale shall in all respects be governed by the Magistrate's Court Act, 1944, and Rules made thereunder or and amendment thereto or substitution therefore and, subject thereto, the property shall be sold "voetstoots" to the highest bidder without reserve.

2. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the purchase price and the Sheriff's/auctioneer's commission (i.e. 6% of the proceeds of the sale up to the price of R30 000,00 and thereafter 3,5% to a maximum of R7 500,00 with a minimum of R260,00) immediately after the sale.

3. The price shall bear interest at the current rate from time to time in terms of mortgage bond over the property held by the Plaintiff which is 15,5% p.a. from date of sale to date of registration of transfer.

4. The balance of the price and interest shall, within fourteen days of the date of sale, be paid or secured by unconditional or approved bank or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser unless the Plaintiff is the purchaser in which event payment thereof shall merely be required on transfer.

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

Thus done and signed at Heidelberg on this the 22nd day of November 2006.

P. W. Oosthuizen/l. J. du P. van den Berg, for Viljoen & Meek Attorneys, 29 Voortrekker Street, P.O. Box 21, Heidelberg, 2400. Ref. Mrs Divito.

Case No. 14488/02
PH 2IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between: NEDBANK LIMITED, Plaintiff, and DREYER, GIDEON FRANCOIS, First Defendant, and BOTHA, ZELDA, Second Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Roodepoort South, 10 Liebenberg Street, Roodepoort, on 22 December 2006, at 10h00 of the undermentioned property of the Defendants on the conditions, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, Roodepoort South, 10 Liebenberg Street, Roodepoort.

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

Dwelling consisting of lounge, dining-room, 3 bedrooms, bathroom, outbuildings, being Erf 1302, Witpoortjie Extension 1 Township, situated at 32 Bataan Street, Witpoortjie Extension 1, measuring 1 115 square metres, Registration Division I.Q., Gauteng, held by the Defendants under Title Deed No. T30569/1996.

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: 6% (six per centum) on the proceeds of the sale up to a price of R30 000,00 (thirty thousand rand) and thereafter 3,5% (three comma five per centum) up to a maximum fee of R7 000,00 (seven thousand rand). Minimum charge 352,00 (three hundred and fifty two rand).

Dated at Randburg this 13th day of November 2006.

Bezuidenhout Van Zyl Inc., Unit 5, Surrey Square on Republic, cnr Surrey Avenue and Republic Road, Randburg. Tel. 789-3050. Ref. Mr Fourie/AE. C/o Schindlers Attorneys, 1st Floor, Block 6, Albury Park, Magalieszicht Avenue, Dunkeld West.

Case No. 6141/06
PH 2IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between: NEDBANK BANK LIMITED, Plaintiff, and TAU, OUPA NAPOLEON, First Defendant, and TAU, PAULINAH MAMSY, Second Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Roodepoort South, 10 Liebenberg Street, Roodepoort, on 22 December 2006 at 10h00 of the undermentioned property of the Defendants on the conditions, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, Roodepoort South, 10 Liebenberg Street, Roodepoort.

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

Dwelling consisting of lounge, kitchen, 2 bedrooms, bathroom, being Portion 25 of Erf 12816, Dobsonville Township, situated at Portion 25 of Erf 12816, Dobsonville Township, measuring 264 square metres, Registration Division I.Q., Gauteng, held by the Defendants under Title Deed No. T35813/1989.

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: 6% (six per centum) on the proceeds of the sale up to a price of R30 000,00 (thirty thousand rand) and thereafter 3,5% (three comma five per centum) up to a maximum fee of R7 000,00 (seven thousand rand). Minimum charge R352,00 (three hundred and fifty two rand).

Dated at Randburg this 13th day of November 2006.

Bezuidenhout Van Zyl Inc., Unit 5, Surrey Square on Republic, cnr Surrey Avenue and Republic Road, Randburg. Tel. 789-3050. Ref. Mr Fourie/AE. C/o Schindlers Attorneys, 1st Floor, Block 6, Albury Park, Magalieszicht Avenue, Dunkeld West.

Case No. 24968/06
PH 288 DX 2IN THE HIGH COURT OF SOUTH AFRICA
(Transvaal Provincial Division)**In the matter between: NEDBANK LIMITED (formerly known as NEDCOR BANK LIMITED), Plaintiff, and SMITH, DANIEL GEORGE, 1st Defendant, and NELL, CAROLINE PAULA, 2nd Defendant**

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the High Court for Alberton, 1st Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, at 10:00 on the 18th day of December 2006, of the undermentioned property of the Defendants on conditions which may be inspected at the office of the Sheriff of the High Court, Alberton, at 1st Floor, Terrace Building, 1 Eaton Terrace Street, new Redruth, Alberton, prior to the sale:

Certain: Section No. 14, as shown and more fully described on Sectional Plan No. SS10/96 in the scheme known as Swanson Terrace in respect of the land and building or buildings situated at Brackendowns Extension 2, Ekurhuleni Metropolitan Municipality 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, measuring 64 (sixty four) square metres, situated at Section 14 (Door 14), Swanson Terrace, Brackendowns Extension 2 Township, 33 Bamboes Street, Brackendowns, held under Deed of Transfer No. ST 05612/06.

Improvements (not guaranteed): A unit consisting of 2 bedrooms, 1 bathroom, 1 kitchen, 1 lounge.

Terms: 10% of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Dated at Randburg on the 15th day of November 2006.

Van de Venter, Mojapelo, 3rd Floor, Pretor Forum Building, 287 Van der Walt Street, Pretoria; DX 2, Randburg. Tel. (011) 329-8613. Ref. 03530728/Krause Botha/mm.

Case No. 06/18457

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

In the matter between NEDBANK LIMITED, Plaintiff, and MAKHOTHATSO GLADYS SENATSI, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the offices of the Sheriff of the High Court, Alberton, on 18 December 2006, at 10h00 of the undermentioned property of the Defendant/s on the conditions which will lie for inspection at the offices of the Sheriff of the High Court, Alberton, 1st Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, prior to the sale.

Erf 249, Roodekop Township, Registration Division I R, the Province of Gauteng, measuring 805 (eight hundred and five) square metres, situated at 193 Hartebeest Avenue, Roodekop (hereinafter called "The Property").

Improvements reported: (not guaranteed) A dwelling comprising: Kitchen, dining-room, lounge, family room, 3 bedrooms, 2 bathrooms.

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

Auctioneer's charges, payable on the day of sale to be calculated as follows: 6% (six per centum) of the proceeds of the sale up to the price of R30 000,00 (thirty thousand rand) and thereafter 3,5% (three and half per centum) up to a maximum fee or R7 000,00 (seven thousand rand) minimum charges R352,00 (three hundred and fifty two rand).

Dated at Germiston on 15 November, 2006.

Henry Tucker & Partners, Attorneys of Plaintiff(s), 4th Floor, Trust Bank Building, 135 Victoria Street, cnr Odendaal Street, Germiston, P O Box 507, Docex 9, Germiston. Tel: (011) 825-1015. Fax: (011) 873-9579. Reference: S138/rk.

Address for service of process: The document exchange (Pty) Limited, Head Office, The Markade, 84 President Street, Johannesburg.

Case No. 06/14126

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

In the matter between: NEDBANK LIMITED, Plaintiff, and NOBONKE BHEJA, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the offices of the Sheriff of the High Court, Alberton, on 18 December 2006, at 10h00 of the undermentioned property of the Defendant/s on the conditions which will lie for inspection at the offices of the Sheriff of the High Court, Alberton, 1st Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, prior to the sale.

Erf 1863, Brackendowns Extension 2 Township, Registration Division I R, the Province of Gauteng, measuring 1 080 (one thousand and eighty) square metres, situated at 13 Kokerboom Street, Brackendowns Ext 2, Alberton (hereinafter called "The Property").

Improvements reported: (not guaranteed) A dwelling comprising: Kitchen, dining-room, lounge, 3 bedrooms, 2 bathrooms.

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

Auctioneer's charges, payable on the day of sale to be calculated as follows: 6% (six per centum) of the proceeds of the sale up to the price of R30 000,00 (thirty thousand rand) and thereafter 3,5% (three and half per centum) up to a maximum fee or R7 000,00 (seven thousand rand) minimum charges R352,00 (three hundred and fifty two rand).

Dated at Germiston on 14 November, 2006.

Henry Tucker & Partners, Attorneys of Plaintiff(s), 4th Floor, Trust Bank Building, 135 Victoria Street, cnr Odendaal Street, Germiston, P O Box 507, Docex 9, Germiston. Tel: (011) 825-1015. Fax: (011) 873-9579. Reference: B097/rk.

Address for service of process: The document exchange (Pty) Limited, Head Office, The Markade, 84 President Street, Johannesburg.

EASTERN CAPE OOS-KAAP

Case No. 2036/2006

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

In the matter between: NCEDANI INVESTMENTS (PTY) LTD, Execution Creditor, and NTOZONKE ENGINEERING CC, 1st Execution Debtor, DAYRILL JOHN CHRISTIAN, 2nd Execution Debtor, and LUCINDA VERONICA CHRISTIAN, 3rd Execution Debtor

In pursuance of a judgment of the above Court and a writ of execution dated 21-08-2006, the following property will be sold on 19 December 2006 at 10h00, or as soon as the matter may be called at the 20 Flemming Street, Schornville, Sheriff's Office, King Williams Town.

Erf 3676, King William's Town, Local Municipality of Buffalo City, Division of King William's Town, Province of the Eastern Cape, also known as 17 Ayliff Street, King William's Town, extent 1 392 (one thousand three hundred and ninety two) square metres.

Description: Dwelling, held by Title Deed No. T3796/2005.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten percent) of the purchase price and the 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 ten (10) days after the date of the sale to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all dues including transfer duty, current and/or arrears levies/rates and/or Value-added Tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale will be read out at the time of the sale and may be inspected at the Sheriff's Office, 20 Flemming Street, Schornville, King Williams Town, prior to the date of sale.

Dated at King Williams Town on this 10th day of November 2006.

Smith Tabata Inc., Plaintiff's Attorneys, 126 Alexandra Road, King William's Town. (Ref: 36N404996.)

Case No. 11968 /03

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

**In the matter between: EASTERN CAPE DEV. CORPORATION, Plaintiff, and
IRENE BLANCHE ZIMBINI QINA, Defendant**

In the pursuance of judgment granted by the above Honourable Court on 17th February 2006 and warrant of execution re-issued on the 28th August 2006, the following property will be sold by public auction on Wednesday, the 20th day of December 2006 at 10h00, at the offices of the Sheriff of the Magistrate's Court, No. 6 Corner Street, Mthatha.

Erf No. 3763, No. 56 Hartley Qina Street, Ikwezi Township, King Sabata Dalindyebo Local Municipality, Division of Mthatha, in extent 375 square metres, held under Deed of Transfer No. T35/1985, known as 56 Hartley Qina Street, Ikwezi Township, Mthatha.

The conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Mthatha, and will be read by him before the sale.

Dated at Mthatha this 15th day of November 2006.

Smith Tabata Incorporated, Plaintiff's Attorneys, c/o X. M. Petse Incorporated, Suite 642, 6th Floor, Development House, York Road, Mthatha. (Ref: E57/03/11: Mr. Magcakini/nk.)

Case No. 85/2005

IN THE HIGH COURT OF SOUTH AFRICA
(Transkei Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff,
and RAYMOND KNOCK, Defendant**

In terms of a judgement of the above Honourable Court dated the 26 April 2005, a sale in execution will be put up to auction on 20 December 2006, at 10h00, at 22 Madeira Street, Umtata, to the highest bidder without reserve:

Erf 3030, Umtata, Umtata Township, Extension No. 9, King Sabata Dalindyebo Municipality, District of Umtata, Province of the Eastern Cape, in extent 1 125 (one thousand one hundred and twenty five) square metres, held by Deed of Transfer No. T2257/2003.

Physical address: 13 Ihem Street, Southernwood, Umtata.

Zoning: Special Residential (nothing guaranteed).

Improvements: The following information is furnished but not guaranteed: A dwelling comprising of 3 bedrooms, kitchen, 3 bathrooms, 3 toilets, lounge/dining room. *Outbuilding:* 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 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.

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff of the High Court, Umtata, 139 Madeira Street, Umtata.

Dated at Durban this 16th day of November 2006.

D H Botha, Strauss Daly Inc., Plaintiff's Attorneys, 2nd Floor, East Coast Radio House, 313/315 Umhlanga Rocks Drive, Umhlanga, C/O Hughes Chisholm & Airey Inc., 14 Park Road, Mthatha. (Ref: Miss Naidoo/STA247/3/MA.)

Case No. 3537/06

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

**In the matter between: MEEG BANK LIMITED, Execution Creditor, and
ELIZABETH NOBUYISELO MDOYI, Execution Debtor**

In pursuance of a judgment granted by the above Honourable Court on 18 July 2006 and a Warrant of Execution dated the 03 August 2006, the immovable asset listed hereunder will be sold by public auction to the highest bidder on Wednesday 20th December 2006, in front of the Magistrate's Court Offices in Mthatha, 10H00.

Certain: Piece of land situated in the Municipality of Butterworth, District of Mthatha, being Erf 9062, Mthatha, in Mthatha Township, Extension No. 35, Mthatha. Also known as No. 9 Gcingca Street, Mbuqe Park, Mthatha, measuring three hundred and seventy nine (379) square metres.

Dated at Mthatha this 27 day of November 2006.

M. Ndabeni & Co, Attorney for Execution Creditor, 21 Owen Street, Mthatha.

Case No. 336/06

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

**In the matter between: MEEG BANK LIMITED, Execution Creditor, and
NOMONDE LOUISA MAGUGA, Execution Debtor**

In pursuance of a judgment granted by the above Honourable Court on 9th June 2006 and a Warrant of Execution dated the 19th June 2006, the immovable asset listed hereunder will be sold by public auction to the highest bidder on Friday 15th December 2006, in front of the Magistrate's Court Offices in Butterworth, 10H00.

Certain: Piece of land situated in the Municipality of Butterworth, District of Gcuwa, being Erf 1865, Butterworth, in Butterworth Transitional Local Council, Extension No. 9, also known as No. 355 Msobomvu Township, Butterworth, measuring three hundred and thirty eight (338) square metres.

Dated at Mthatha this 27 day of November 2006.

M. Ndabeni & Co, Attorney for Execution Creditor, 21 Owen Street, Mthatha.

Case No. 3620/05

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

**In the matter between: MEEG BANK LIMITED, Execution Creditor, and ORRIPA NOMHLOPHE
MAXAXUMA, Execution Debtor**

In pursuance of a judgment granted by the above Honourable Court on 1st February 2006 and a warrant of execution dated the 4th March 2006, the immoveable asset listed hereunder will be sold by public auction to the highest bidder on Friday, 15th December 2006 in front of the Magistrate's Court Offices in Butterworth at 10h00.

Certain: Piece of land situate in the Municipality of Butterworth, District of Gcuwa, being Erf 109, Butterworth, in Butterworth Transitional Local Council, Extension No. 3, also known as No. 109 Ndwandwa Street, Butterworth, measuring seven hundred and eighty three (783) square metres.

Dated at Mthatha this 27th day of November 2006.

M. Ndabeni & Co., Attorneys for Execution Creditor, 21 Owen Street, Mthatha.

FREE STATE • VRYSTAAT

Saak No. 3261/2006

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

In die saak tussen: ABSA BANK BEPERK, Eiser, en PHILLIP PHETHETSO MATLOKOTSI, Verweerder

In eksekusie van 'n vonnis van die bogenoemde Agbare Hof in bogenoemde saak, sal 'n verkoping in eksekusie gehou word, sonder voorbehoud te die Landdroshof, Virginia Tuine, Virginia om 10:00 op 15 Desember 2006, op voorwaardes soos wat uitgelees sal word deur die afslaer op die tyd en datum van die verkoping ten opsigte van die volgende eiendom van die Verweerder.

Sekere: Cobaltstraat 31, Virginia, distrik Ventersburg, en beter bekend as Erf 5005, Virginia, distrik Ventersburg, provinsie Vrystaat, gehou kragtens Transportakte No. T32073/2005.

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

Verbeterings: Woonerf gesoneer vir woondoeleindes met verbeterings daarop, naamlik:

Hoofgebou: Ingangsportaal, sitkamer, eetkamer, kombuis, 3 slaapkamers, 1 badkamer. *Buitegeboue:* Geen (nie gewaarborg nie).

Voorwaardes: Die verkoopsvoorwaardes sal ter insae lê by die kantore van die Balju, Welkom, en kan daar nagegaan word gedurende kantoorure.

Geteken te Welkom op hierdie 6de dag van November 2006.

Aan: Die Balju van die Hooggereregshof, Virginia.

Neumann van Rooyen Sesele, Prokureur vir Eiser, Neumann van Rooyen Gebou, Eerste Vloer, Heerenstraat, Welkom. Tel: (057) 212-2875. Verw: C. Fourie/vanda/T7231.

KWAZULU-NATAL

Case No. 705/06

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

**In the matter between ABSA BANK LIMITED, No. 86/04794/06, Plaintiff, and Mr SAMINATHAN GOVENDER,
1st Defendant, and Mrs GOVINDAMMA GOVENDER, 2nd Defendant**

In pursuance of a judgment of the High Court of South Africa, Durban and Coast Local Division, dated 7 March 2006 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution by the Sheriff of the High Court, Inanda Area Two, on Monday, the 18th December 2006 at 09h00 am, at the Sheriff's Office, 1 Trevenen Road, Lotusville, Verulam, to the highest bidder:

(a) *Description:* Erf 1536, Verulam (Extension No. 16), Registration Division FU, situated in the Ethekwini Municipality, Province of KwaZulu-Natal, in extent 348 (three hundred and forty-eight) square metres, held by Deed of Transfer No. T58547/2001.

Physical address: 4 Geranium Road, Verulam.

Improvements: Brick under tile dwelling consisting of lounge, kitchen, 3 bedrooms, 1 bathroom, 1 separate toilet, outbuilding, but nothing is guaranteed in respect thereof.

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 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. The purchaser shall pay auctioneer's charges of 6% of the first R30 000,00 of the purchase price, thereafter 3,5% on the balance subject to a minimum of R352,00 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 levies, 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 for the High Court, Inanda Area Two, or the Offices of Johnston & Partners.

Dated at Durban this 9th day of November 2006.

Johnston & Partners, Plaintiff's Attorneys, Johnston Chambers, 25 Claribel Road, Morningside, Durban. Ref: A Johnston/TdK/04 A300 293.

Case No. 2480/05

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

**In the matter between JOHNNY SVENDSEN, Plaintiff, and RAQIS INVESTMENTS 6 CC, First Defendant, and
FIRST NATIONAL BANK LIMITED, Second Defendant**

In pursuance of a judgment of the High Court of South Africa, Durban and Coast Local Division, against the First Defendant only dated the 26th September 2006 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution by the Sheriff of the High Court, Durban South, on Friday, the 22nd December 2006 at 10h00 am, on the High Court Steps, Masonic Grove, Durban, to the highest bidder:

Description: (a) Erf 28, Kingsburgh, Registration Division ET, in the District of KwaZulu-Natal, in extent twenty-three comma four two two five hectares (23,4225 ha), held under Title Deed No. T36151/2004, and

(b) Erf 29, Kingsburgh, Registration Division ET, in the District of KwaZulu-Natal, in extent one comma four three five five hectares (1,4355 ha), held under Title Deed No. T36151/2004.

Physical address: 491 Old Main Road, Kingsburg.

Improvements: Vacant land, but nothing is guaranteed in respect thereof.

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 6% of the first R30 000,00 of the purchase price, thereafter 3,5% on the balance subject to a minimum of R352,00 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 levies, 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 for the High Court, Durban South, or the Offices of Johnston & Partners.

Dated at Durban this 14th day of November 2006.

Johnston & Partners, Plaintiff's Attorneys, Johnston Chambers, 25 Claribel Road, Morningside, Durban. Ref: L Lunde/CCB/09S3255003.

Case No. 9225/2006

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

In the matter between NEDBANK LIMITED, Plaintiff, and RAGINI NAIDOO, Defendant

In pursuance of a judgment granted in the High Court of South Africa, Durban 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 office of the Sheriff for Lower Tugela at the back of the Truworths Building at 116 King Shaka Street, KwaDuguza/Stanger at 10:00 am on Friday, the 22nd December 2006.

Description: Erf 4919, Stanger (Extension No. 39), Registration Division FU, Province of KwaZulu-Natal, in extent six hundred and thirty four (634) square metres, held under Deed of Transfer No. T000026805/2002, subject to the conditions of title contained therein.

Physical address: 47 Capricorn Close, Glenhills, Stanger, KwaZulu-Natal.

Improvements: 3 bedrooms, 1.5 bathroom and 2 other rooms (not guaranteed).

Zoning: Residential (nothing guaranteed).

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% (ten per cent) 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, Lower Tugela, 116 King Shaka Road, Stanger.

Dated at Durban this 16th day of November 2006.

Ndamase Incorporated, Plaintiff's Attorneys, Suite 1002, 10th Floor, Nedbank Centre, Durban Club Place, 303 Smith Street, Durban. [Tel: (031) 305-1907.] (Ref: Mrs Chetty/NED1/1103/SR.)

Case No. 2480/05

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

In the matter between: JOHNNY SVENDSEN, Plaintiff, and RAQIS INVESTMENTS 6 CC, First Defendant, and FIRST NATIONAL BANK LIMITED, Second Defendant

In pursuance of a judgment of the High Court of South Africa (Durban and Coast Local Division), against the First Defendant only dated 26 September 2006 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution by the Sheriff of the High Court, Durban South, on Friday, the 22nd December 2006 at 10h00 am on the High Court Steps, Masonic Grove, Durban, to the highest bidder.

Description: (a) Erf 28, Kingsburgh, Registration Division ET, in the District of KwaZulu-Natal, in extent twenty three comma four two two five hectares (23,4225 ha) held under Title Deed No. T36151/2004; and

(b) Erf 29, Kingsburgh, Registration Division ET, in the District of KwaZulu-Natal, in extent one comma four three five five hectares (1,4355 ha) held under Title Deed No. T36151/2004.

Physical address: 491 Old Main Road, Kingsburg.

Improvements: Vacant land. (But nothing is guaranteed in respect thereof).

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 6% of the first R30 000,00 of the purchase price, thereafter 3,5% on the balance subject to a minimum of R352,00 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 levies, 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, Durban South or the offices of Johnston & Partners.

Dated at Durban this 14th day of November 2006.

Johnston & Partners, Plaintiff's Attorneys, Johnston Chambers, 25 Claribel Road, Morningside, Durban. (Ref: L. Lunde/CCB/09S3255003.)

Case No. 8852/06

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)**In the matter between: ABSA BANK LIMITED, Plaintiff, and PHIWINHLANHLA MZIKI, Defendant**

In pursuance of a judgment of the High Court of South Africa (Durban and Coast Local Division), dated the 21st September 2006 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution by the Sheriff of the High Court, Inanda Area 2, on 10 Monday, the 18th December 2006 at 09h00 at the Sheriff's Office, 1 Trevenen Road, Lotusville, Verulam, to the highest bidder:

Description: Erf 3020, Verulam (Extension No. 29), Registration Division FU, Province of KwaZulu-Natal, in extent 1 050 square metres held by Deed of Transfer No. T62675/05.

Physical address: 36 Delta Road, Verulam.

The following information is furnished but not guaranteed: *Improvements:* Cement brick under clay tile roof dwelling consisting of: 3 bedrooms, lounge, kitchen and 2 bathrooms. But nothing is guaranteed in respect thereof.

Town-planning zoning: Residential (nothing guaranteed).

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 or bank-guaranteed cheque at the time of the sale together with the Sheriff's commission.
3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of the sale.
4. If transfer is not registered within one month after the date of sale, the purchaser shall be liable for the payment of interest to the execution creditor and to the bondholder/s (if any) as from expiration of one month after the 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 6% of the first R30 000,00 of the purchase price, thereafter 3,5% on the balance subject to a minimum of R352,00 and a maximum of R7 000,00 on the purchase price at the time of the sale.
6. Transfer shall be effected by Johnston & Partners 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, Inanda Area 2, 1 Trevenen Road, Lotusville, Verulam, or the offices of Johnston & Partners.

Dated at Durban this 7th day of November 2006.

Johnston & Partners, Plaintiff's Attorneys, Johnston Chambers, 25 Claribel Road, Morningside, Durban. (Ref: A. Johnston/TdK/04A300132.)

Case No. 9225/2006

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)**In the matter between NEDBANK LIMITED, Plaintiff, and RAGINI NAIDOO, Defendant**

In pursuance of a judgment granted in the High Court of South Africa, Durban 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 offices of the Sheriff for Lower Tugela, at the back of the Truworths Building, at 116 King Shaka Street, Kwaduguza/Stanger, at 10:00 am, on Friday, the 22nd December 2006.

Description: Erf 4919, Stanger (Extension No. 39), Registration Division FU, Province of KwaZulu-Natal, in extent six hundred and thirty four (634) square metres, subject held under Deed of Transfer No. T000026805/2002 to the conditions of Title contained therein.

Physical address: 14 Capricorn Close, Glenhuis, Stanger, KwaZulu-Natal.

Improvements: 3 bedrooms, 1.5 bathrooms, 2 other rooms (not guaranteed).

Zoning: Residential (nothing guaranteed).

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% (ten per cent) 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, Lower Tugela, 116 King Shaka Road, Stanger.

Dated at Durban this 16th day of November 2006.

Ndamase Incorporated, Plaintiff's Attorneys, Suite 1002, 10th Floor, Nedbank Centre, Durban Club Place, 303 Smith Street, Durban. Tel: (031) 305-1907. Ref: Mrs. Chetty/NED1/1103/SR.

Case No. 7555/2002

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

**In the matter between: STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and SAMUEL LOUW,
First Defendant, FLORINA MAGDALENA LOUW, Second Defendant**

In terms of a judgment of the above Honourable Court dated the 13 December 2002 a sale in Execution will be put up to auction on 13 December 2006, at 10:00 am at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder without reserve:

Lot 292, Ashley (Extension B), situate in the Borough of Pinetown, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 2 055 square metres, held under Deed of Transfer No. T20531/1996.

Physical address: 4 Rose Avenue, Ashley, Pinetown.

Zoning: Special Residential (nothing guaranteed).

Improvements: The following information is furnished but not guaranteed: A dwelling comprising of 3 bedrooms, 3 living rooms, bathroom, dining-room.

Outbuilding: Garage, servants quarters, 1 other room.

(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 or bank guarantee cheque 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 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, Acting Sheriff, Pinetown, 40 St George's Street, Durban.

Dated at Durban this 14 day of November 2006.

D H Botha, Strauss Daly Inc., Plaintiff's Attorneys, 2nd Floor, East Coast Radio House, 313/315 Umhlanga Rocks Drive, Umhlanga, C/O Jacobs & Partners Inc., 3rd Floor, Absa Building, 23 Gardiner Street, Durban.
(Ref: Miss Naidoo/S1272/723/MA.)

WESTERN CAPE
WES-KAAP

Case No. 5609/06

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

**In the matter between NEDBANK LIMITED versus THANDISWA LORRAINE XUBA and
XOLANI PHINIAS GIYOSE**

The following property will be sold in execution by public auction held at Mitchells Plain Courthouse, to the highest bidder on Tuesday, 19 December 2006 at 10h00:

Erf 15518, Parow, in extent 495 (four hundred and ninety five) square metres, held by Deed of Transfer T3340/1995, situate at 24 9th Avenue, Ravensmead.

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: 2 bedrooms, lounge, kitchen and bathroom.

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 12,00% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 8th day of November 2006.

Smith Tabata Buchanan Boyes, Attorneys for Judgment Creditor, 9th Floor, 5 St George's Mall, Cape Town. (Tel: 406-9100.)
(Ref: Mrs D. Jardine/CD8943.)

Case No. 1706/2003

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

**In the matter between NEDBANK LIMITED, Plaintiff, and BENEDICT MOLOI,
First Defendant, and KOLEKA CONSTANCE MOLOI, Second Defendant**

In execution of judgment in the matter, a sale will be held on Tuesday, 19 December 2006 at 12h00 at 31 Rokeby Road, Rondebosch East, of the following immovable property:

Erf 42316, Crawford, in the City of Cape Town, Cape Division, Western Cape Province, in extent 556 square metres, held under Deed of Transfer No. T22317/94, situated at 31 Rokeby Road, Rondebosch East.

Improvements (not guaranteed): 3 bedrooms, kitchen, lounge, diningroom, bathroom/toilet, garage and swimming-pool.

1. This sale is voetstoots and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser. The price bid shall be exclusive of VAT and the purchaser shall pay VAT on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. The purchaser shall pay a deposit of 10% immediately on sale and the balance against transfer by a bank or bank guaranteed cheque and furnish a guarantee for such payment issued by the bank concerned within 14 days of sale by a bank or bank-guaranteed cheque.

The full conditions of sale will be read out at the sale and may be inspected at the offices of the Sheriff of the Court, Wynberg East.

Herold Gie, Plaintiff's Attorneys, 8 Darling Street, Cape Town. (Ref: PALR/ad 249398.)

Case No. 8622/2005
Box 93

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

**In the matter between: PEOPLES MORTGAGE LIMITED (formerly known as PEOPLES BANK LIMITED), Plaintiff,
and CYNTHIA TOBEKA RATYA, Defendant**

In pursuance of a judgment of the above-mentioned Court and a writ for execution, the undermentioned property will be sold in execution on Tuesday, 19 December 2006 at 10h00 at Mitchells Plain Magistrate's Court, First Avenue, East Ridge, Mitchells Plain, by the Sheriff of the High Court, to the highest bidder:

Erf 29428, Khayelitsha, situate in the City of Cape Town, Cape Division, Province of the Western Cape, in extent 170 square metres, held by virtue of Deed of Transfer No. T77045/1999.

Street address: 18 Sixwayikati Street, Town 2, Village 1, Khayelitsha.

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

Improvements and location: Brick walls, tiled roof, fully vibre-crete, burglar bars, 2 bedrooms, tiled floors, kitchen, lounge and toilet.

Reserved price: The property will be sold without reserve.

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

Auctioneer's charges: Payable by the purchaser on the day of sale.

Conditions of sale: Same shall lie for inspection at the offices of the Khayelitsha Sheriff.

Dated at Bellville this 10th November 2006.

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park II, cnr. Old Oak/Willie van Schoor, Bellville, 7536; PO Box 4040, Tyger Valley, 7536. Docex 1, Tygervally. [Tel: (021) 918-9000.] [Fax: (021) 918-9090.] Service address: Gerald Shnaps, 9th Floor, 47 On Strand, 47 Strand Street, Cape Town, 8001. (Ref: H. Crous/LA/PEO3/0033.)

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

In the matter between: FIRST RAND BANK LIMITED (formerly known as FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED), Plaintiff, and AUBREY HENRY JACOBS, Identity No. 6508075182010, First Defendant, and JULIANA JACOBS, Identity No. 6404040209015, Second Defendant, married in community of property to each other

A sale in execution of the undermentioned property is to be held without reserve at the premises situated at 9 St Peter Street, Ceres, on 20 December 2006 at 10h00.

Full conditions of sale can be inspected at the Sheriff, Ceres, situated at Van Eeden Building, 39 Voortrekker Road, Office No. 2, Ceres, and will be read out prior to the sale.

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

Property: Erf 2172, Ceres, in the Municipality of Ceres, Division Ceres, Western Cape Province, in extent 1 008 (one thousand and eight) square metres, held by the Mortgagor by Deed of Transfer No. T56567/1998, subject to the terms and conditions as more fully contained therein, situated at 9 St Peter Street, Ceres.

Improvements: 1 x lounge, 1 x family room, 1 x dining room, 1 x kitchen, 1 x scullery, 3 x bedrooms, 1 x bathroom, 3 x carports, 2 x storerooms.

Dated at Cape Town on this 15th day of November 2006.

J. Musikanth, for Steyl-Vosloo, Attorneys for Plaintiff, 4th Floor, Equity House, 107 St George's Mall, Cape Town. Tel. (021) 424-6377/8/9. Ref: JM/la/FL0432.

PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

GAUTENG

PARK VILLAGE AUCTIONS

ASSET FORFEITURE

Duly instructed by the Curator Bonis, we will offer for sale by way of Public Auction, on Site at 1612 Jwara Street, (Erf 1612, measuring 274 m²), Protea North/Soweto District, on Tuesday, 12 December, 2006, commencing at 10:30 am, a three bedroom home with other improvements.

For further particulars, contact the Auctioneer on Telephone Number (011) 789-4375 / Telefax Number: (011) 789-4369 or E-mail: auctions@parkvillage.co.za
