



**IN THE NORTH WEST HIGH COURT  
MAFIKENG**

**CASE NO.: 1416/11**

In the matter between:

**THE SHERIFF OF THE HIGH COURT FOR THE  
DISTRICT OF MOLOPO**

**Applicant**

**and**

**FIRSTRAND BANK LIMITED  
NARAGHI-ARANI  
MPHO MOLOBYE**

**1<sup>st</sup> Claimant  
2<sup>nd</sup> Claimant  
3<sup>rd</sup> Claimant**

In re:

**FIRSTRAND BANK LIMITED  
(Registration Number: 1929/001225/06)**

**Plaintiff**

**and**

**TSHEPE, TSHOLOFELO AMOS JACKIE  
TSHEPE, GADIMANG GLORIA**

**1<sup>st</sup> Defendant  
2<sup>nd</sup> Defendant**

**AND**

In the matter between:

**FIRSTRAND BANK LIMITED**  
(Registration Number: 1929/001225/06)

**Applicant**

and

**SEGALO EPHRAIM MONARE N.O.**  
(SHERIFF MOLOPO)

**1<sup>st</sup> Respondent**

**SEFIDVASH NARAGHI-ARANI**  
(ID )

**2<sup>nd</sup> Respondent**

**MARINA NARAGHI**  
(ID )

**3<sup>rd</sup> Respondent**

**KGOELE J**

**DATE OF HEARING : 30 NOVEMBER 2012**

**DATE OF JUDGMENT : 11 JANUARY 2013**

**FOR THE APPLICANT : Advocate A. Politis**

**FOR THE RESPONDENT : Adv.E.M. Mmolawa (Appl. Interpleader)**

**FOR THE 2<sup>nd</sup>,3<sup>rd</sup> & 4<sup>th</sup> RESP.: Advocate JHF Pistor**

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**JUDGMENT**

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**KGOELE J:**

[1] There are two matters that need consideration in regard to this case namely:-

(a) An interpleader notice

(b) An application for the cancellation of a sale in execution.

[2] For the sake of convenience I refer to the parties herein as follows:

(a) The applicant in the interpleader notice: ..... The Sheriff

(b) The first claimant in the interpleader notice: ..... FRB

(c) The second claimant in the interpleader notice: ..... Mr Naraghi

(d) The third claimant in the interpleader notice: ..... Mrs Molobyse

(e) The applicant in the application for cancellation: ..... FRB

(f) The first respondent in the application

for cancellation: ..... The Sheriff

(g) The second respondent in the application for

cancellation: ..... Mr Naraghi

(h) The third respondent in the application for

Cancellation: ..... Mrs Naraghi

(i) The plaintiff in the main action: ..... FRB

(j) The first defendant in the main action: ..... Mr Tshepe

(k) The Second Defendant in the main action: ..... Mrs Tshepe

**Background**

[3] Mr and Mrs Tshepe bought the property which is the subject matter of these two matters (**the property**) with the financial assistance of FRB. They did not pay FRB and the latter obtained judgment against them. Pursuant to such judgment the property was sold at an auction in execution of the judgment. The auction was conducted at the offices

of the sheriff by the Deputy Sheriff (**the sheriff**) at 10h00 on 11<sup>th</sup> April 2012. The bidders at this auction were two, namely Mr Ackerman and Mrs Molobye. Mrs Molobye submitted the highest bid and bought the property for R255 000,00. However, shortly thereafter Mr Naraghi arrived at the offices and enquired as to whether the sale of Mrs Molobye was subject to a lien that he, Mr Naraghi was relying on. Having heard of the existence and of the amount of the lien Mrs Molobye became hesitant to sign the conditions of sale and to pay the 10% deposit. She informed the sheriff accordingly. Mr Ackerman had already left by then. The sheriff decided to stand the matter down until 14h00 on that day to allow Mrs Molobye to make up her mind. At 14h00 the sheriff again put up the property for auction after Mrs Molobye had informed him that she no longer wants to proceed with the sale. The property was subsequently sold to Mr & Mrs Naraghi after the Sheriff re-auctioned it.

- [4] There was exchange of letters between the Sheriff and FRB in respect of what transpired at the auction, as a result of this exchange of letters, the Sheriff wrote a letter to FRB to the effect that it has to institute interpleader proceedings in view of the fact that FRB were asserting that no sale took place on the 11<sup>th</sup> April 2012 because it was invalid.
- [5] The sheriff issued and served the interpleader notice on the FRB on the 26<sup>th</sup> July 2012. FRB then, instead of replying, served a notice of motion with the citation of parties as follows:-

FIRSTRAND BANK LIMITED  
(Registration Number: 1920/001225/06)

Applicant

And

SEGALO EPHRAIM MONARE N.O  
(IN HIS CAPACITY AS THE SHERIFF  
OF THE HIGH COURT – MOLOPO)

1<sup>ST</sup> Respondent

SEFIDVASH NARAGHI-ARANI  
(ID No. )

2<sup>ND</sup> Respondent

MARINA NARAGHI  
(ID NO. )

3<sup>RD</sup> Respondent

IN RE:

FIRSTRAND BANK LIMITED  
(Registration Number: 1929/001225/06)

Plaintiff

And

TSHEPE, TSHOLOFELO AMOS JACKIE

1<sup>st</sup> Defendant

TSHEPE, GADIMANG GLORA

2<sup>nd</sup> Defendant

- [6] The notice of motion used the same case number as the interlocutory interpleader notice and was drafted on the 30<sup>th</sup> and served on the applicant on the 31<sup>st</sup> July 2012. The relief sought by the first claimant in the said notice of motion is as follows:-

*“That the sale in execution of the immovable property of the first and second defendants known at site 4266 Mmabatho Unit II situated in the Mafikeng Local Municipality, Registration Division J.O. North West Province measuring 961 square metres held by deed of Transfer number R231/2009 held by the Sheriff for the High Court in the district of Molopo on the 11<sup>th</sup> April 2012, which was purportedly purchased by the second and third Respondents in execution of a judgment of the Above-Honourable Court granted on the 8<sup>th</sup> December 2011 in the above case, be declared void and that the property again be put up for auction;*

*That the first Respondent pay the costs of this application;*

*No order for costs as against the second and third Respondent, unless the second and third Respondents oppose this application in which event, costs of this application, jointly and severally with the first Respondent:.*

*That the first Respondent be directed to refund the second and third Respondents, the deposit, purchase price and Sheriff's commission paid by them to the first Respondent, less the cost of this application (if applicable).*

*Granting the Applicant such further or alternative relief as the above Court may deem fit".*

[7] FRB had also raised a Point *in limine* in respect of the interpleader notice filed by the Sheriff namely that: "this matter is not a proper matter for relief by the way of an interpleader and further that the notice is defective" in that:-

7.1 The time period provided for between the date on which the claimant's particulars of claim should be delivered and the date of the hearing of the matter is less than 15 days and therefore does not comply with the provisions of rule 58 (3) (c);

7.2 Notwithstanding numerous demand the applicant's attorneys have failed to withdraw such interpleader notice and have also failed to respond to the letters sent to them.

[8] Mr Naraghi has indicated that he abides by the decision of the court in respect of the aforesaid Point *in limine*. The Sheriff opposed the notice of motion by FRB contending that it has been issued before it was served on them, which is irregular. Further that FRB is just duplicating matters as interpleader notice are proper proceedings to deal with the issue in this matter.

[9] At the onset of the arguments before me, I allowed all the counsel to make submissions in respect of all the applications before me as they are closely interrelated.

**Defects complained by FRB i.r.o the Interpleader notice and the irregularity of the notice of motion**

[10] FRB did not rely heavily on these defects during the arguments stage, as a result, this court agreed with the submission by the counsel for the Sheriff that, all the defects which were the subject matter of FRB's complaint, were later cured by the Sheriff. Likewise, the Sheriff also did not pursue the issue regarding the irregularity of the notice of motion. As a result the court proceeded to consider the interpleader proceedings and the cancellation application.

**Interpleader proceedings and cancellation application**

[11] FRB contends that the interpleader proceedings are not proper proceedings to resolve the issue pertaining to the adverse claims by the parties. According to FRB the issues in this matter are to be decided by way of motion court procedure in terms of which all the parties will have the opportunity to file affidavits and heads of argument.

[12] FRB contends further that:-

- (a) that after the bid of Mrs. Moloby was accepted, the Sheriff was *functus officio* and that, in order to continue with the sale at 14:00 the Sheriff was supposed to cancel the sale to Mrs. Moloby first which took place earlier that day;

- (b) that the Sheriff could not have done so without having approached a Judge in Chambers in terms of rule 46(11) (which he did not do); and
- (c) that he therefore could not have proceeded with the sale at 14:00.

[13] Counsel for FRB based his submissions on, firstly that at the fall of the hammer and on the interpretation of the cases of **Schoerie v Sypet's Bank Limited 1997(1) SA 764 (D) at 777** and **Nicolau v Navarone Investments (Pty) Ltd, 1971 (3) SA 883 (W)**, the Sheriff is, on awarding the bid to Mrs Molobyne at the first sale in execution, *funtus officio*. No further action on the Sheriff's part is warranted nor is he entitled, apart from immediately re-auctioning the property, to take any further action. The Sheriff's decision, "to again put the property on auction" is, *ultra vires* his powers under the circumstances.

[14] Secondly that the word "immediately" in clause 2.5 of the conditions of sale, has a meaning ascribed to it to mean, without interval, straight away, etc. and that the Sheriff, even on a proper interpretation of the afore-mentioned clause, was not entitled to "stand the matter down until 14h00". The Sheriff did not therefore act in terms of established principles in relation to sales in execution, nor did he act in accordance with the condition of sale. Thus the second sale was not held immediately.

[15] Lastly that, the first sale was therefore "cancelled". The awarding of the bid to Mrs Molobyne at the first sale concluded a binding oral agreement between the parties, being the First Respondent and Mrs Molobyne. Neither FRB nor Mrs Molobyne including the Sheriff were



entitled to “resign” from or “cancel” such agreement without first approaching a Judge in Chambers in order to cancel such a sale.

[16] According to FRB’s counsel, it is clear from the affidavit submitted before this court that the Sheriff in fact, treated Mrs Moloby as a preferred bidder in that he allowed her to go and make up her mind about purchasing the property until 14h00. The Sheriff did not postpone the first sale because of the inability of Mrs Moloby as Clause 2.5 of the condition of sale requires. Further that the Sheriff sold the property with a reserved price of R255 000-00 contrary to Regulation 24 (i) of the Consumer Protection Act 68 of 2008.

[17] As far as prejudice is concerned, FRB’s counsel conceded that there was no monetary prejudice that the Bank had or will suffer, but that Mr Ackerman might probably suffer any. Another prejudice he referred this court to was that the Bank could not satisfy that there was a valid sale before they transferred the property, which part they are required by the law to do.

[18] Counsel for the Naraghis submitted on the contrary that:-

18.1 The relief sought by FRB amounts to a review and the setting aside of the ruling of the Sheriff on the day of the incident;

18.2 This Court will not interfere with such ruling unless the applicant can show that it has been prejudiced by the ruling. This principle has been restated by the court in the case of **Rajah and Rajah (Pty) Ltd and Others v Ventersdorp Municipality and Others 1961 (4) SA 402 (A)** at 407 to 408 as follows:

*“Now I think it is clear that the Court will not interfere on review with the decision of a quasi-judicial tribunal where there has been an irregularity, if satisfied that the complaining party has suffered no prejudice. .... In principle it seems to me that the Court should likewise not interfere in the present case at the instance of the Council, whatever the precise nature of the present proceedings, since it is clear that there has been no prejudice to the public interest which the Council represents. The underlying principle is that the Court is disinterested in academic situations. (my underlining)”*

18.3 The latter case relates to an application for a business licence which was made to the local authority in the name of a company before incorporation. Aware that the company was not yet in existence the local authority nevertheless issued a certificate of authority permitting the Receiver of Revenue to issue the licence. The Receiver, who regarded the certificate as one in favour of a company not yet in existence, issued the licence. After incorporation of the company the local authority (similar to the relief sought in the present application) sought an order declaring the certificate and the licence to be of no force or effect because of the non-existence of the company both at the time of application and the issuing of the licence. The then Appellate Division of the High Court held against the local authority on the basis that, in the absence of prejudice to either the public or the local authority, there was no reason to set the licence aside;

18.4 In the present application the application by FRB to have the sale to Mr. and Mrs. Naraghi set aside is based on an extremely technical approach to the matter. Although used in a different context, the following words of **Schreiner JA** in the case of **Trans African Insurance Co Ltd v Maluleka 1956 (2) SA 273 (A)** at 278 E to G are applicable:

*“No doubt parties and their legal advisers should not be encouraged to become slack in the observance of the Rules, which are an important element in the machinery for the administration of justice. But on the other hand technical objections to less than perfect procedural steps should not be permitted, in the absence of prejudice, to interfere with the expeditious and, if possible, inexpensive decision of cases on their real merits.”*

- 18.5 FRB has not even suggested that it had suffered any prejudice as a result of the ruling of the Sheriff. The nearest that FRB has come to this requirement is to state that Mr. and Mrs. Tshepe and Mr. Ackerman were prejudiced;
- 18.6 Neither Mr. and Mrs. Tshepe nor Mr. Ackerman are parties to the application. They do not claim that they were or are prejudiced by the actions of the Sheriff. FRB does not act on their behalf in this application. Even if they had been prejudiced, such prejudice would not have assisted the applicant (FRB), since the applicant has to show that **it** has suffered prejudice;
- 18.7 Mr. Ackerman was in the first instance not the highest bidder and he has not indicated that he intended to submit a higher bid at a later stage;
- 18.8 If the Sheriff had done what FRB suggests he should have done namely, that he should have approached a judge in chambers and have the first sale cancelled and re-advertised, then in such event it is in fact Mr. and Mrs. Naraghi who would have been prejudiced by such procedure in the sense that further costs would have been incurred to obtain the same result;

- 18.9 Finally that the application for cancellation be dismissed on the ground that FRB failed to show that it was prejudiced by the ruling of the Sheriff. However, should the Court be of the view that the application should not be dismissed on that ground, then and in that event, the following further submissions are herein made below:-
- 18.10 On FRB's interpretation of the facts the Sheriff agreed with Mrs. Molobyte to cancel the sale to her and to put the property again on auction;
- 18.11 There are therefore two possible constructions of the Sheriff's ruling on that day:
- (a) That he cancelled the first sale and again put the property on auction; (being FRB'S case) and
  - (b) That he accepted the bid by Mrs. Molobyte provisionally and postponed the sale until 14:00 (the Sheriff's case);
- 18.12 On whatever of the aforesaid constructions of the facts relating to the incident of the day of the sale, the application for cancellation of the second sale cannot succeed;
- 18.13 In this regard Rule 46(11) on which FRB relies provides for the situation where the Sheriff wants to terminate a sale without the consent of a defaulting purchaser in circumstances where the Sheriff himself cannot in terms of the conditions of sale or the Rules of Court cancel the sale and then again put the property up on auction;

- 18.14 A Sheriff is not an agent of the plaintiff or of any party, but an executive of the law. He therefore becomes a party to the agreement and has the rights and duties as any other contracting party, subject of cause to the Rules and Regulations and Conditions governing his work as an officer of the law;
- 18.15 In the normal cause of events a contracting party would not be entitled to terminate a contract in the manner provided for in Rule 46(11). The Rule provides for such procedure in order to streamline the execution process and to avoid delays in such process;
- 18.16 However, there is no reason why the Sheriff should not be entitled as any other contracting party to cancel a sale with the consent of the other parties involved;
- 18.17 It was submitted further that such authority of the Sheriff appears from the practice and the law relating to sales in execution. In fact, the conditions of sale relevant to the present matter make this clear;
- 18.18 Paragraph 2.3 of the conditions of sale for example provides as follows:
- "If any dispute arises about any bid, the property may, at the discretion of the Sheriff immediately again be put up for auction."*
- 18.19 Similarly paragraph 2.4 of the conditions of sale provides as follows:
- "If the Sheriff makes any mistake in selling, such mistake shall be not be binding on any of the parties, but shall be rectified immediately."*

- 18.20 Depending on the nature of the dispute referred to in the said Clause 2.3 or the nature of the mistake contemplated in Clause 2.4 the Sheriff may decide, even after having accepted a bid, to again put the property up for auction in order to avoid the dispute or to rectify the mistake;
- 18.21 FRB relies *inter alia* on the Schoerie case. It was submitted that the latter case has to be distinguished on the facts thereof since in that case the Sheriff cancelled a sale after the bid was accepted and then entered into a private arrangement (not a public sale) with some of the parties who attended the sale as a result of which the successful bidder was replaced as purchaser by another party;
- 18.22 The Sheriff relies on Clause 2.5 of the conditions of sale. The latter clause reads as follows:
- “If the Sheriff suspects that a bidder is unable to pay either the deposit or the balance of the purchase price, he may refuse to accept the bid of such bidder, or accept it provisionally until the bidder shall have satisfied him that he is in a position to pay both such amounts. On the refusal of a bid under such circumstances, the property shall immediately again be put up for auction.”*
- 18.23 On an objective approach to the facts it is clear that the Sheriff was entitled, in the event of Mrs Molobyne not paying the deposit immediately, to accept her bid provisionally and to allow her until 14:00 to satisfy the Sheriff that she can pay. When, at 14:00 she still did not pay, the Sheriff was entitled and obliged to then immediately again put the property up for sale as he had done;

18.24 In this regard attention has to be invited to the fact that the conditions (Clause 2.5) does not state how long the Sheriff would be entitled to allow Mrs. Molobye to satisfy the Sheriff that she could pay. The time period until 14:00 cannot in these circumstances be considered as unreasonable more specifically so because of the fact that the Sheriff conveyed his decision to proceed with the auction at 14:00 to all the persons present at the first sale and nobody objected thereto. Consequently the sale to Mr. and Mrs. Naraghi was perfectly in order and cannot be set aside.

[19] Counsel for the Sheriff submitted that he agrees with all the submissions made by the Naraghi's counsel in as far as the fact that the cancellation application should be dismissed.

[20] He submitted further that FRB is abusing the court process by attaching a notice of motion to his particulars of claim in response to the interpleader notice. It is the FRB who is creating a duplication of matters and issues by seeking a declaratory order that the sale of site 4266 Mmabatho Unit II is void when before such application was launched, the applicant had already instituted interpleader proceedings.

[21] The interpleader proceedings are a proper remedy to the Sheriff because the FRB asserts that the sale to the Naraghi's of site 4266 Mmabatho Unit II is void whilst the Naraghi's wants the property to be transferred to him on the basis that he paid 10% deposit and Sheriff's

commission. The claim to pass transfer of the property to the Naraghis was known as early as the 12<sup>th</sup> April 2012 by the FRB (See Annexure B to the FRB's particulars of claim.

[22] That FRB has filed its heads of argument in respect of the interpleader proceedings and cannot be heard to claim that motion court procedures are the proper remedy because such procedures permit the filing of affidavits and heads of argument.

[23] He further repeated the submissions made by the counsel for the Naraghis that, even if it can be argued that the Sheriff did not have the authority to sell the property with a reserved price of R255 000-00 in the afternoon of the 11<sup>th</sup> April 2012 his action did not prejudice anybody but in fact benefitted FRB. It would, be academic to declare the second sale to the Naraghi's void, solely on the ground the property was sold subject to a reserve price which benefitted FRB.

[24] Finally that the Sheriff has made out a case for the interpleader proceedings to be entertained with costs against the FRB.

### **Costs**

[25] Counsel for the Naraghi's submitted that in the event that the court is not with them as far as their submissions are concerned, the general rule that a successful party should be entitled to costs should be deviated from in this matter. FRB should be ordered to pay the costs. His reasons are:- For FRB to succeed with their second part of their 1<sup>st</sup>



relief that is “that the property be put up for auction” FRB had two insurmountable obstacles:-

- it has not applied for an order setting aside the first sale; and
- it has not joined Mrs Moloby in its application, who has a direct and substantial interest.

Had it not been for the fact that the Naraghis attached an affidavit of Mrs Moloby in which she indicated that she abides by the decision of this court, FRB would not have succeeded without joining Mrs Moloby.

[26] Counsel for FRB wants cost on the contrary to be paid by the Naraghi's and the Sheriff jointly or severally.

[27] Counsel for the Sheriff submitted that costs should be paid by FRB.

### **Analysis**

[28] An inter-pleader is an expeditious procedure whereby a person who is in possession of money or property in respect of which he claims no interest, but expects to be sued in regard to it by two or more persons, can obtain a ruling from court as to the person to whom the money is in law due or property should be transferred. In this way he is spared the trouble and expense of defending an action or actions. The matter is governed by **Rule 58 (7) of the Uniform Court Rules**. See **The Civil Practice of the High Courts of S.A.: Fifth Edition (Herbstein**

**and Van Winsen) by Cilliers, Loots and Nel: second paragraph under (iii), heading: Inter-pleader proceedings at page 336.**

[29] Sub-section (5) of Rule 58 provides:-

“If a claimant delivers particulars of his claim and appears before it, the court may:-

(a) then and there adjudicate upon such claim after hearing such evidence as it deems fit; .....

[30] I fully agree with the submissions by Counsel for the Sheriff that the inter-pleader proceedings are a proper remedy to the Sheriff in this matter because FRB asserts that the sale to the Naraghis of the property is void whilst the Naraghis want the property to be transferred to them on the basis that he paid 10% deposit & Sheriff's commission.

[31] The submission by Counsel of FRB that an inter-pleader is not a proper proceeding to resolve the issue pertaining to the adverse claims by the parties is far-fetched. Similarly, in inter-pleading proceedings, affidavits as a form of evidential material are accepted and parties are also allowed to make submissions. This is borne by the contents of Sub-section 5(a) of Rule 58(7) which amongst others provides:-

“.....the court may adjudicate such claim after hearing **such evidence as it deems fit**” [My own emphasis]

[32] FRB has filed its heads of argument in respect of the inter-pleader proceedings, there is nothing that could have stopped them in filing its claim first as required by law instead of opting for issuing a notice of motion and serving same to the applicants. This is also proved by the outcome of the submissions that were made in court which culminated to the effect that in fact what the Sheriff has done on the particular day, by re-auctioning the property, did not prejudice anybody including FRB, but instead benefitted FRB.

[33] Counsel for the Naraghis made a number of submissions in as far as the cancellation application which was filed by FRB is concerned as enumerated above. Although they are all equally good to the outcome of this matter, I do not intend to deal with all of them for the sake of brevity of this judgment. The other important reason of course is the fact that his first main submission that “the court will not interfere with a ruling in a review proceedings unless the applicant can show that it has been prejudiced by the ruling as pronounced in the Rajah matter above, can swiftly and safely dispose of this matter.

[34] I fully agree with the submissions and the reasons submitted by the Naraghi’s counsel that the relief sought by FRB amounts to a review and setting aside of the ruling of the Sheriff on the day of the incident. It is correct that FRB has not in its papers suggested that it had suffered any prejudice as a result of the ruling of the Sheriff. The Sheriff sold the property in question to Mr & Mrs Naraghi with the same amount that was bidden for at the second auction which was still the highest. As correctly submitted by the Naraghi’s counsel, the nearest that FRB has come to this requirement is to state in

submission that Mr Ackermann and or Mr & Mrs Tshepo will be prejudiced.

[35] Unfortunately neither Mr & Mrs Tshepo nor Mr Ackerman are parties to both the inter-pleader and the application by FRB. It is further correct that their prejudice if any, would not have assisted FRB since FRB has to show its own prejudice it has suffered. The fact that FRB could not be able to declare that the sale was valid is neither here nor there. Instead, as correctly submitted by Counsel for the Naraghis, if the Sheriff could have done what FRB suggests he should have done, namely:- that he should have approached a judge in chambers and have the first sale cancelled and re-advertised, then in such event, it is Mr & Mrs Naraghi who would have been prejudiced by such a procedure in the sense that further costs would have been incurred to obtain the same results.

[36] I also agree with the submissions made that the objections raised by FRB in their application are technical objections to less than perfect procedural steps which as a general principle should not be allowed, in the absence of prejudice, to interfere with the expeditious and inexpensive decision that the Sheriff has taken. The principle that was echoed in the Rajah matter above, "that the Court is disinterested in academic situations" is reiterated in this matter.

[37] I come to the conclusion that the Sheriff has made out a case for the inter-pleader proceedings to be entertained, which I had already done.

[38] In as far as costs is concerned, I do not see any reason why costs should not follow the results.

[39] The following order is consequently made:-

39.1 The Point *in limine* raised by FRB and the application of cancellation of sale by the Sheriff instituted by FRB (the first claimant in the inter-pleader proceedings / plaintiff in the main matter / applicant in the cancellation proceedings) are hereby dismissed;

39.2 The inter-pleader proceedings are upheld;

39.3 The second sale or the re-auctioning of the property which is the subject matter in both proceedings is hereby declared valid and enforceable;

39.4 The property should be transferred into the name of Mr & Mrs Naraghi;

39.5 FRB is ordered to pay the costs occasioned by the adjudication of both matters.

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**A.M. KGOELE**  
**JUDGE OF THE HIGH COURT**

## **ATTORNEYS**

Attorney for the applicant in the cancellation of sale application / 1<sup>st</sup> Claimant in the Interpleader application:

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Attorney for the 1<sup>st</sup> Respondent in the cancellation of sale application / applicant for the interpleader application:

Segalo Ephraim Monate (IN PERSON) and in his capacity  
As the Sheriff of the High Court – MOLOPO  
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Attorneys for the 2<sup>nd</sup> and 3<sup>rd</sup> Respondents in the cancellation of sale application / 2<sup>nd</sup> Claimant in the interpleader application

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