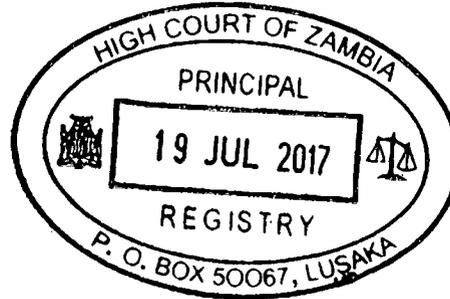


**IN THE HIGH COURT FOR ZAMBIA
AT THE PRINCIPAL REGISTRY
HOLDEN AT LUSAKA**
(Civil Jurisdiction)

2010/HP/952



B E T W E E N:

LENDOR AND BURTON CONSTRUCTION
LIMITED

PLAINTIFF

AND

THE ATTORNEY GENERAL

DEFENDANT

**Before Honourable Mrs. Justice M. Mapani-Kawimbe on the 19th day of
July, 2017**

For the Plaintiff:

*Mr. B. C. Murtale, SC assisted by Ms. M. Mukuka,
Messrs Ellis & Co. and Mr. M. Mutemwa, SC, Messrs
Mutemwa Chambers*

For the Defendant :

Mr. F. K. Mwale, Ag. Principal State Advocate

J U D G M E N T

Cases Referred To:

- 1. Evergoinvest Limited and Another v Bank of Zambia and Another (Appeal No. 67/2008) (2012) ZMSC 44*
- 2. Attorney General, Development Bank of Zambia v Gershom Moses Burton Mumba (2006) Z.R. 77*
- 3. Colgate Palmolive (Z) Inc. v Shemu and Others Appeal No. 11 of 2005 (unreported)*
- 4. Robson Sikombe v Access Bank Zambia Limited, SCZ Appeal No. 240/2013*
- 5. Nsama and Others v Zambia Telecommunications Company Limited Appeal No. 21/2012*

Other Works Referred To:

1. *Chitty on Contract Volume 1 General Principles (2008)*

By Writ of Summons the Plaintiff seeks the following reliefs:

- i) *Damages for breach of contract*
- ii) *The sum of US\$50,070,617.44*
- iii) *Interest on the above sum at the current banking lending rates from the date of issue of Writ until payment.*
- iv) *Further or other relief as the Court may deem fit and just.*
- v) *Costs*

The Statement of claim discloses that by Contract No. CE/1/77 ("the Contract") between the Plaintiff and the Defendant, the Plaintiff agreed to carry out and complete the construction of the Limulunga-Senanga Road to Class 1B and 1C Standard. The Defendant formally accepted the Plaintiff's initial tender price of K22,653,072.75 for the works on 6th July, 1977.

The Contract incorporated the General Conditions of Contract for Civil Engineering Construction (1st Edition) of January 1966 as well as Special Conditions on financial arrangements. It was agreed that the Plaintiff would be entitled and to repatriate 23% of the value of the certified progress payments in United States Dollars. The balance of 77% would be paid in Kwacha.

It was a further express term of the contract that valuation of work on site and both Interim and Final Payment Certificates would be issued by John Burrow and Partners Limited, who were the Consulting Engineers employed by the Defendant. The Plaintiff states that it completed the construction of the road in December, 1984 and the maintenance period expired on 18th December, 1985.

At the end of the Contract, the Defendant failed to pay the 23% foreign currency component of all the certificates issued. The Plaintiff states that the sum owing immediately after the completion of the works was Eighteen Million Four Hundred and Twenty Six thousand Four Hundred and Sixty Seven United States Dollars (US\$18,426,467.00).

The Plaintiff avers that in 1986, the Defendant, in reduction of the money owed, paid it a sum of US\$5,378,448.00 (through the Bank of Zambia) and a further sum of US\$2,304, 605.00 through a facility provided by the Norwegian Agency for Development Cooperation (NORAD). These sums were paid and acknowledged in a letter dated 8th April, 1986.

Following the payments received, the Plaintiff avers that a balance of US\$10,743,414.00 remained. The Defendant by a letter dated 11th August, 1986, written by the Permanent Secretary, Ministry of works, addressed to the Governor Bank of Zambia acknowledged that the Plaintiff was owed US\$10,743,414.00.

On 18th April, 2002, the Plaintiff states that the Defendant paid the Plaintiff a sum of US\$1,250,000.00 (equivalent to K5 billion) in reduction of the debt. On 24th May, 2002, the Defendant paid US\$675,000.00 (equivalent to K2.7 billion) also in reduction of the debt. On 19th June, 2002, the Defendant paid US\$575,000.00 (equivalent to K2.3 billion) in further reduction of the debt.

The Plaintiff avers that it was an implied term of the Contract that interest would be charged on all outstanding payments and the firm of John Burrow and Partners calculated and applied simple interest on all outstanding payments at the rate of 1.4583% per month which translated to 15% per annum.

The Plaintiff states that when the rate of interest is applied on the sum of US\$10,743,414.00 from the 7th May, 1986 the total sum

owed as at 30th June, 2010, by the Defendant and (after giving credit for all sums paid) is Fifty Million Seventy Thousand Six Hundred and Seventeen Dollars Forty Four Cents (US\$50,070,617.44). As a result of the Defendant's actions, the Plaintiff claims that it suffered loss and damage.

The Defendant settled a Defence and avers that it does not owe the Plaintiff US\$10,743,414.00. Instead it owed the Plaintiff US\$435,000.00 as of 1996, which arose from foreign exchange variations at the time of making payments.

The Defendant states that it paid the Plaintiff K10,000,000,000.00 between April and June, 2002. The Defendant admits that interest was due on all outstanding payments, but not at the rate of 15% per annum. It avers that at a series of meetings held in November, 2002, chaired by then Minister of Justice and Attorney General, which were attended by, among others, Mr. and Mrs. Burton, an Accountant and Legal Counsel from the Plaintiff Company, it was agreed that the outstanding payment would attract simple interest of 10% per annum.

The Defendant further avers that at the same meetings, the parties agreed that the principal amount owed to the Plaintiff as at May, 1987, was US\$435,000.00 arising from foreign exchange variations at the time of making payments. In total, the Defendant only owed the Plaintiff US\$1,087,500.00 as at June, 2002.

In the counterclaim, the Defendant states that in addition to the Limulunga-Senanga Road contract referred to in the Plaintiff's Statement of Claim, it awarded the Plaintiff another Contract for the Sitoti-Shang'ombo Road, between April and September, 1993 and advanced it a sum of K600,000,000.00. The Plaintiff terminated the contract in February, 1995, due to the Defendant's non-payment of K120,242,617.00 on Certificate No. 12. The Defendant states that at the time of termination of the contract, the Plaintiff lodged a claim of K872,000,000.00 for damages due to change in scope of the contract; demobilization costs; and loss of profit.

The Defendant avers that at a series of meetings held in November, 2002, it was agreed that the outstanding amount due and payable to the Plaintiff in relation to the Sitoti-Shang'ombo Road Contract was K1,545,320.00 as at May, 1995. Further, that it

was agreed by the Parties that the principle sum would attract interest at the annual average Bank of Zambia rate for the period April, 1995 to May, 2002.

The Defendant avers that its total indebtedness to the Plaintiff in relation to both the Limulunga-Senanga Road Contract and the Sitoti-Shang'ombo Road Contract was K6,046,369,368.29 as at June, 2002. On 17th April, 2002, the Defendant avers that it paid the Plaintiff K5,000,000,000.00 in relation to the two contracts, another K2,700,000,000.00 on 21st May, 2002 and a further K2,300,000,000.00 on 11th June, 2002. Altogether, the Defendant paid the Plaintiff a total sum of K10,000,000,000.00 against its total indebtedness of K6,046,369,368.29, resulting in an overpayment of K3,953,650,631.71.

The Defendant counterclaims:

- a) *Refund of the sum of K3,953,650,631.71 billion kwacha being an amount overpaid to the Plaintiff between April and June, 2002 when making payments towards the balance due and owed to the Plaintiff in relation to the works undertaken by the Plaintiff on the Limulunga-Senanga Road and the Sitoti-Shang'ombo Road;*
- b) *Interest on the sum counterclaimed;*
- c) *Costs; and*
- d) *Any other relief the Court may deem appropriate.*

At trial, the Plaintiff's only witness **Mark Greg Burton**, its Managing Director, testified as **PW1**. His evidence was that the Plaintiff's claim was based on a contract awarded to it by the Ministry of Works and Supply in July, 1977. He stated that the Plaintiff Company successfully completed the works in December, 1984. Part of the contract sum was an entitlement to a repatriation of 23% of the value in foreign currency. The entitlement implied that it would be paid on the interim and final payments in foreign exchange.

According to PW1, two payments were made after the completion of the contract, one by the Bank of Zambia and another by NORAD, but did not fulfill the contract sum and left a balance of about US18 million dollars in 1986. This amount subsequently reduced to US10.7 million dollars after the stated partial payments.

At pages 1-125 of the Plaintiff's Bundle, PW1 referred the Court to the Contract and the provision of the 23% foreign exchange component. PW1 testified that A.G Burton, now deceased and then Managing Director of the Plaintiff Company wrote a letter to then Director of Roads, Ministry of Works and Supply, in which

he raised concern over the non-payment of the 23% foreign exchange entitlement described in the schedule at page 204 of the Plaintiff's Bundle. The Director of Roads at the time admitted the Defendant's indebtedness.

PW1 testified that the Consulting Engineers certified that the Plaintiff Company's had successfully completed the road works. Despite several reminders, the Defendant remained indebted to the Plaintiff. The debt was equally acknowledged by then Permanent Secretary at the Ministry of Works and Supply, and the Minister of Finance.

PW1 testified that the Bank of Zambia Governor was informed of the Defendant indebtedness to the Plaintiff Company. According to PW1, the Defendant has not paid the principal sum of US10 million dollars, which was due in 1986 and the simple interest calculated thereon at 1.45% per month.

PW1 testified that in 2002, the Ministry of Finance on behalf of the Defendant paid the Plaintiff three installments of K10 billion

equivalent to US\$2,000,000 million dollars in reduction of the debt owed and which stood at US\$38 million with accrued interest.

PW1 further testified that the Plaintiff Company entered into an agreement with the Provincial Roads Engineer based in Mongu on the Sitoti-Shang'ombo Road to rehabilitate some equipment in his yard, which other than one piece of equipment was in complete disrepair. The agreement was that the Plaintiff would repair all the equipment, and to use it on a very difficult contract, and return it in good working order. According to PW1, the agreement was executed and the equipment repaired as stated at page 193 of the Plaintiff's Bundle.

In **cross-examination**, PW1 testified that the contract sum was K22,000,000 million and that the 23% foreign exchange entitlement was premised on the value of the contract after the interim and final payments. PW1 stated that if the money was paid on time, only US4.4 million dollars, would have been due. However, since there were a number of delays and penalties on the contract, the Plaintiff applied simple interest after 1986.

It was PW1's evidence that the foreign exchange component on the contract was 10.7 million dollars at the end of 1986, after the Bank of Zambia and NORAD payments. PW1 testified that K18,059,441, was equivalent to US\$10,564,855 and that the contract period was two years but took longer due to continuous stoppages of the works on account of late payments from the Ministry of Works and Supply. PW1 did not know the percentage applied as penalties.

It was PW1's evidence that the 2002 payments were made by the Defendant after twenty years of asking and coincided with the Government's agricultural project taken on by the Plaintiff, commonly known as the "Winter Maize project."

In that arrangement the Plaintiff Company asked the Government to provide funds against the original debt of US10.7 million dollars. He added that the Government obliged and released three payments totaling K10,000,000,000 billion in 2002. PW1 asserted that after the payments, the debt reduced to US38 million dollars, representing US10.7 million dollars as the principal sum

and accrued interest. It was PW1's evidence that the payment did not include the Sitoti-Shang'ombo Road.

In **re-examination**, PW1 testified that he was not aware of the documents regarding the US\$435,000.00 foreign exchange variation, the minutes nor resolutions of the meetings referred to in the Defence. He maintained that the Plaintiff Company was entitled to US\$10,743,414.

The Defendant called one witness, **Joel Mwanza Ukwimi** Deputy Accountant General who testified as **DW1**. His evidence was that he was Chief Accountant at the Ministry of Works and Supply in 2002. The Ministry received a letter from State House, which instructed it to settle the Plaintiff's claim in this matter through the Winter Maize project. DW1 testified that the Treasury met the parties and after a reconciliation, the Plaintiff' Company was paid K5,000,000,000 billion in 2002. This was however done before the final reconciliation of the Plaintiff's claim.

According to DW1, prior to June 2002, the money due to the Plaintiff was calculated on the basis of the consolidated debts owed

by the Defendant on the Limulunga-Senanga and Sitoti-Shang'ombo Roads. DW1 testified that the Defendant's indebtedness after the calculation revealed that the Plaintiff was owed K4,893,750.00 on the first road and K1,152,169,368.29 on the second. The total amount due was K6,046,369,368.29.

DW1 testified that the Plaintiff was paid K5,000,000,000 billion, K6,000,000,000 billion and K2,300,000,000 billion according to the general payment authorization forms in the Defendant's Bundle. In total K10,000,000,000 billion was paid by the Defendant against its indebtedness of K6,046,369,368.29, resulting in an overpayment of K3,953,650,631.71. DW1 also stated that the Auditor General confirmed the overpayment made to the Plaintiff Company.

DW1 testified that there was a reconciliation meeting held between Government officials and Mr. and Mrs. Burton, and their staff at which the money owed to the Plaintiff was discussed and agreed by the parties.

In **cross-examination**, DW1 stated that he was not aware of the old correspondence regarding the Plaintiff's claim, which dated back to 1984. He was also not aware that there was other correspondence prior to the reconciliation meeting. He was equally not aware of the letter written by Mr. T. Ngoma, then Director of Roads, in which, the Government admitted that it owed the Plaintiff US10.7 million dollars.

DW1 testified that the notes written by Mr. M. Lukwasa to the Minister of Finance on the reconciliation meeting were internal and not copied to the Plaintiff. DW1 testified that he had neither seen the minutes of 8th November, 2002, nor the resolution of the meeting. He added that the Auditor General's letter was not copied to the Plaintiff.

DW1 went on to state that the reconciliation showing the negative breakdown of K3,500,000,000 billion owed to the Government was not before Court. He added that the Defendant had abandoned its claim on the hire of Government plant and machinery. DW1 stated with regard to page 7 of the Defendant's Bundle, that the parties did not sign a settlement.

In **re-examination**, DW1 told the Court that the money due to the Plaintiff on the contracted roads was K6,100,000,000 billion.

Learned State Counsels for the Plaintiff and Learned Counsel for the Defendant filed written submissions for which I am very grateful.

On behalf of the Plaintiff, the Learned State Counsels submitted that the Plaintiff's evidence supported the case to a degree of cogency required for a decision to be made in its favour. They called in aid the case of **Evergoinvest Limited and Another v Bank of Zambia and Another**¹, where the Supreme Court cited the case of *Milner v Minister of Pensions* at page 374 as follows:

"That degree is well settled. It must carry a reasonable degree of probability, but not so high as is required in a criminal case. If the evidence is such that the tribunal can say: 'We think it more probable than not,' the burden is discharged, but, if the probabilities are equal, it is not."

The Learned State Counsels submitted that the Plaintiff was owed US\$10,743,414.00 after the payments made by the Defendant and NORAD in 1985. The debt was admitted in writing by two Permanent Secretaries of the Ministry of Works and Supply. They contended that the Defendant's witness failed to demonstrate how

the amount owed to the Plaintiff reduced from over US\$18,000,000.00 to US\$435,000.00. They added that the Defendant also failed to demonstrate how much was paid, in what currency and if in foreign currency, at what exchange rate, to reduce the Defendant's indebtedness to the extent claimed.

In addition, the Learned State Counsels contended that if there were documents to support the reduction of the debt, the same should have been produced in Court. They submitted that the Plaintiff was not privy to the written records of the alleged meetings. They argued that the Defendant's averment that the Plaintiff had agreed to the outstanding post-1985 debt of US\$435,000.00 and interest at 10% per annum had no basis. They prayed for the reliefs set out in the Plaintiff's claim and costs.

In response, Learned Counsel for the Defendant submitted that according to the Plaintiff's witness, the 23% foreign component was US\$5,210,206.73 at the date of the contract. He argued that if that was the case, then the escalation of the foreign component from that amount to US\$10,743,414.00 in 1986, had no basis.

Counsel submitted that the Plaintiff was paid US\$5,378,448.00 and US\$2,304,605.00 by the Bank of Zambia and NORAD in 1986. On that account, Counsel submitted that the later payments made by the Defendant settled the debt. He argued that after 1986 payments, the only amount that remained outstanding was US\$435,000.00, which resulted from the exchange rate fluctuations from 1977 to 2002.

Counsel submitted that the penalties imposed on late payments were neither pleaded nor expressly provided for by the Contract. Counsel further submitted that the issue of interest at 15% was never agreed by the parties and there was no term providing the same in the Contract. Further, there was no evidence adduced to support the claim of 15% interest on USD10,743,414.00.

Counsel stated that the parties through various meetings expressly agreed on interest at 10% on the remainder of the unpaid amount. Thus, the amount due to the Plaintiff was USD1,087,500.00 (ZMK6,046,369,368.29) as of June 2002, which

monies were paid with the outstanding bill on Sitoti-Shang'ombo Road.

To fortify his submissions, Counsel cited the Learned Authors on **Chitty on Contracts Volume 1 General Principles (2008)**, where they state that:

"Parties to a contract may effect a variation by modifying or altering its terms by mutual agreement. A mere unilateral notification by one party to the other in the absence of any agreement does not constitute a variation of contract."

Counsel submitted that 15% interest on a dollar claim was excessive and referred me to the case of **The Attorney General, Development Bank of Zambia v Gershom Moses Burton Mumba²** in which the Supreme Court held that:

"There was no clerical error in the award of 3% interest on the dollar component of the damages and that interest on foreign currency is generally low."

Counsel prayed to the Court to dismiss the Plaintiff's claim and to award the Defendant costs. He also prayed for the award of K3,953,650,631.71 stated in the counterclaim.

I have anxiously considered the pleadings, evidence adduced

and the written submissions filed herein. The facts of this case are substantially not in dispute and can be easily gleaned from the earlier part of the judgment. I will not restate them for the sake of brevity.

In my considered view, the issue that arises for determination is whether the Defendant owes the Plaintiff US\$50,070,617.44 arising from the foreign component on the 1977 Contract for the construction of the Limulunga-Senanga Road.

PW1 testified that the Defendant never paid the foreign component of the Contract. There were various exchanges between the parties where the Defendant admitted the debt. Subsequent payments were made to reduce the debt but not to the satisfaction of the full amount due to the Plaintiff. PW1 testified also that the former Permanent Secretaries of the Ministry of Works and Supply confirmed that the debt was never settled.

On the other hand, DW1 testified that the foreign component of the Contract, which was equivalent to the Kwacha stated at US\$5,210,206.73 was paid off through the Bank of Zambia and

NORAD payments. The only amount due after 1986, was US\$435,000, which arose from the United States Dollar – Kwacha exchange variations between 1977 and 2002.

The express terms of Contract relevant to this dispute read as follows:

“(a).....

(b) Twenty three percentum (23%) of the value of all interim and final payment Certificates paid 60 days after Certification by the Engineers and an amount not exceeding the equivalent of K4,000,000.00 in respect of the external funding of imported mechanical plant paid on the acceptance of the performance bond, and repayable by the deduction in local currency in twenty four equal installments after the sixth month of the contract period.

(c) We initially require these monies to be available in United States Dollars (US\$) but reserve the right to require a different currency up to a maximum of fifty percentum (50%) of the total amount.

(d) The K4,000,000.00 represents the net cost of the Plant paid direct to the agents on a cash basis in Lusaka. Should export credits and other methods of financing be made available by these suppliers then the cost of this finance will be added to our quotation.”

The Learned Authors of **Chitty on Contracts, Volume 1** at paragraph 772 state that:

“Where the agreement of the parties has been reduced into writing and the document containing the agreement has been signed by one or both of them, it is well established that the parties signing will be bound by the terms of the written agreement whether or not he has read them or whether or not he is ignorant of their precise legal meaning.”

In the case of **Colgate Palmolive (Z) Inc. v Shemu and Others**³, the Supreme Court cited with approval the case of *Printing*

and Numerical Registering Company v Simpson (1875) (L.R. 19 E.Q.

462 where it was held that:

“If there is one thing more than another which public policy requires it is that men of full age and competent understanding shall have the utmost liberty in contracting and that their contract when entered into freely and voluntarily shall be enforced by Courts of justice.”

In the case of **Robson Sikombe v Access Bank Zambia Limited⁴**, the Supreme Court stated inter alia that:

“...The law is trite that a party is bound by the terms of an agreement that he voluntarily enters into. We do not wish to undertake the difficult task of explaining very elementary principles of the law of contract in this regard...”

From the cited authorities, it is trite that parties to a Contract are primarily bound by the express terms. In casu, the express terms provided the Plaintiff a repatriation of 23% of the value of the Contract in foreign currency. From the evidence adduced it is apparent that the Defendant never paid the foreign component. In fact, the letter written by the former Director of Roads Mr. T. Ngoma, confirmed the debt owed by the Defendant to the Plaintiff. The letter is reproduced hereunder:

“18th December, 1985

Lendor & Burton Construction Ltd.

P O Box 31344
Malambo Road
LUSAKA

LIMULUNGA-SENGANGA ROAD: CONTRACT CE/1/77 FOREIGN EXCHANGE ENTITLEMENT

We refer to your letter No. AGB/TGJ/968 dated 5th November, 1985.

We do understand your entitlement in foreign exchange and that it is due to yourselves in accordance with the contract. As payment to yourselves of the outstanding amount in foreign exchange depends on the availability of such foreign exchange, we find it difficult to make any comments as to when such money can be paid to you.

We examined the schedule attached to your letter indicating the foreign exchange involved and we would appreciate any proposal you wish to make which can facilitate discharging this indebtedness.

T. Ngoma
DIRECTOR OF ROADS

cc: John Burrow & Partners
LUSAKA

In my considered view, there was no evidence adduced by the Defendant to show that it paid the Plaintiff US\$10,743,414. I am fortified to assert so the letter written by then Permanent Secretary dated 11th August, 1986, which is reproduced herebelow:

"11th August, 1986

The Governor
Bank of Zambia
P O Box 30080
LUSAKA

LIMULUNGA/SENGANGA ROAD: CONT.CE/1/77

I would like to confirm that Lendor & Burton Construction Limited undertook the construction of the above road which they completed in December, 1985 to the

satisfaction of my Ministry. All the Contractor's accounts have been certified for payment by both the Engineer and the employer.

In terms of the contract, the Contractor is entitled to 23.5% of the monthly certified value of completed work to be paid within 60 days of certification by the Engineer. Due to lack of foreign exchange, payment has accumulated to US\$10,743,414 over a contract period of seven (7) years.

I do recommend your consideration to make the money they have requested available to them. I have been advised that they would like to invest the money in another project in the country.

George M. Pelekamoyo
Permanent Secretary
MINISTRY OF WORKS AND SUPPLY

DW1 suggested that the amount due to the Plaintiff in 1986 was US\$5,210,206.73, which moved horizontally with what would have been the contract price in 1977. However, he did not demonstrate in evidence if the United States Dollar - Kwacha exchange rate remained constant from 1977 to 1986.

Further, DW1's evidence failed to demonstrate how the post-1985 outstanding debt of US\$10,743,414.00 reduced to US\$435,000.00. In addition DW1 did not demonstrate sufficient knowledge of the Plaintiff's claims, when by his own admission, he testified that he was not aware of the old correspondence predating to 1985, in which the Defendant accepted liability on the basis of

the Plaintiff's schedule settling the exchange rates that were applicable at the material time.

In the case of **Nsama and Others v Zambia Telecommunications Company Limited⁵**, the Supreme Court held that:

"This Court would be very slow to read in implied terms into an employment contract, or indeed any other contract, that parties make for themselves especially where the terms are unambiguous..... The Court will not even improve the contract which the parties have made for themselves, however desirable the improvement might be. The Court's function is to interpret and apply the contract which the parties have made for themselves. If the express terms are perfectly clear and free for ambiguity, there is no choice to be made between different possible meanings: the clear terms must be applied even if the Court thinks some other terms would have been more suitable."

I find it safe to conclude that the Plaintiff was entitled to a foreign payment of 23% on all interim and final payment certificates, which remains outstanding. Accordingly, I enter judgment in favour of the Plaintiff in the sum of US\$10.743,414.

After carefully analyzing the Contract, I find that it did not provide for interest. In consequence, the claim of 15% interest on the Contract has no merit. I am however mindful that the Plaintiff has been kept out of its money since 1986. This being a dollar

claim, the rate at which interest will be awarded is generally low as opposed to a Kwacha claim. Interest is accordingly awarded to the Plaintiff from the date of the debt to the date of final payment at an annual rate of 5%. PW1's evidence was that the Contract provided for penalties. I have carefully considered the Contract and find that there was no provision for penalties.

For the avoidance of doubt, I award the Plaintiff US\$10,743,414 and interest thereon at 5% per annum from the date of debt to the date of final payment.

Costs shall abide the event to be taxed in default of agreement.

Leave to appeal is granted.

Dated this 19th day of July, 2017.

M. Mapani-Kawimbe

M. Mapani-Kawimbe
HIGH COURT JUDGE