

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

2015/HPC/0247



BETWEEN:

PH YANGAILO & COMPANY (Suing as a Firm)

PLAINTIFF

AND

STEAK RANCH LIMITED

1ST DEFENDANT

NICK MOYO

2ND DEFENDANT

Before the Honourable Mr. Justice W. S. Mweemba in Chambers at Lusaka.

For the Plaintiff:

Mr. C. K. Bwalya – Messrs D.H. Kemp & Company

For the Defendants:

Mr. B. Mosha- Messrs Mosha & Company.

JUDGMENT

LEGISLATION & OTHER WORKS REFERRED TO:

- 1. S.I No. 9 of 2001, the Legal Practitioners (Costs) Order, 2001.**
- 2. Halsbury's Laws of England 4th Edition, 2003 Reissue Volume 6, par 1.**
- 3. Jack Beatson. Ansons Law of Contract (28th Ed Oxford University Press: London, 2002).**
- 4. Chitty & Beale. Chitty on Contracts (29th Ed Sweet & Maxwell: London 2004).**
- 5. Second Schedule, Supreme Court of Zambia Act Chapter 25 of the Laws of Zambia.**

CASES REFERRED TO:

- 1. *Indeco Estates Development Company Limited V Marshall Chambers (2002) ZR 16.***
- 2. *Holmes v Buildwell Construction Company Limited (1973) ZR 97.***
- 3. *Masauso Zulu V Avondale Housing Project Limited (1982) Z.R 172.***
- 4. *Mohamed V Attorney General (1982) ZR 49.***
- 5. *Cavmont Capital Holdings Plc V Lewis Nathan Advocates (Suing as a Firm) SCZ Judgment No. 06 of 2016 (Appeal No. 159/2014).***
- 6. *William David Carlisle Wise V Hervey Limited (1985) ZR 179.***
- 7. *Majory Mambwe Masiye V Cosmas Phiri (2008) ZR 56.***

By Writ of Summons taken out on 4th June, 2015, the Plaintiff is claiming the following:-

- (i) The sum of K254,185.00 being outstanding legal fees due to the Plaintiff from the Defendants;
- (ii) Interest on monies due as allowed under the law, and
- (iii) Costs of and incidental to this action.

According to the Statement of Claim, at the instance of the 2nd Defendant, the 1st Defendant sought legal services from the Plaintiff relating to two matters involving the 1st Defendant and Manda Hill Centre Limited, under Cause No. 2011/HP/0325 and the 1st Defendant and Steak Ranches International BV, under Cause No.2011/HPC/0183.

It is stated that the Plaintiff accepted to render the legal services, sought by the 1st Defendant related to the 1st Defendant's said two cases on the undertaking of the 2nd Defendant that all legal bills that would be incurred would be settled without difficulties because it was the 2nd Defendant that was known to the Plaintiff, rather than the 1st Defendant.

In consideration of the undertaking made by the 2nd Defendant to the Plaintiff, after considerable and successful work undertaken by the Plaintiff, on behalf of the 1st Defendant, in relation to the case involving Manda Hill Centre Limited, under Cause No. 2011/HP/0325, whereby the tenancy of the 1st Defendant

