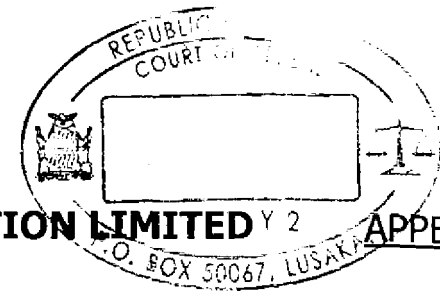
IN THE COURT OF APPEAL OF ZAMBIA
HOLDEN AT KABWE
(Civil Jurisdiction)

APPEAL Nº 36/2020



BETWEEN:

NATIONAL MILLING CORPORATION LIMITED APPELLANT

AND

MACADAMS BAKERY LIMITED RESPONDENT

CORAM: **Chashi, Lengalenga** and **Ngulube, JJA**
On 14th October, 2020 and 22nd October, 2020.

For the Appellant: Mrs. N. Simachela – Messrs Nchito and Nchito

For the Respondent: Mr. M. Musukwa – Messrs Andrew Musukwa & Company

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J U D G M E N T

LENGALENGA, JA delivered the Judgment of the Court.

Cases referred to:

1. **HENDERSON v HENDERSON (1843) 3 HARE 100**
2. **BANK OF ZAMBIA v JONAS TEMBO & ORS (2002) ZR 103**
3. **HUSSEIN SAFIEDDINE v COMMISSIONER OF LANDS & ORS – SCZ APPEAL Nº 142/2013**

4. **BP ZAMBIA PLC v INTERLAND MOTORS LTD (2001) ZR 37**
5. **JONES v BELLGROVE PROPERTIES (1949) 1 ALL ER 498**
6. **ANZ GRINDLAYS BANK (ZAMBIA) LTD v CHRISPIN KAONA (1995 – 97) ZR 85**

Legislation referred to:

1. **THE RULES OF THE SUPREME COURT, 1999 EDITION**
2. **THE LAW REFORM (LIMITATION OF ACTIONS), CHAPTER 72 OF THE LAWS OF ZAMBIA**
3. **THE LIMITATION ACT, 1939 (UK)**

Other works and materials referred to:

1. **HALSBURY'S LAWS OF ENGLAND, Third Edition, Volume 24**
2. **HALSBURY'S LAWS OF ENGLAND, Fourth Edition, Volume 16**
3. **ANDREW McGEE IN LIMITATION PERIODS, Third Edition**

1.0 INTRODUCTION

1.1 This appeal arises from the High Court ruling delivered on 31st December, 2019 by Hon. Justice Irene Zeko Mbewe.

2.0 BACKGROUND TO THE APPEAL

2.1 The background to this appeal is that on 8th October, 2018, the Respondent commenced an action against the Appellant by way of Writ of Summons under cause number 2018/HPC/0417, seeking the following reliefs:

(i) Money for transport services rendered to the Defendant (Appellant) in the sum of K183 245.00.

(ii) Damages for the inconvenience and loss of business.

(iii) Interest; and

(iv) Any other relief the Court deems fit.

(v) Costs.

2.2 The said Writ of Summons was later replaced by an Amended Writ of Summons filed on 4th March, 2019, by which the Appellant's name was amended from **"Company"** to **"Corporation"** whilst the reliefs sought remained the same.

2.3 Soon after that, the Appellant on 7th March, 2019 entered Conditional Appearance to the Respondent's Amended Writ of Summons. Thereafter, on 19th March, 2019, the Appellant filed a Summons to dismiss action for abuse of court process pursuant to Order 18, Rule 19(d) of the Rules of the Supreme Court, 1999 Edition. According to the affidavit in support of summons filed into Court, the Appellant's application was premised on its contention that the Respondent could have had its claim against the Appellant heard and determined under

an action that was previously commenced by the Appellant under cause number 2008/HPC/0402 on 8th October, 2008 by which it was seeking payment of K2 480 379.83 (rebased) for flour supplied to the Respondent. In that earlier action, in a judgment rendered on 1st February, 2010, the parties were directed to file an agreed reconciled statement of account but they failed to reach a consensus. Consequently, an assessment was done by the learned Deputy Registrar by which the Appellant was found to be indebted to the Respondent in the sum of K601 321.54 (rebased). Dissatisfied with that finding, the Appellant appealed to the Supreme Court which upheld the Deputy Registrar's judgment on assessment.

2.4 It was further contended on behalf of the Appellant that all the issues between the parties were previously adjudicated upon and that it was an abuse of court process for the Respondent to seek to re-litigate the same issues that were dealt with in the previous proceedings or that should have been dealt with in the previous litigation. It was, therefore, further contended that the Respondent's claim that arose in 2012 is statute-barred.

2.5 The Respondent opposed the Appellant's application to have its action dismissed for being an abuse of court process and argued that its action arose from separate transactions that were entered into after the commencement of proceedings under cause number 2008/HPC/0402. It was contended on behalf of the Respondent that while the earlier matter was being adjudicated upon, the Appellant continued hiring the Respondent's transport services until July, 2012. The Respondent explained that the reconciliation of accounts at assessment under cause number 2008/HPC/0402 only accounted for the period up to February, 2011 when it made its application for assessment but it stated that it could not consolidate the period March 2011 to July 2012.

2.6 It was argued on behalf of the Respondent that the action under cause number 2018/HPC/0417 was not statute-barred based on the Appellant's acknowledgment of debt and reliance was placed on section 2 and 23(4) of the Limitation Act, 1939. It was further argued that the Respondent's right to claim accrued on 8th October, 2012 the date of the Appellant's acknowledgment of debt, and it was

thus contended that the matter was commenced within the limitation period.

3.0 DECISION BY THE COURT BELOW

3.1 After considering the Appellant's application, affidavit evidence, skeleton arguments and oral submissions by Counsel, the honourable Judge first noted that the summons for assessment that was filed into Court on 16th March, 2011 was only heard on 20th June, 2012 and 8th August, 2012, respectively. She further observed that during the said proceedings, the learned Deputy Registrar's attention was drawn to the fact that the Appellant had continued using the Respondent's transport services. She also noted that the assessment involved a reconciliation of statement of accounts for the period ending 30th September, 2011 which included the use of transport services by the Appellant up to 30th September, 2011. The Hon. Judge, therefore, found that the Respondent's claim that the judgment on assessment was only for the period up to February, 2011 was unfounded as the documentary evidence was to the contrary.

3.2 Therefore, upon applying principles espoused in the English case of **HENDERSON v HENDERSON**[1] and the Zambian Supreme Court case of **BANK OF ZAMBIA v JONAS TEMBO & ORS**[2] on the doctrine of *res judicata,* the Hon. Judge in the Court below concluded that whilst the evidence on record revealed that the claim under cause number 2008/HPC/0402 was limited to events ending February 2011, the reconciled statement of account included transactions up to September, 2011.

3.3 She was, therefore, of the view that the Respondent's claim should be from October, 2011 to July, 2012 as opposed to it being from March, 2011 as the period February, 2011 to September, 2011 was litigated upon and is *res judicata.* She further observed that the fate of the Respondent's claim for the period October, 2011 to July, 2012 would be dependant on whether or not the rest of the Respondent's claim was statute-barred.

3.4 With regard to the issue of whether the said claim was statute-barred or not, the learned trial Judge considered the provisions of section 2(1)(a) of the Law Reform (Limitation of Actions) Act, Chapter 72 of the Laws of Zambia and sections 4 and 23(4) of the Limitation Act,

1939 (UK). She found that the Respondent's claim is founded on contract and based on transport services allegedly rendered to the Appellant by the Respondent. She observed that in terms of section 4 of the Limitation Act 1939, the Respondent should have commenced its action within six (6) years from the date when the cause of action arose. She also noted that the Respondent sought to rely on the Appellant's acknowledgment of debt dated 8th October, 2012 as having extended the limitation period in accordance with the exceptions under section 23(4) of the Limitation Act, 1939 (UK) which provides that:

> **"Where any right of action has accrued to recover any debt or other liquidated pecuniary claim, or any claim to the personal estate of a deceased person or to any share or interest therein, and the person liable or accountable therefore acknowledges the claim or makes any payment in respect thereof, the right shall be deemed to have accrued on and not before the date of acknowledgment or the last payment."**

3.5 Based on the foregoing cited provision, the learned trial Judge proceeded to consider the issue raised by Counsel for the Appellant that the alleged acknowledgment of debt exhibited as **"LZP1"** could not be deemed to be such, as it did not satisfy the

test since it was not signed by the Appellant. She accepted that the document on record was not signed but found that it was sufficient acknowledgment of the existence of a debt as it was delivered by the Appellant to the Respondent. She further observed that the said document was in fact used during assessment.

3.6 From that evidence she concluded that the reconciliation statement dated 8th October, 2012 issued by the Appellant amounted to an acknowledgment of debt and that the Respondent's right to claim accrued on 8th October, 2012. The learned trial Judge further relied on section 2 of the Interpretation and General Provisions Act, Chapter 2 of the Laws of Zambia, for computation of time. The said provision states that time is calculated from the time of doing any act or thing exclusive of the day on which the event occurs.

3.7 In applying that provision to the facts of this case, she reasoned that as the reconciliation is dated 8th October, 2012, the Respondent's action was filed within the prescribed period and is, therefore, not statute-barred. She concluded by finding that the

Respondent was not precluded from pursuing any of its claims that were not litigated upon.

4.0 GROUNDS OF APPEAL

4.1 Dissatisfied with Hon. Justice Irene Zeko Mbewe's ruling, the Appellant appealed to this Court and advanced the following grounds of appeal:

1. **The Court below erred in law and in fact when it found that the plea of *res judicata* applied only to a limited number of transactions without due regard to its application to piece meal litigation and/or a previous action between the same parties on the same issue.**

2. **The Court below erred in law and in fact when it found that the Respondent's claim was not statute-barred because there was an acknowledgment of the debt by the Appellant, which document did not meet the requirements of the Limitation Act, 1939.**

5.0 THE APPELLANT'S ARGUMENTS IN SUPPORT OF THE APPEAL

5.1 Appellant's Counsel, Mrs. N. Simachela relied on the filed heads of argument and augmented orally.

5.2 With regard to ground one, the Appellant challenges a portion of the ruling by the Court below in which it found that the Respondent's plea was *res judicata* when the learned trial Judge stated that:

> **"In essence, the Plaintiff's claim herein should be from the period October, 2011 to July, 2012 as opposed to claiming from March, 2011. In so far as the period February, 2011 to September, 2011 goes, I find the matter was litigated and to that extent is *res judicata*."**

5.3 It was argued that by drawing a distinction between the transaction dates in issue and finding that only the claim for the period February 2011 to September, 2011 was *res judicata*, the Court below fell in error because *res judicata* as a defence, applies to all the reliefs that could have been obtained in the previous action between the same parties thus preventing re-litigation between the same parties on the same issues which could have been claimed in previous proceedings. The Appellant's argument was that the doctrine of *res judicata* is a complete defence and therefore covered all transactions up to July, 2012. To support this argument, reliance was placed on the case of

HUSSEIN SAFIEDDINE v COMMISSIONER OF LANDS & ORS[3]

where the Supreme Court held that:

> **"..... *Res judicata* is not only confined to similarity or otherwise, of the claims in the first case and the second one. It extends to the opportunity to claim matters which existed at the time of instituting the 1st action and giving judgment....."**

5.4 It was further argued that the Respondent had the opportunity to recover what it seeks to recover under cause number 2018/HPC/0417 in its earlier proceedings under cause number 2008/HPC/0402 where the amounts owed as a result of the transport arrangements between the parties were assessed on 20th June, 2012. It is further contended that the Respondent having neglected to present its claim of the transport charges in June, 2012 and opting to re-litigate the same issues in an action brought in October, 2018 the Appellant can successfully raise the defence of *res judicata* so as to prevent re-litigation and abuse of court process.

5.5 To fortify the Appellant's argument, Mrs. Simachela called in aid the case of **BP ZAMBIA PLC v INTERLAND MOTORS LTD**[4] where the Supreme Court guided that:

> **"In terms of the section and in conformity with the court's inherent power to prevent abuses of its processes, a party in dispute with another over a particular subject, should not be allowed to deploy his grievances piecemeal in scattered litigation and keep on hauling the same opponent over the same matter before various courts....."**

5.6 It was further submitted that the present case was a classic case of re-litigation and that the defence of *res judicata* should succeed as

the Respondent slept on its rights by neglecting to bring its claims under the previous action. She prayed that ground one succeeds.

5.7 With regard to ground two, the finding of the Court below on the issue of the Respondent's claim not being statute-barred based on an acknowledgment of debt that was not signed, is challenged as being made on a misapprehension of facts and the law. It is further contended that the document exhibited as an acknowledgment of debt was not actually an acknowledgment as it did not meet the requirements under the provisions of the Limitation Act, 1939, particularly section 23(4) which provides that:

> **"(1) Every such acknowledgment as is mentioned in section 22 shall be in writing and signed by the person making the acknowledgment.**
>
> **(2) Any such acknowledgment or payment as mentioned in section 22 may be made by the agent of the person by whom it is required to be made to the person, whose title or claim is being acknowledged or, as the case may be, in respect of whose claim the payment is being made."**

5.8 It was submitted that the Limitation Act provides for two requirements for acknowledgment of debt to be met. Firstly, that it must be in writing and secondly that it must be signed by the person

acknowledging the debt. Counsel for the Appellant submitted that whilst the learned trial Judge noted that it was in writing but that it was not signed, she found that it was sufficient acknowledgment. It is contended that, therefore, the finding was made on a misapprehension of the law.

5.9 On the question of the form of acknowledgment, she relied on the **HALSBURY'S LAWS OF ENGLAND, Third Edition, Volume 24,** paragraph 593 at pages 299 to 300 where the learned authors state that:

> **"In judging whether a document is a sufficient acknowledgment, the court will look at the circumstances in which it was written, and it will construe it in the way in which the writer intended it to be construed by the person whom it is addressed."**

5.10 It was submitted that with the guidance in the cited authority, the document in issue was not sufficient acknowledgment of debt as contemplated by section 23(4) of the Limitation Act. It was further submitted that consequently, the Respondent's claim against the Appellant was statute-barred and that ground two should be allowed. Counsel for the Appellant, therefore, prayed that the appeal succeeds.

6.0 RESPONDENT'S ARGUMENTS IN OPPOSITION TO THE APPEAL

6.1 Counsel for the Respondent relied on the Respondent's filed heads of argument and also augmented.

6.2 In response to ground one, Mr. Musukwa submitted that the Court below was on firm ground in holding that the Respondent's claim should be from October, 2011 to July, 2012 as opposed to it being from March, 2011. To support this argument, reliance was placed on the reference to *res judicata* by the learned authors in **HALSBURY'S LAWS OF ENGLAND, Fourth Edition, Volume 16** at page 861 where they state that:

> **"The doctrine applies to all matters which existed at the time of giving the judgment and which the party had opportunity of bringing before the court. If, however, there are matters subsequent to which could not be brought before the court at the time, the party is not estopped from raising it."**

6.3 In this regard, Counsel for the Respondent submitted that from the cited authority, it is clear that the doctrine of *res judicata* extends to the opportunity to claim matters which existed at the time of giving judgment and that in relation to the present case, the defence of *res*

judicata cannot act as a complete defence by covering all transactions up to July, 2012. It was submitted that the reason was that the transactions between the parties were separate from those under cause number 2008/HPC/0402 and that these subsequent transactions were acknowledged during the course of proceedings under the said cause as the Appellant continued to use the Respondent's transport services. It was further submitted that, therefore, that formed the subsequent contract which could not have formed part of the proceedings as it would have required constant amendment of the Respondent's affidavit in support of assessment due to the continued provision of transportation services. It was argued that it was, therefore, impractical for the Respondent to bring its claims for a separate transaction when the record of appeal shows that the statement of account dated 8th October, 2012 made by the Appellant to the Respondent shows that the transactions between the parties continued until July, 2012.

6.4 It was submitted that, therefore, the Respondent reserved its right to bring the claims under the subsequent agreement as there was no dispute as to when the sums owed to the Respondent would be paid.

It was further submitted that claims or an action should be brought where there is a dispute and in no other circumstances. Counsel for the Respondent, whilst agreeing with the principles espoused in the **SAFIEDDINE** case, distinguished it on the basis that bringing claims for transactions that are currently on-going and which are not subject to a dispute cannot and should not be brought before the courts as that is tantamount to abuse of court process. Based on that argument, it was submitted that the case of **BP ZAMBIA PLC v INTERLAND MOTORS LTD** should be distinguished from the present case.

6.5 In opposing ground two, Counsel for the Respondent submitted that the Court below was on firm ground when it held that the statement of account was indeed an acknowledgment of debt. It is contended that the said document is a clear indication of the transactions between the parties from January, 2011 to July, 2012 and that this fact was not disputed by the Appellant.

6.6 It was further submitted that in proving acknowledgment, it is not always the court's objective to dwell on the reasons why the document was generated, and that what is cardinal, is whether or

not the document was generated by the debtor and that the creditor became aware of such document proving his debt. To fortify this argument, Counsel for the Respondent relied on the case of **JONES v BELLGROVE PROPERTIES**[5], where the plaintiff became aware of the document by virtue of being a shareholder in a shareholders' meeting. The English Court made the following observation about the acknowledgment:

> **"Three points were raised. The first was that any acknowledgment to take the case out of the Statute of Limitations applicable to the bond must be in writing, and no writing was produced. We did not call upon the Counsel for the respondents to deal with that, or with the second point as to the admissibility of parol evidence of the contents of the written acknowledgment because it seemed to us quite clear that, although the statute says the acknowledgment must be in writing, you may prove the writing in any way. You may prove the existence of the writing by the ordinary law of evidence, and when the writing is lost, and the proof of the loss is satisfactory to the court, you may give secondary evidence of the contents of the lost document, just as in cases where writing is required under the Statute of Frauds you can always prove the existence of the writing by parol evidence, if proof is given of the loss of the written document."**

6.7 This Court was further referred to **ANDREW McGEE IN LIMITATION PERIODS, Third Edition** at page 304 where the learned author states that:

> **"A number of cases have considered the sufficiency as an acknowledgment of debt of a company's accounts in which the balance sheet shows the debt, often in the form of a composite item for creditors without distinguishing the particular debt owed to the plaintiff."**

6.8 With regard to the Appellant's contention that **"the Court failed to address its mind to the circumstances in which it was written and how the writer intended it to be construed,"** it was submitted on behalf of the Respondent, that the Appellant's contention is unfounded due to the fact that in the case of **JONES v BELLGROVE PROPERTIES,** the document (company accounts) that was held to acknowledge the debt of the plaintiff was generated for purposes of a shareholders meeting. It was submitted that, therefore, even though the document was generated for purposes of assessment or other reasons, the document can legally amount to an acknowledgment of debt as was held by the Court below in its ruling of 31st December, 2019.

6.9 In conclusion, Counsel for the Respondent urged this Court to dismiss ground two with costs for the reasons advanced.

7.0 THIS COURT'S CONSIDERATION OF THE APPEAL AND ITS DECISION

7.1 We have considered the grounds of appeal, arguments, authorities cited, evidence on record and ruling appealed against.

7.2 In ground one the Appellant challenges the ruling by the Court below by which it found that only the Respondent's claim for the period March, 2011 to September, 2011 is *res judicata* and that the claim from October, 2011 to July, 2012 was not litigated upon. From the Appellant's arguments we note that they are anchored on the defence of *res judicata* being a complete defence that applies to all reliefs that could have been obtained in the previous action under cause number 2008/HPC/0402 and covered all transactions up to July, 2012. The Appellant's Counsel relied on the case of **BP ZAMBIA PLC v INTERLAND MOTORS LTD** in arguing that the Respondent should not be allowed to bring its grievances piecemeal in scattered litigation.

7.3 It was argued by the Appellant that it was wrong for the Court below to draw a distinction between the transaction dates in issue and find that only the claim for the period March, 2011 to 30th September, 2011 is *res judicata.* In considering the arguments in relation to ground one, we had occasion to peruse the case of **BANK OF ZAMBIA v JONAS TEMBO & ORS** in which the Supreme Court considered the defence of *res judicata* and made reference to **HALSBURY'S LAWS OF ENGLAND, 4th Edition, Volume 16, para 1254** where the learned authors state that:

> **"In order that a defence of *res judicata* may succeed, it is necessary to show that not only the cause of the action was the same, but also that the plaintiff has had an opportunity of recovering and but (for) his own fault, might have recovered in the first action, that which (he) seeks to recover in the second. A plea of *res judicata* must show either an actual merger, or that the same point had been actually declared between the same parties where the former judgment has been for the defendant, the conditions necessary to conduct the plaintiff are not less stringent. It is not enough that the matter alleged to be concluded might have been put in issue or that the relief sought might have been claimed. It is necessary to show it was actually so put in issue or claimed."**

7.4 In following the guidance in the cited authority, we perused the learned Deputy Registrar's judgment on assessment dated 27th September, 2012 on record and note that she only dealt with matters in contention relating to the Respondent's transport charges for the period up to 30th September, 2011. The period from October, 2011 was not assessed even though the said judgment is dated 27th September, 2012.

7.5 From the judgment on assessment, it is not only evident but clear that the Respondent's claim for transport charges from the Appellant as at 30th September, 2011 was not in contention as there was no dispute. We agree with Counsel for the Respondent that claims or an action must be brought where there is a dispute and in no other circumstances. In *casu,* there is evidence that the transactions between the Appellant and the Respondent were on-going and that they were not subject to a dispute at the time of the assessment. We, therefore, find that it was not practical and lawful for the Respondent to claim for transport charges beyond 30th September, 2011 when the transport services were on-going and there was no dispute.

7.6 In the case of **ANZ GRINDLAYS BANK (ZAMBIA) LTD v CHRISPIN KAONA**[6] the Supreme Court gave guidance that:

> **"In order for a defence of *res judicata* to succeed, it is necessary to show not only that the cause of action was the same but also that the plaintiff has had no opportunity of recovering in the first action that which he hopes to recover in the second."**

7.7 Based on the Supreme Court's guidance, we find that the Respondent not having had a cause of action or dispute on the transport charges for the period from October, 2011 on which it could lawfully institute legal proceedings, even if the parties and the Respondent's claims under cause number 2008/HPC/0402 and 2018/HPC/0417 are similar in that they relate to transport charges, the Respondent's claim cannot be said to be *res judicata* and an abuse of court process as contended by the Appellant. We, therefore, find that the claim from October, 2011 to July, 2012 is not *res judicata* as the Respondent had no opportunity to recover the same in the earlier action and we, accordingly, find that the Court below was on firm ground in finding as it did.

7.8 Ground one is, therefore, devoid of merit and we dismiss it.

7.9 We turn to ground two in which the Court below is faulted for finding that the Respondent's action was not statute-barred because there was an acknowledgment of debt by the Appellant when the document was not signed. The gist of the Appellant's argument through Counsel is that the said acknowledgment of debt, the same being the reconciliation statement relied on by the Respondent does not meet the requirement set out in section 23(4)(ii) of the Limitation Act, 1939 which provides that:

> **"Every such acknowledgment as aforesaid shall be in writing and signed by the person making the acknowledgment."**

7.10 It is contended by the Appellant's Counsel that although the reconciliation statement was in writing, it was not signed by the Appellant. We noted that it was further argued that the reconciliation statement is not a sufficient acknowledgment as it was written in circumstances where the Appellant merely sought to set out the sums of money it believed were outstanding from the Respondent for purposes of the assessment under cause number 2008/HPC/0402. We, however, find the second argument to lack substance in view of the decision in **JONES v BELLGROVE**

PROPERTIES where the Court accepted a document of a company's accounts to be sufficient acknowledgment of debt.

7.11 In the present case, what is in contention according to ground two is that the acknowledgment of debt, in this case, the reconciliation statement dated 8th October, 2012 exhibited as **"LZP1"** attached to the affidavit in opposition to summons to dismiss action for abuse of court process filed on 13th May, 2019, is not signed by the Appellant contrary to the provisions of section 23(4) of the Limitation Act, 1939. We had occasion to peruse the said document at pages 87 to 88 of the record and confirmed that it was not signed. We also note from the ruling of the Court below at page 20 of the record that the learned trial Judge rightly acknowledged that it was not signed but found it to be sufficient acknowledgment of debt delivered by the Appellant to the Respondent. Her reasoning for accepting it as such merely seems to be that **"the record shows that it was in fact used during assessment."** Since the provisions of section 23(4) of the Limitation Act are clearly spelt out and set out in mandatory terms, we find that the learned trial Judge erred in law and in fact by not considering the applicable provisions of the law and thereby

misdirected herself by concluding that the Respondent's action was not statute-barred as there was an acknowledgment of debt dated 8th October, 2012 from which the cause of action accrued, thereby placing the claim within the limitation period of six years.

7.12 Since the reconciliation statement relied on as an acknowledgment of debt did not meet the threshold in section 23(4) of the Limitation Act, from the evidence on record and the ruling of the Court below, we find that the Respondent's claim for money for transport services rendered to the Appellant from October, 2011 to July, 2012 is therefore, statute-barred.

7.13 Consequently, ground two has merit and accordingly succeeds.

7.14 In conclusion, the Appellant being unsuccessful in one ground and successful in the other, each party to bear its own costs.

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J. Chashi
COURT OF APPEAL JUDGE

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F. M. Lengalenga
COURT OF APPEAL JUDGE

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P. C. M. Ngulube
COURT OF APPEAL JUDGE