IN THE HIGH COURT OF THE UNITED REPUBLIC OF TANZANIA

MOSHI DISTRICT REGISTRY

AT MOSHI

LAND APPEAL NO. 26 OF 2021

(Arising from Land Application No.218/2017, Moshi District Land and Housing Tribunal)

MOSHI MUNICIPAL COUNCIL.....APPELLANT

Versus

1. **ANNA GERALD MRUTU AND NAVONE GERALD MRUTU As Administrix of the Deceased's Estate of the late GERALD SEMSI MRUTU**
2. **CONSTANTINE TEMBA AND 17 OTHERS.....RESPONDENTS**

JUDGMENT

9/3/2022 & 29/4/2022

SIMFUKWE, J.

This appeal was preferred by the Appellant herein to challenge the entire judgment and decree of Land Application No. 218 of 2017 of Moshi District Land and Housing Tribunal. The Appellant has advanced three grounds of appeal as reproduced hereunder:

1. *That, the Tribunal Chairman erred in the evaluation of evidence on record as presented by both parties.*

2. *That, the trial Chairman erred in law in analyzing, interpreting and judging on the lease/tenancy agreement between the Appellant and Respondent.*
3. *That, the trial Chairman grossly erred in law and procedure when he allowed two respondents to represent the other 17 other respondents who had different contracts on different dispute premises.*

The gist of this appeal as captured from the records is to the effect that, the respondents herein entered into lease agreement with Moshi Municipal Council (appellant) way back in 1991. The respondents on various dates in 1991 approached the appellants by writing letters requesting place at Produce Market (*Soko Kuu*) for building commercial rooms (*vibanda vya biashara*) at their own costs. The same was granted. It was also agreed that the respondents would surrender to the appellant the said commercial rooms and plot of land after expiry of their lease agreement. That, after some years the appellant created and imposed new rents calling them different names such as ground rent, property tax, *kodi ya kibanda*, house rent and forced the respondents to pay without consulting them. In addition to that, the respondents were forced to pay ground rent (*kodi ya kiwanja*) contrary to their agreement which required them to pay land rent. The respondents wrote different letters to the appellant and higher authorities requesting them to solve the matter amicably in vain. Then, the appellant locked commercial rooms of the respondents at midnight without any legal justification. Aggrieved, the respondents successfully instituted a suit against

the appellant before Moshi District Land and Housing Tribunal praying for the judgment and decree against the respondent as follows:

i. *That, Applicants are the lawful owner of the suit premises until the expiry of 33 years.*
ii. *That, the respondent is in breach of terms and conditions of contract*
iii. *That, the condition stipulated in the lease agreement be respected and adhered by both parties.*
iv. *That the respondent to stop immediately to create, impose different new rent (sic) which are contrary to Land Act No. 4 of 1999 and the lease agreement to the respondent without giving them notice and chance (sic) to discuss about it.*
v. *That the tribunal declare that the respondent is trespasser to the applicants' property.*
vi. *An order of permanent injunction restraining the respondents, their agents and or any one acting under their instruction from further interfering the suit land.*
vii. *That the lease agreement is governed by Land Act No. 4 of 1999 and no any by- laws made shall go contrary to the principal law.*
viii. *That the lease agreement is registered under the Land Registration Act, Cap 334 whereby no any by-laws shall govern it.*
ix. *The amendment of Moshi Municipal by-laws of 2012 which imposes new rent to the applicants was contradictory to the principal law hence null and void.*

x. *The respondent shall not claim, remove, nor write or erase any mark tempering with the applicants' right of ownership until expiry of the period of 33 years as per the lease agreement.*

xi. *The unjustifiable rents imposed to the applicants which were against lease agreement to be refunded to the applicants (leases) immediately.*

xii. *That the respondent ordered to pay costs of the suit (sic)*

xiii. *General damages as may be assessed by the Honourable Tribunal*

xiv. *Any other relief(s) which the Tribunal may deem fit and just to grant.*

At the end of the trial, the tribunal decided the matter in favour of the applicants/respondents herein hence this appeal.

During the hearing of this appeal which was done orally, the appellant was represented by Ms. Leah Francis and Moses Muyungi, both learned State Attorneys, while the respondents were represented by Mr. Joseph Peter, the learned advocate.

Ms. Leah, started to submit in support of the 2nd ground of appeal that, the trial chairman erred in law in analyzing, interpreting and judging on the lease/tenancy agreement between the appellant and respondent. She categorized this ground into two issues first, it was in respect of the revision of rent and second, the type of rent to be paid by the respondents.

Starting with revision of rent, the learned State Attorney referred at page 2 of the lease agreement, in which it was agreed that the rent shall be subject to revision upon the expiration of each period of 5 years. She stated that, the said agreement was signed in 1991 at the yearly rent of Tshs 750/=

According to exhibit P3 which was tendered by PW1, the rent was revised in 1992, 1997, 2002 and 2008 respectively.

She continued to stated that, it is undisputed that the cause of action in this matter arose in 2008 up to 2017 in which parties tried to reconcile in vain. Hence, the respondents herein filed Application No. 218 of 2017. Paragraph 6 (a) (ii) and (ix) of the respondents' application to the tribunal shows clearly the cause of action and when the same arose. The amount claimed in the said application was revised in 2008, whereby it was Tshs 360,000/=. After negotiation it was agreed to be Tshs 180,000.00 pursuant to ***"Sheria Ndogo (Ada na Ushuru) (Marekebisho) za Halmashauri ya Manispaa ya Moshi za mwaka 2012."***

Also, Ms. Leah referred to page 4 paragraph 5 of the Tribunal's judgment which shows the assessors' opinions that the respondent breached the tenancy agreement by increasing the rent before the period of 5 years came to an end. The said opinions were supported by the trial Chairman as seen in paragraph 1 at page 5 of the judgment where it was stated that because the respondent increased an amount of rent that each tenant was forced to pay before a period of 5 years which is clearly provided in the tenancy agreement.

In respect of such decision, the learned State Attorney emphasized on increased amount of rent before the period of 5 years. She referred to exhibit P3 tendered by PW1 which shows the period interval when the rent was revised. She argued that, in 1991 to 1992 the rent was revised to Tsh

5,000/=. From 1997 to 2002 the rent was revised to Tshs 30,000.00 and from 2002 to 2008 it was revised to Tshs 360,000.00.

In that respect, the learned State Attorney argued that, the figure reveals that, the rent which was revised below 5 years was 1991 to 1992. Thus, it was not proper for the trial Chairman to grant the applicants' application (the respondents herein) basing on the revision of the rent done in 1992 before the period of 5 years from the date when the lease agreement was issued to the respondents, since determination of the same was time barred in the eyes of the law. It was Ms. Leah's contention that, the increased amount of rent before a period of 5 years was in 1992 and the application by the respondents was filed in 2017 which was 25 years after the rent was revised. Therefore, as per the **Law of Limitation Act, Cap 89, Cap 89 R.E 2002**, since the cause of action arose when the appellant revised the amount of rent to Tshs 180,000.00 as clearly stated in Application No. 218 of 2017, it was not proper for the trial Chairman to determine this matter basing on the revision done in 1992 which was time barred and not claimed by the respondents.

On the second issue, concerning the rent to be paid by the respondents, Ms. Leah referred to Paragraph 1 at page 3 of the lease agreement which provides for terms and conditions of the lease that: -

> *"To pay the rent hereby reserved at the times herein before mentioned and old rents and taxes which may be payable in respect of land leased during the continuance of this lease." (sic)*

Ms. Leah continued to argue that as far as rent is concerned, according to the lease agreement, there was a dispute between the appellant and the respondents as to whether the respondents being the tenants of the appellant were supposed to pay land rent or ground rent. The same was determined by the trial Chairman that ground rent should be paid by the tittle deed owner who is the appellant in this appeal. Ms. Leah, was of the view that, the rent referred in the lease agreement means ground rent and ground rent legally means regular payments made by a holder of the leasehold property to the free holder or superior lease holder as required under lease.

It was submitted further that, DW1 a principal Land Officer of the appellant testified that the respondents being tenants of the appellant were supposed to pay ground rent and not land rent because land rent is paid by a holder of right of occupancy to the central government. Ms. Leah made reference to **section 36(1) of the Land Act, Cap 113** which provides that:

> *"The holder of a right of occupancy subject to the provision of this section pay an annual rent for that right of occupancy."*

Ms. Leah thus commented that, the trial Chairman in paragraph 2 at page 5 of the judgment misdirected himself in judging that ground rent should be paid by the tittle deed owner who is the appellant instead of the same being paid by the respondents, the tenants.

The learned State Attorney further faulted the trial Chairman for failure to differentiate between land rent and ground rent. She was of the view that, land rent has to be paid by the tittle deed owner of the property, while

ground rent has to be paid by the tenant to the tittle deed owner. Thus, since, the trial Chairman erred in law in analyzing, interpreting and judging on the lease agreement between the appellant and the respondent, the learned State Attorney prayed for the appeal be allowed with costs.

Submitting on the 1st ground of appeal that the trial chairman erred in the evaluation of evidence on record as presented by both parties, Mr. Moses Muyungi the learned State Attorney said that, it is a requirement of law that evidence of both parties should be thoroughly evaluated by the decision maker in order to reach at a just decision. He thus, condemned the trial Chairman for failure to evaluate evidence which led to the decision which to their views was not correct.

Mr. Muyungi also referred to page 5 of the tribunal's judgment where the Chairman stated that:

> *"I also do find that; it was the trespass for the respondent to go and put the number on the doors of the applicants' kiosks at this time still the tenancy agreement running."*

The learned State Attorney admitted that it is true that the appellant entered at the area and wrote numbers on the shops of the respondents. However, the same was done to enable the appellant to identify his properties. It is normal practice of the Government to mark its properties for easy identification and not trespass against the respondents. In that sense they opined that the trial Chairperson did not analyze properly evidence which was before him. He further argued that the requirement of law of properly analyzing evidence was stated in the case of **Republic Vs Alphonse**

Jackson, Criminal Appeal No. 87 of 2019 High Court of Tanzania at Mbeya (unreported). He prayed that, since the Chairperson failed to properly evaluate evidence, this court should set aside the decision of the trial tribunal.

In respect of the 3rd ground of appeal, it was contended that, it is true that business premises were leased to different people and every tenant had his lease agreement. Thus, it was not proper for the Chairperson to find that all the respondents had the same agreement. Mr. Muyungi was of the view that, everyone should have sued pursuant to his/her lease agreement. In that respect, he prayed the court to quash the decision of the trial tribunal as the same was reached erroneously. They also prayed that the appeal be allowed with costs.

Opposing the appeal, the respondent's advocate submitted starting with the 2nd ground of appeal. He submitted to the effect that, the appellant's legal representative concentrated on revision of rent and types of rent. That, the Hon. Chairman failed to interprete and evaluate revision of rent. That, revision of rent was supposed to be revised after every 5 years pursuant to the lease agreement between the appellant and the respondents of 1991. Mr. Joseph concurred that in 1992 the appellant breached that lease agreement by revising rent one year after signing the said agreement while according to the lease agreement the first revision of rent ought to have been made in 1996. Also, the appellant continued to breach the contract by revising rent in 1997 for the second time, while according to the contract the second revision was supposed to be made in 2001. They continued to breach the contract in 2002 by revising the rent instead of revising it in 2006. They

kept on breaching the terms of contract by revising the rent in 2008 while according to the contract it ought to have been revised in 2011.

He argued further that, it is a cardinal principle that when there is a document it has to speak by itself, according to **sections 100 and 101 of the Law of Evidence Act.** He thus challenged the appellant's contention that the dispute arose in 2008 while parties are bound by their pleadings. He said that in the application made by the respondents before the District Land and Housing Tribunal the respondents stated that in 2016 and 2017 the appellant issued them with notice to pay rent contrary to the lease agreement which by then was Tshs 180,000/= according to "***Sheria Ndogo of 2012***"(Supra). The appellant admitted that it was after negotiation with the respondents, while they never agreed on the same. It is after recording evidence of both parties that the trial Tribunal decided that increment of rent was contrary to the lease agreement.

Challenging the contention that the application was time barred according to the **Law of Limitation Act**, Mr. Joseph invited the court to refer to **section 7 of the Law of Limitation Act,** (supra) which provides that:

> *"Where there is a continuing breach of contract or a continuing wrong independent of contract a fresh period of limitation shall begin to run at every moment of the time during which the breach or the wrong, as the case may be, continues."*

On that basis, he argued that there was continuation of breach of contract which according to the law, time start to run when they have breached the contract again. Thus, the application filed before the District Tribunal by the

respondents was filed within time and the Hon. Chairman's decision was correct according to the law.

Regarding rent to be paid by the respondents, Mr. Joseph for the respondents submitted to the effect that, the learned State attorney has referred to the lease agreement that the respondents were obliged to pay rent. That it is ground rent that was supposed to be paid by the respondents. However, the respondents complained against various rents including ground rent, kiosk rent, house rent and land rent, since the appellant was claiming various rents contrary to the contract.

Basing on the principle that parties are bound by the pleadings; it was Mr. Joseph's argument that in their Written Statements of Defense the appellant admitted at paragraph 6. The Chairman decided according to the evidence which was adduced before him. He referred at page 5 of the judgment where the Chairman stated that:

> *"Considering the opinions of the assessors, the credible evidence of the applicants, I hereby enter the verdict as follows:*
>
> - *That the application is hereby granted that the applicants should not be forced to pay tax which is not provided in the tenancy agreement."*

He argued that the above decision was reached after analyzing evidence of both parties that tenants should not be forced to pay rent contrary to the lease agreement.

The learned counsel for the respondents went on to submit that, the contracts between the appellant and the respondents are governed by the

Land Act. Mr. Joseph was of the view that, where there is a Principal Act, the by-laws cannot stand since the Principal Act, prevails the by-laws. He added that, at page 20 and 21 of the District Land and Housing Tribunal's proceedings, PW1 when cross examined said that:

"This contract is governed by the Land Law."

PW1 also admitted that it was wrong for the respondent (appellant) to claim kiosk rent. He also admitted that, it was wrong to charge the rent of Tshs 360,000/=. All that was not opposed in re-examination. Thus, the submissions of the appellant have no merit.

Submitting in respect of the 1st ground of appeal, where the learned State Attorney for the Appellant referred to page 5 of the judgment of the trial Tribunal, Mr. Joseph referred and quoted from page 21 of the tribunal's proceedings where DW1 the only witness of the appellant stated that:

> *"There is nowhere in the lease contract it (sic) shows that, the respondent had a right to put the number on the doors of the kiosks."*

He argued that, DW1 admitted that there was no clause in the lease agreement that authorized the Appellant to put the numbers in the "kiosks" of the respondents. He opined that; the trial Chairman analyzed evidence of both parties before concluding that the Appellant erred by putting numbers on the "kiosks" of the respondents. The respondents are supposed to pay land rent and not rent of every kiosk. That's what led to charging of more than one rent. Thus, he called upon the court to dismiss the first ground of appeal since the trial Chairman considered evidence of both parties.

Regarding the third ground of appeal, it was submitted that before instituting the main application before the Tribunal, they filed an application for representative suit which was not opposed by the appellant. The said application was filed under **Order 1 rule 8 of the Civil Procedure Code, R.E 2002.** He also referred to the case of **Lujuna Shubi Ballonzl Senior vs Registered Trustees of Chama Cha Mapinduzi [1996] TLR 203** in which it was held that:

> *"8 (1) Where there are numerous persons having the same interest in one suit, one or more of such persons may, with the permission of the court, sue or be sued, or may defend in such suit, on behalf of or for the benefit of all persons so interested."*

In that respect he argued that, the respondents have common interests which is revising rent contrary to the leased agreement. In addition, he stated that, DW1 admitted that the rent was uniform for each tenant. Thus, what was in dispute before the tribunal was revising rent contrary to the contract.

In conclusion, Mr. Joseph prayed the court to dismiss this appeal with costs for lack of merit.

In her rejoinder, Ms. Leah for the appellant in respect of the 2nd ground of appeal on the revised rent she stated that, the respondents' counsel mentioned years which he believes were correct for review of rent. However, in his submission he said the parties are bond by their own pleadings. In the pleadings of the respondents before the tribunal there is nowhere the parties claimed or testified before the tribunal in respect of the years mentioned by

the learned counsel. The learned State Attorney was of the view that, such submission was a new allegation not pleaded before the trial tribunal since exhibit P3 which was tendered by PW1 shows clearly the years that the rent was revised. She argued that, the said exhibit was the one which was referred by the trial tribunal in arriving at its decision. Thus, the years stated by the respondents' counsel are not seen in the said exhibits.

Challenging **section 7 of the Law of Limitation Act** (supra) Ms. Leah was of the view that the said section is not applicable in this appeal, since the respondent claim against the appellant is not in respect of breach of contract. It was the increment of amount of rent that was done in 2008. She referred the court to respondent's applications at paragraph 6 (a) (ii). She thus argued that, the trial Chairman was improper to give judgment basing on a matter which was time barred.

Rejoining on the rent to be paid, the learned State Attorney argued that there is no dispute that different names of rent were used by the appellant. However, the dispute between the appellant and the respondents is whether the respondents being the tenants of the appellant were supposed to pay land rent or ground rent. She opined that; the trial Chairman was improper to decide that the appellant as a tittle deed owner had to pay ground rent and therefore the trial Chairman erred in law in interpreting and judging the tenancy agreement between the appellant and the respondent.

On the first ground of appeal, Ms. Leah rejoined that evidence adduced by both parties clearly showed the cause of action, when the same arose and the respondents' claim against the appellant. However, despite of the

evidence being clear, the trial Chairman erred in law in evaluating the evidence on record as presented by both parties.

On the issue of legal representative, it was alleged that the respondents herein do not have same interests as they have different contracts. He referred to official search annexed to the respondents' application as annexure "K" which shows that some of the respondents have a lease agreement and some do not have. The learned State Attorney commented that since the law requires a legal representative suit to have the same interests, then the tribunal chairman erred in law and procedure when he allowed two respondents to represent the other 17 respondents.

Having given a careful consideration of the submissions of both parties together with the trial tribunal's records, I will thus deal with one ground after another, starting with the 2nd ground of appeal.

On the 2nd ground of appeal, the appellant's counsels condemned the tribunal Chairman for erring in analyzing, interpreting and judging the lease/tenancy agreement. On this ground Ms. Leah for the appellant argued that rent was subject to revision after elapse of 5 years. She referred to exhibit P3 which showed that rent was revised in 1992,1997,2002 and 2008. It was Ms. Leah's argument that, it was on only in 1992 when rent was revised below 5 years which if claimed it will be time barred. The respondents' advocate argued that the rent was wrongly revised in 1992 and they continued to breach by revising it thus it was not time barred. Also, as per the pleadings before the tribunal, Mr. Joseph for the respondents

contended that in 2016 and 2017 the appellant issued the respondents with notice to pay the lease agreement.

In analyzing the lease agreement when answering the first issue as to whether the rent contradicts the lease agreement, the tribunal Chairman at page 5 of the judgment had this to say:

> *"Whether, the land rent contradicts the lease agreement, the evidence of the PW1 shows that, there is the contradiction in the payment of the land rent, because the respondent increased an amount of the rent that each tenant was forced to pay before a period of five years which is clearly provided in the tenancy agreement." (sic)*

It is undisputed that as per the lease agreement, the rent was subjected to revision upon the expiry of 5 years. According to **exhibit P3**, rent was revised in 1991,1992,1997, 2002 and 2008. As rightly submitted by Ms. Leah for the appellant, it is only in 1992 when the authority revised the rent before the expiry of 5 years contrary to the requirement of lease agreement. I join hands with her arguments that, if claimed at this time the revision of rent done in 1992, then it is will be out of time contrary to **Part 1 to the Schedule of the Law of Limitation Act** (supra) which requires the claim of this nature to be instituted within six years. Basing on the available evidence, the Chairman erred in concluding that the rent payment contradicted the lease agreement.

Also, on the 2nd ground of appeal there is a concern on the type of rent to be paid. The appellant's counsel was of the view that the rent which was

referred in the lease agreement is ground rent which is the rent paid by a holder of leasehold. She thus opined that; the Chairman was wrong in deciding that ground rent should be paid by the Title Deed Owner who is the appellant instead of the respondents who are the tenants. The learned advocate for the respondents argued to the contrary that, the appellants were claiming various rents including ground rents, kiosk rent and land rent and the same was admitted in the WSD at paragraph 6.

Basing on rival submissions of the parties, I had to examine the trial tribunal's records the lease agreement in particular. The lease agreement does not specify the kind of rent to be paid. It provides plainly that the respondents had to pay rent which is subject to revision every five years. As a matter of reference, I reproduce paragraph 1 of page 3 of lease agreement:

> *"To pay the rent hereby reserved at the times hereinbefore mentioned and all rates and taxes which may be payable in respect of the land leased during the continuation of this lease."*

Thus, these other kind of rents as mentioned by respondents are not included in the lease agreement. What is on record is that rent was raised to Tsh 180,000/- per year which is the result of the lease agreement which requires the same to be revised in every five years. Thus, all other names used by the respondents as mentioned by the respondents' counsel do not exist in the lease agreement. Also, there is no evidence to the effect that there was payment which have been made more than once per year despite

of the names of rent mentioned. It is true that the land rent has to be paid by lessor. This is pursuant to **section 78(4) of the Land Act**, (supra) which provides:

> *(4) For purposes of determining the amount of rent payable, it shall be taken into account that the lessor will pay-*
>
> *(a) the land rent under a granted right of occupancy;*
>
> *(b) the premium for ensuring the land;*
>
> *(c) the property tax and other rates leviable upon the land under any law; and*
>
> *(d) any repairs for which the lesser is liable by agreement or customs or any law.*

Basing on the above provision of law, the trial Chairman misdirected himself by deciding that the ground rent should be paid by the title deed owner who is the appellant herein. It is true that other receipts are marked as ground rent, Kodi ya kiwanja, land rent and property rent but those receipts are of the way back in 1994, 2007,2008,2003,2005,2006, 1993, 1999 which cannot be relied upon in the application which was instituted in 2017 since time has elapsed. The appellant and the respondents are under lease agreement; therefore, what the respondents are paying is ground rent which as per lease agreement is subject to revision after 5 years. In that respect therefore, the arguments by respondents' counsel that the so called "**Sheria Ndogo za Ushuru...** "(supra) cannot supersede the **Land Act**. Therefore the 2nd ground of appeal has merit.

Concerning the 1st ground of appeal, the appellant faulted the trial tribunal Chairman for failure to evaluate the evidence on record especially on the

issue of trespass where Mr. Muyungi was of considered view that the Chairman was wrong to decides that the appellant's act of writing the numbers on the shop was trespass while such act was done to enable the appellant to identify his properties. Mr. Joseph for the respondents argued to the contrary.

I have gone through the lease agreement, nowhere it provides or authorized the appellants to put the numbers in the shops. However, in answering this ground of appeal especially on the issue of trespass, I will be guided by the **Land Act** on the implied covenants on part of lessor and lessee. **Section 88(2)(a) of the Land Act** provides that:

> *"(2) There shall be implied in every lease covenant by the lessor with the lessee empowering the lessor-*
>
> (a) *at all reasonable times, to enter, either personally or by agents, the leased land or buildings for the purpose of inspecting their condition and repair and for carrying out repairs and making good any defects which it is the lessor's obligation so to do but that in the exercise of that power, the lessor will not unreasonably interfere with the occupation and use of the land and buildings by the lessee."*

Also, **section 89(1)(g) of the Land Act**, provides for impliedly covenants on part of lessee (respondents herein). For ease reference it reads:

> *"(g) to permit the lessor or his agent or employees at all convenient times and after reasonable notice, to enter on the*

leased land or buildings to examine their condition and to undertake any repairs and make good any defects for which the lessor is responsible;"

The above provisions provide for impliedly covenants to the lessor (appellants) and lessee (respondents). Therefore, despite the fact that such condition is not stipulated in the lease agreement, still the act of numbering the *kiosks* for the purpose of easy identifying them is not trespass. The respondents did not tell the Tribunal how such act affected them. I therefore fault the decision reached by the trial Chairman that there was trespass.

The last ground of appeal is in respect of the procedural irregularity. The appellants faulted the procedure when the two respondents were allowed to represent the other 17 respondents who had different contracts. Mr. Joseph for the respondents argued that there was an application for representative suit. I had to peruse the Tribunal's records. The records are crystal clear that the applicants (respondents herein) made an application to file representative suit and the same was granted on 8/2/2018. The counsel for the appellant herein did not raise an objection in respect of the same. This court is of considered view that, raising this issue of representative suit at this stage of appeal is an afterthought. I therefore find the 3rd ground of appeal to have no merit.

It is on the strength of the 1st and 2nd grounds of appeal that this appeal is allowed. The tribunal's orders of granting the application are hereby quashed and set aside. No order as to costs.

It is so ordered.

Dated and delivered at Moshi this 29th day of April,2022

S. H. Simfukwe

Judge

29/4/2022