

**IN THE HIGH COURT OF THE UNITED REPUBLIC OF TANZANIA**

**(ARUSHA SUB-REGISTRY)**

**AT ARUSHA**

**LAND CASE NO.14 OF 2022**

**WILD AFRICA LIMITED.....PLAINTIFF**

**VERSUS**

**KASTULI S. TEKOT.....1<sup>ST</sup> DEFENDANT**

**ESTER HHAWU AMSI (*Administratrix***

*of the estates of the late HHAWU AMSI MARMO) .....2<sup>ND</sup> DEFENDANT*

**AMSI HHAWU (*Administratrix of the***

*Estates of the late HHAWU AMSI MARMO) .....3<sup>RD</sup> DEFENDANT*

**JUDGMENT**

**15/03/2024 & 19/04/2024**

**KIWONDE, J.:**

The plaintiff, Wild Africa Limited, in the amended plaint filed in court on 13<sup>th</sup> March 2023, sued the defendants praying for judgment and decree against them on the following reliefs:

- (i) That, the first defendant and the 2<sup>nd</sup> defendants (sic) be ordered to pay the plaintiff an amount of Tanzania shillings one billion (TZS 1, 000, 000, 000/=) being specific damages suffered as a result of

the first defendant's trespass into plaintiff's land which is located at Rhotia Kati Village in Karatu District in Arusha Region where the first defendant has been cultivating various crops since 2016 to date.

(ii) That, the first defendant and the 2<sup>nd</sup> defendants (sic) be ordered to pay the plaintiff an amount of Tanzania shillings four hundred million (TZS 400, 000, 000/=) as general damages for the first defendant's act of trespassing into the plaintiff's land and caused the plaintiff suffer irreparable loss.

(iii) That, the sale agreement which is said to have been executed between the first defendant and the late HHAWU AMSI, showing that the *shamba*, the first defendant is said to have purchased from the late HHAWU AMSI, located at Gongali Village in Karatu District in Arusha, be declared invalid.

(iv) That, the first defendant be ordered to vacate from the disputed land/*shamba*, which is located at Rhotia Kati Village in Karatu District in Arusha Region forthwith.

(v) That, order for perpetual injunction restraining the first defendant from entering the plaintiff's *shamba* (disputed land), which is located at Rhotia Kati Village in Karatu District in Arusha Region.

(vi) That, cost to be borne by the defendants.

(vii) That, other reliefs that this honourable court may deem fit to grant.

When service was done on the defendants, they filed written statements of defence denying the claims raised by the plaintiff. The plaintiff filed reply to the defence insisting on his claims.

During hearing of the suit, the plaintiff was represented by Mr. George Mwalali, learned counsel, while the first defendant was represented by Mr. Bungaya Panga, advocate and the 2<sup>nd</sup> and 3<sup>rd</sup> defendants enjoyed the legal service of Mr. Baraka, advocate.

The brief material evidence of the plaintiff's case including that of PW1, one Naftal Njoree, a Managing Director of the plaintiff, is that he sued Kastuli (first defendant) for a farm located at Rhotia Kati in Karatu, Arusha. According to this witness, he purchased the unsurveyed 14 acres farm from an individual, one Amsi Marmo. He tendered the sale agreement dated 28<sup>th</sup> May 2001 which was admitted in evidence and marked exhibit PE1.

Also, PW1 testified that the purchase price was TZS.10, 500, 000/=. He said, at first the farm was designed for hunting activities, later on, they started tented lodges of ten (10) rooms. The witness said they used to get USD 800 a day during high season, so, it was a prosperous business.

Besides that, PW1 told the court that after purchasing the farm, he allowed the vendor's family to proceed to till the land under the supervision of Aloyce Songay. In the year 2016, Lucian Amsi handed over the farm to the plaintiff. However, the said handing over was nullified by the primary court in Probate and Administration Cause No.18 of 2016. On revision in the District Court, the order of the primary court was reversed. The copies of the decisions were admitted as exhibit PE2 collectively.

Apart from that, PW1 said in the written statement of defence by the second purchaser, there was a document rescinding the sale agreement and there was selling of the same farm to another person (the first defendant). The witness went on to say the document had some anomalies such as the approving officer is from a different village (Gongali Village), the purchase price is shown to have been made at the District Court of Karatu which had not been established in the year 2004. So, according to him, there are frauds and or forgeries in the said sale agreement.

As to the reliefs, PW1 asked this court to declare him the lawful owner of the suit land, payment of specific damages at the tune of one billion Tanzania shillings for unlawful entry into the farm by the first defendant,

general damages at TZS 400, 000, 000/=, the sale agreement between the first defendant and the late Hhawu Amsi be declared illegal, the first defendant be permanently restrained from trespassing into the suit land, other reliefs such as loss of business and the defendants be severally and jointly condemned to pay cost of the suit.

When he was cross-examined by Mr. Bungaya Panga, advocate, PW1 replied that he followed the procedure of allocation of land by the Village General Assembly, though, the sale agreement, PE1 does not show if Rhotia Village Council approved it. That the Customary Right of Occupancy (of the first defendant) was illegally obtained.

Furthermore, the witness said he had no financial statements from 2001 to 2007 to show that he generated profit. He said Aloyce Songay could tell if he received the purchase price from the plaintiff. The witness, PW1 said he became aware of the dispute in 2016.

When he was cross-examined by Mr. Baraka, advocate, PW1 said the land was from an individual, so, there was no need to secure approval from the village council and that he sued the 2<sup>nd</sup> and 3<sup>rd</sup> defendants as administratrices of the deceased estates of the late Hhawu Amsi.

The evidence of PW2, one Lucian Amsi is that he knew the plaintiff who purchased the land from his brother Hhawu Amsi, a resident of Gongali

village in Rhotia village; he witnessed the sale agreement dated 25<sup>th</sup> May 2001. The purchase price was TZS 10, 500, 000/= which was paid into Hhawu Amsi's account and he oversaw the farm from the demise of Hhawu Amsi who died in 2005 until 2016 when he handed it over to the plaintiff. The witness said the second sale agreement is forged.

The evidence of PW3, Aloyce Songay, is that the land in dispute is among the 44 acres of farm bought by the plaintiff from Hhawu Amsi. It was bought at TZS 10, 500, 000/= and the money was paid into the bank account of the vendor, Hhawu Amsi held at NBC, Karatu branch. However, transfer of ownership was impossible as the vendor had land disputes over 8 acres, so, PW3 sought a court order of primary court of Karatu to close the bank account. The letter was admitted as exhibit PE3. Then Hhawu Amsi put as securities his farm and a house for the account to be opened.

The witness said he wrote a letter to hand over the 8 acres to the plaintiff, it was admitted as exhibit PE4, while, a reply letter was admitted as exhibit PE5. The witness said when Amsi Mayo was appointed administrator of the deceased estates, handed over the 14 acres to the plaintiff under the supervision of PW3. After the handing over, the dispute arose between the deceased family which led to re-selling of the

farm to the first defendant. Thus, the board directed institution of this suit. The board resolution was admitted as exhibit PE6.

In cross-examination, PW3 said the first defendant has been in occupation of the land since 2004 to date.

Leave those witnesses above, PW4, one, Petro Qamara Yarro testified that he was a village chairman of Rhotia, the plaintiff applied to be a villager after buying 14 acres of land from Hhawu Amsi, the other piece of land from Gidale Bati and John Bati. But the Village Council refused the application since Hhawu Amsi had only 6 acres of land and the Village General Assembly approved only six acres. The witness said Donald Nyiti wanted to conclude the sale agreement of 14 acres, when they were told only 6 acres had to be approved, they never went back. The witness said he did not witness any sale agreement but he said Gongali village chairman had no powers to approve sale of land located in Rhotia village.

Finally, PW5 one Meinrad Tindatumire Rweyemamu testified that the plaintiff is a registered company with limited shares with its registration No.41194. He tendered certificate of incorporation dated 19/04/2001 and it was admitted as exhibit PE7.

In defence, DW1 Kastuli Safari Teko said he did not know the basis of the claims by the plaintiff since he purchased the suit land from Hhawu

Amsi in 2004 after being informed by Mahmoud of the intended sale. The defence witness said he and Mahmoud went to Rhotia village to visit the 14 acres land, they found two elders who said it belonged to Hhawu Amsi. Then they went to the Village Executive Officer who confirmed that the land belonged to Hhawu Amsi. The witness said they agreed the purchase price to be TZS 50, 000, 000/=. The following day he paid TZS 22, 000, 000/= and they reduced the agreement into writing witnessed by Gongali Village.

The defence witness, DW1 said they agreed that upon completion of payment, they would go to Rhotia Village to write the sale agreement. The sale agreement of 2004 was admitted in evidence as exhibit D1. He said later on, he paid to the vendor, TZS 5, 000, 000/=: then TZS 3, 000, 000/= and TZS 20, 000, 000/=:.

According to DW1, in 2012, they went to Rhotia village with the administrators of the deceased estates with the former sale agreement, but the Village Executive Officer, one Gerald Tahhan advised them to enter into a new agreement for the previous was made in Gongali village. The sale agreement of 2012 was admitted in evidence as exhibit D2. The witness said in 2014 he applied for Customary Right of Occupancy and was issued with it in 2015 for 99 years. It is No. 6/KRT/2 and was



admitted as exhibit D3. He lamented that in 2020, the plaintiff filed a suit claiming for a farm valued at TZS 350, 000, 000/=, the plaint was admitted as exhibit D4.

Moreover, DW1 said the land in dispute is now valued at TZS.163, 000, 000/=. The valuation report was admitted as exhibit D5. The witness said there are criminal cases reported to the Regional Crimes Officer on allegations that he forged the sale agreement. He asked the suit be dismissed with cost.

When he was cross-examined by Mr. Geoge Mwalali, advocate, DW1 replied that when he signed contract of sale with Hhawu Amsi, it rescinded the one with Wild Africa. He said he sent exhibit D1 for attestation by the District Court in 2011 since the bank required so in order to obtain loan.

Thereafter, DW2, Isaac Hhawu Amsi said in 2004 their father Hhawu Amsi sent four of them to Gongali village office and they witnessed signing of the contract of sale of 14 acres of farm located at Rhotia village and DW2 signed it. He said their father died in 2005. Then Aloyce Songay wrote him a letter for he was a temporary family overseer, requesting for handing over of the land. The witness said he replied him to wait for the administratrix of the estates and look into the matter in depth for

they did not know him. He said Kastuli Safari is in occupation of the land from 2004 to date.

When he was cross-examined by George Mwalali, advocate, DW2 said he was told by his father that the purchase price paid by the plaintiff was returned and that the Village Executive Officer from a different village cannot sign the sale agreement over the property located in another village.

The defence evidence of DW3, one Gerald Thomas was that he has ever been a Village Executive Officer of Rhotia village from 2010 to 2013. He said in 2012, the family of Hhawu Amsi and Kastuli Safari Teko were from Gongali village and they went there with a sale agreement of the farm and wanted him to authenticate it. It was the contract of sale of 2004 and the farm is located in Rhotia village. The witness said it was impossible to enter into contract of sale in Gongali village while the subject matter was at Rhotia village. He thus, advised them to make a new sale agreement. This time, he said he saw the administratrices of the deceased estates who were Ester Hhawu and Mayo Amsi and he himself signed it.

When he was cross-examined by Mr. George Mwalali, advocate, DW3 replied that he did not know if the farm had been sold to the plaintiff

since no body raised such concern. Also, the defence witness said the sale agreement made at Gongali Village was between Kastuli Safari Teko and Hhawu Amsi.

Leave the defence witnesses above, DW4 one Mahmoud Bura testified in court that he is the young brother of Hhawu Amsi who ever instructed him to look for a buyer of the land located in Rhotia village. So, DW4 told the first defendant, Kastuli Safari Teko whom he knew. They went to Rhotia village and the first defendant inquired from the two neighbouring elders, they went to the Village Executive Officer's Office and the officer agreed that Hhawu Amsi possessed such farm.

Furthermore, DW4 said in return to Karatu, he found at Hhawu Amsi house, two people who said the latter had sold the farm to the plaintiff and they blocked the bank account. Then Donald Nyiti was given TZS 10, 500, 000/= by Hhawu Amsi but they did not write. This was to unblock the bank account. The witness said later on, the bank account was released.

In cross-examination by Mr. Mwalali, learned counsel, DW4 answered that had the amount of money not been paid, the bank account would not have been released, though he did not know if Hhawu Amsi mortgaged his properties in 2001.

When he was cross-examined by Mr. Baraka, advocate, DW4 replied that he eye witnessed the handing over of money to Donald Nyiti.

Finally, DW5, Esther Hhawu Amsi said after the demise of their father Hhawu Amsi, they had a family meeting in which she and Amsi Mayo were proposed administratrices of the deceased estates and in 2009 they were granted letters of administration from Karatu Primary Court. According to her, the first defendant was indebted to the deceased TZS 20, 000, 000/=, so, they went to Rhotia village office to accomplish the document (sale agreement) in 2012 and Kastuli was using the land in dispute because he showed her the sale agreement of 2004. She went on to say that they do not benefit from the land in dispute. She saw TZS 3, 000, 000/= at the burial ceremony but she did not know if it was from Kastuli. The witness prayed the suit be dismissed.

When she was cross-examined by Mr. George Mwalali, DW5 said it was in 2009 when she became aware that the farm was sold to the plaintiff, yet, she said she did not recognize such sale agreement. As to the return of purchase price of the farm in dispute, she said she was just told by Mahmoud that the money was paid back to the plaintiff.

When the defence case was closed, the counsels prayed before the court to file final written submissions, which prayers were granted and they all

filed them. Indeed, I appreciate their submissions with a good number of case laws to assist the court to reach to a just decision. I now turn to consider evidence on record and the final written submissions.

During final pre-trial conference on 5<sup>th</sup> April 2023, the court, assisted by the counsels for the parties, framed seven (7) issues for determination by the court, with slight amendment of the first issue made on 26<sup>th</sup> October 2023. Those issues are:

1. Who lawfully purchased the disputed farm located at Rhotia Kati Village within Karatu District in Arusha Region (herein suit land) between the plaintiff and the first defendant, therefore, the lawful owner of the disputed land.
2. Whether the defendants forged the sale agreement dated 4<sup>th</sup> May 2004 allegedly made by the late Hhawu Amsi and the first defendant.
3. Whether the first defendant trespassed the suit property.
4. Whether the purchase price was refunded to the plaintiff.
5. Whether the second and third defendants are liable to refund the purchase price to either plaintiff or the first defendant should the 4<sup>th</sup> issue be answered not in affirmative and should the first defendant be found not involved in the forgery as per 2<sup>nd</sup> issue.

6. Whether the plaintiff suffered specific damages at the tune of TZS 1, 000, 000, 000/=.

7. What reliefs are the parties entitled to.

Before I embark on the main issues, it is imperative that I deal with the concern raised in the final written submissions of the plaintiff and the first defendant. The counsels for the parties, in their final submissions, discussed the issue of jurisdiction of the court to entertain this suit on the reason that it was instituted out of time, that is, it is time barred and the low pecuniary value of the suit property. As to the pecuniary jurisdiction of the court, as rightly pointed out by the counsel for the plaintiff, this was determined by this court (M. R. Gwae, J.) on 5<sup>th</sup> April 2023 when dealing with the preliminary objection. It was decided that the value of the suit land indicated in the plaint is TZS 300, 000, 000/= and this court has jurisdiction. Thus, I cannot reverse the decision of this court even if the first defendant tendered valuation report showing that the value of the suit land TZS 163, 000, 000/= below the pecuniary value which this court has jurisdiction.

With regard to the time limitation of filing suit to recover land, it is correctly argued that it starts to run from the time the plaintiff is disposed of the land in dispute. The period is within twelve (12) years from when

the right of action accrued. This is as per section 9 (2) and item 22 of Part I of the Law of Limitations Act, Cap 89 (R. E 2019). In the suit at hand, it is said that the first defendant occupied the land in dispute from the year 2004, while the suit was filed in 2022. But there is sufficient evidence on record that when the plaintiff bought the land in 2001, he left it to the vendor's family to continue farming under the supervision of Lucian and that the plaintiff became aware of the dispute in the year 2016 when disputes arose after Lucian handed over the suit land to the plaintiff. This entails that the plaintiff had no knowledge of the dispossession of the land in dispute until 2016. All of the period from 2001, the plaintiff believed that the land was in his possession. The family and or Lucian entrusted the property, did not notify him of the issue. For that matter, time limitation started to run against the plaintiff from 2016 when he became aware of the dispute over the suit land. The suit is not time barred.

In dealing with the main issues, I opt to start with the 2<sup>nd</sup> issue in my deliberations, as to the alleged forged document of 4<sup>th</sup> May 2004. This is the document said to be specifically rescinding the sale agreement made between the plaintiff and Hhawu Amsi. It is exhibit D1. To establish forgery, it has to be proved by evidence that a person made a document



or signed it which he has no authority so to do. In this case, the said document was made and signed by the vendor, Hhawu Amsi Marmo and the first defendant, the purchaser of the suit land. It is alleged that the document was forged since it was attested by the non-existing District Court of Karatu because in 2004 it had not been established. However, DW1 clearly testified that he sent the document to court in 2011 for the bank required it to be attested by the court and the court seal or stamp be fixed on it in order to obtain loan. This means that, at first, the document was not attested.

The Magistrate who signed it and stamped, was supposed to attest the document before the parties at the time of entering into agreement. He just signed it in the latter stage. But this cannot be certainly said that by so signing to attest the document, the first defendant forged it. This is because the document had been executed by the parties to the sale agreement.

Concerning the signature of the witness to the sale agreement of 2004, one Christina Bei, it is said by PW2 that she could not do so for she died in the year 2002 before the said document was made. Unfortunately, there is no sufficient evidence to prove that she died in that year, apart from the assertion by PW2, that the signature appended thereto is not



hers and there is no proof that it is the first defendant who forged her signature. The defence witnesses, DW2 said Christina Bei died in September 2004 and DW5 testified that Christina Bei passed away in the end of 2004. It is clear that she could sign the document for it was signed on 4<sup>th</sup> May 2004. Therefore, there is no element of forgery. The defendants did not forge the said document. The 2<sup>nd</sup> issue is answered negatively.

Reverting to the 1<sup>st</sup> issue, it is about who lawfully purchased the suit land and is the lawful owner of the land in dispute. According to the available evidence, it is clear that the plaintiff was the first purchaser of the suit land from Hhawu Amsi Marmo. It is indicated in exhibit PE1, the sale agreement, that the transaction was made on 28<sup>th</sup> May 2001. Whereas, the first defendant is shown to have bought it in 2004. He is the second buyer of the suit land. But during his life time, the vendor, Hhawu Amsi Marmo, on 4<sup>th</sup> May 2004, decided to rescind the contract of sale of the land to the plaintiff on reason that the plaintiff had breached their agreement. He referred to the plaintiff's letter with Reference No. WILD/A/LTD/D/2/VOL./13 dated 28/08/2001. So, the concluded contract of sale between the plaintiff and Hhawu Amsi Marmo was rescinded and it ceased to exist from 4<sup>th</sup> May 2004.

The plaintiff said the first defendant was not diligent to inquire if the land in question had encumbrances. But the defence evidence shows that the first defendant, upon receiving an information of the intended sale of the farm, he visited the place the property is situated, at Rhotia village, inquired from the two neighbouring elders who assured him that it belonged to Hhawu Amsi, the Village Executive Officer too confirmed the same. At the time of entering into sale agreement of 2004, the vendor had rescinded the previous sale agreement with the plaintiff, thus, the first defendant was entitled to buy the land. He bought it in good faith and for value, so, he is the *bona fide* purchaser.

The plaintiff challenged the validity of the sale agreement of 2004 and that of 2012. The evidence shows that the sale agreement between the first defendant and Hhawu Amsi Marmo, dated 4<sup>th</sup> May 2004, was made at Gongali Village while the suit property is in Rhotia village. That the village authority of Gongali had no powers to authenticate such agreement. At this juncture, I state that this agreement was entered into by the parties, *viva voce* and freely. They are laymen. In law, the contracts of sale made by the laymen, remains valid. Technical aspects are not considered. In **Philipo Joseph Lukonde v. Faraji Ally Said** [2020] T. L. R 57, the Court of Appeal of Tanzania stated that where parties have

freely entered into binding agreements, neither courts nor parties to the agreement should interpolate anything or interfere with the terms and conditions therein, even where binding agreements were made by lay people. Also, in **George Shambwe V. National Printing Co. Ltd** [1995] T. L. R 262, it was decided that the court has to look at the intention of the parties to the contract. The contract of sale even if made by lay people not in formal language, it has to be considered by the court with no legal technical concept; intention of the parties is the key element.

In this suit, the vendor intended and actually, sold his farm to the first defendant freely. As to the place of executing the agreement, it is common that the contract of sale can be entered into in one place even if the subject matter is located in another place. It should be borne in mind that this was an individually owned land which the vendor had powers to dispose it. The village authority of Gongali just authenticated the sale agreement to show that the parties, freely and willingly, executed the agreement.

Whereas, the sale agreement of 2012 was a continuation of the previous one of 2004. The parties are said to have had agreed each other that after the full payment by the first defendant, they would conclude the sale agreement via Rhotia village where the subject matter is situated.

Unfortunately, the vendor, Hhawu Amsi Marmo, passed away in 2005. Therefore, the administratrices of the deceased estates took over the move in their capacity.

The evidence on record shows that the first defendant is in occupation of the land in dispute from 2004 to date. He processed for the grant of customary right of occupancy (*Hati ya Kimila*) in 2014 and the following year, 2015, he was issued with the same. It is No. 6/KRT/2. Thus, his interest in suit land supersedes that of the plaintiff.

From the evidential analysis made above, the first defendant lawfully purchased the suit land and so, he is the lawful owner of it. The first issue is answered so. The answer to the first issue disposes of the 3rd issue that the first defendant is not, therefore, a trespasser of the suit land, having been declared the lawful owner of the land in dispute.

The 4<sup>th</sup> issue is whether the purchase price, TZS 10, 500, 000/= was refunded to the plaintiff. The defence evidence of DW2 and DW5 is to the effect that they were merely told that the money was paid back to the plaintiff. This is a pure hearsay evidence which is unacceptable under the rules of evidence and so, I cannot rely on it.

However, DW4, Mahmoud Bura, said he eye witnessed Hhawu Amsi Marmo handing over the purchase price at the tune of TZS 10, 500,

000/= to one Donald Nyiti. He said the handing over was not reduced into writing. But this is direct evidence of the person who saw the happening by his eyes. This made me believe that the purchase price of the suit land paid by the plaintiff was paid back and the recipient was Donald Nyiti. From my reasoning above, the 4<sup>th</sup> issue is answered affirmatively.

Following the answer to the 4<sup>th</sup> issue above, this resolves the 5<sup>th</sup> issue that the 2<sup>nd</sup> and 3<sup>rd</sup> defendants are not liable to refund the plaintiff the purchase price of the suit land.

In the 6<sup>th</sup> issue, whether the plaintiff suffered specific damages at the tune of one billion Tanzania shillings, just as I have determined above that the first defendant did not trespass onto the suit land, it goes without saying that the plaintiff is not entitled to payment of damages. Also, the law is settled that these specific damages have to be pleaded and strictly proved. This was a position in **Zuberi Augustino V. Anicet Mugabe** [1992] T. L. R 137 cited by the counsel for the plaintiff in the final submissions. It is of no doubt that they are pleaded in the plaint, but I was unable to find evidence establishing the claims. During hearing of the plaintiff's case, PW1, Naftal Njoree merely stated that they made profit during high season at the tune of USD 800 a day from the business

of tented lodge and that it was prosperous business. When he was cross-examined by Mr. Bungaya Panga, counsel for the first defendant, PW1 replied that he had no financial statements to prove that the business was making profit. Therefore, even if the first defendant would have been found trespasser, the plaintiff failed to prove the special damages claimed. The 6<sup>th</sup> issue is answered negatively.

Finally, the 7<sup>th</sup> issue is about the reliefs the parties are entitled to. In my deliberations above, I have found the first defendant the lawful owner of the suit land. This means that the plaintiff has failed to prove his claims at the balance of probabilities.

For that matter, the defendants cannot be held liable in any way for the claims raised by the plaintiff in this suit.

Consequently, the suit is hereby dismissed with cost. The first defendant, Kastuli Safari Teko is declared the lawful purchaser and owner of the suit land.

**Dated** at **Arusha** this 19<sup>th</sup> April 2024.

  
**F. H. KIWONDE**

**JUDGE**

**19/04/2024**

Court: Judgment is delivered in chamber in the presence of Mr. George Mwalali, counsel for the plaintiff, Mr. Bungaya Panga for the 1<sup>st</sup> defendant, Mr. Baraka for the 2<sup>nd</sup> and 3<sup>rd</sup> defendants, the plaintiff and Maryciana (RMA) this 19<sup>th</sup> April, 2024 and the right of appeal is explained.



**F. H. KIWONDE**

**JUDGE**

**19/04/2024**

