

MARVEL KARIMBIKA (NEE NCUBE)
versus
ABRAHAM KARIMBIKA

HIGH COURT OF ZIMBABWE
MUREMBA J
HARARE, 1 & 2 July 2018 and 20 September 2018

Civil Trial

T. P Uchena, for the plaintiff
Defendant in person

MUREMBA J: The parties got married on 27 April 2013 in terms of the Marriage Act [Chapter 5:11]. No children were born out of the marriage. At the pre-trial conference they were agreed that their marriage had irretrievably broken down to the extent that there were no reasonable prospects of restoring it to a normal marriage. I will thus grant a decree of divorce.

Two issues were referred for trial.

- a) How is the matrimonial property to be distributed between the parties?
- b) Whether the defendant can claim maintenance from the plaintiff?

It is common cause that when trial commenced the parties were already living separately. The plaintiff lives in Kadoma where she works for Standard Chartered Bank as a Customer Due Diligence Analyst selling bank products to clients whilst the defendant lives in Harare where he works for the Ministry of Justice, Legal and Parliamentary Affairs as a clerk. The evidence they both led at trial shows that the parties have always lived in different towns right from the start of their marriage. Whilst the defendant has always stayed and worked in Harare, the plaintiff was initially staying and working in Mutare and then transferred to Kadoma as she worked for the same employer she currently works for. The parties would thus visit each other during weekends mostly. At the climax of their fall out the plaintiff obtained a protection order against the defendant in October 2017. That was the time they stopped visiting each other with each party keeping to the town they reside and work. The plaintiff then instituted the present divorce

proceedings with a prayer for a decree of divorce and an order for the distribution of property. In turn the defendant claimed post-divorce maintenance in his plea.

Distribution of the matrimonial property

The plaintiff proposed that of the property the parties acquired, she should be awarded a motor vehicle a Nissan Teana and further that each party should be awarded the household furniture and personal belongings in their respective residences.

In his plea and during trial the defendant stated that the plaintiff had not disclosed all the property the parties had had during the subsistence of their marriage. He stated that before they got married the plaintiff had acquired a stand in Dulibadzimu Beitbridge; a 6 piece lounge suite and a motor vehicle, a VW Bora. The defendant said that he had acquired a stand in Damafalls, Ruwa before the marriage. The defendant further said that at their wedding they got the following wedding gifts: clothes washing machine; dish washing machine; 2 microwaves; 2 electric pans; kitchen utensils and cash in the sum of US\$10 000.00 which the plaintiff as a bank employee who is not charged bank charges had kept in her bank account. The defendant said that the money (US\$10 000) was later used to buy the following items: a 46 inch television set; a Dstv explorer decoder; a Nissan Teana motor vehicle; a dressing table and a head board. He said that \$3 000 went towards the purchase of a Mitsubishi Pajero motor vehicle. The defendant further said that during the marriage they bought a generator, an industrial fan, a DVD player, an upright fridge, an LG television set, a king bed, a gas stove and a gas tank. It was his evidence that he had actually given the plaintiff US\$1 400 for the purchase of the king bed and she used the change to purchase the gas stove and the gas tank. He said that since they were budgeting for the purchase of the Pajero Motor vehicle he would give her money to save and would do so via ecocash in sums of \$250, \$300 etc. It was his suggestion that the property be distributed as follows.

Plaintiff

Mitsubishi Pajero
Dish washing machine
2 double beds
Dstv explorer
1 microwave
1 electric pan
Generator

Defendant

Nissan Teana
Clothes washing machine
king bed
coffee table with 4 stools
Dstv decoder
1 electric pan
headboard

Upright fridge	1 heater
6 piece lounge suite	gas tank
4 plate stove	LG T.V
Dressing table	gas stove
DVD player	VW Bora (non-runner)
Kitchen utensils	stand in Damafalls, Ruwa

In her evidence, the plaintiff did not dispute that the parties had all this property which they acquired as per narration given by the defendant except for the following: She disputed that they had received cash in the sum of \$10 000 as a gift at their wedding and that this amount was used to purchase the items the defendant said they purchased using this money. She said that whilst the items he listed were indeed purchased she disputed that they used any money they got at their wedding. She was adamant that at their wedding they only got cash in the sum of \$3 000.00 which was not even enough to pay off the debts they had accumulated as they prepared for the wedding. She said that all of it went towards payment of all those debts and over and above that she had to borrow money from the bank to repay the balance of the debts on her own.

The plaintiff explained in great detail that she later realised during the course of the marriage that the defendant was a liar who lied to her throughout their marriage, which was one of the reasons why their marriage broke down. She said that 2 days before the day he was to pay the bride price (roora/lobola) for her at her parents in Beitbridge, he told her that all the money he had saved and kept with his brother for purposes of paying the bride price had been stolen. He asked to borrow money from her with the promise that he would sell his cattle and pay her back. She loaned him US\$4 700 which up today he has not repaid. She said that he had said that he had 14 cattle and he later said that he had sold 10 at Surrey Abattoir but then went on to say that the people at Surrey Abattoir had mixed up names of buyers such that his money had been paid out to somebody else. For some time he was saying that he was pursuing the matter with the abattoir but nothing came out of it. She said that at one time she went with him there as he was making a follow up on the matter and overheard a Surrey Abattoir employee telling the defendant that the abattoir did not owe him any money. She said that she then realised that he had not sold any cattle to the abattoir. He kept on telling her story after story about the payment, but the money never came. The truth was that he had lied to her that he had sold cattle to the abattoir.

The plaintiff said that as they were preparing for the wedding he promised to make contributions which he never did. She said that he told her that he had lost property in a fire and that insurance had paid him US\$27 000.00 compensation for the loss through his Barclays Bank account. He told her that he would make his contribution for the wedding preparations using that money but he never gave her a cent up to the date of the wedding. Even after the wedding he did not give her any money. She said that the total cost for the wedding preparations was about US\$15 000 and he was supposed to contribute half of the amount. He later said that the money had disappeared from his bank account. She said that she met all the expenses by herself using her own savings and the assistance she got from her relatives and friends. She said that for some of the things she had only paid deposits before the wedding and then used the \$3 000 they got at the wedding to pay the balances. She gave an example of the wedding venue which was going for \$5 000 and she paid \$1 000 as deposit. She said that she paid off the difference after the wedding. She said that no money from the wedding was used to acquire any property by the parties as there was none left. She further said that although they acquired property during their marriage it was herself alone who bought all that property. The defendant was always saying that he had no money to spare.

The plaintiff said that before they got married each party had the following items:-

<u>Plaintiff</u>	<u>Defendant</u>
Incomplete house at stand 3492	1 bed
Dulibadzimu, Beitbridge	2 plate stove
4 piece lounge suit	1 wardrobe
1 x 4 plate stove	kitchen utensils
1 x upright fridge	1 stand in Damafalls, Ruwa
1 coffee table	14 cows (which he claimed he had but she never saw them)
1 bedroom suit	
2 double beds	
1 t.v set and stand	
1 decoder 1135 (DSTV)	
VW Bora motor vehicle reg number ABU 6262	

She was in agreement with him on the items the defendant said they got at their wedding except for the cash. She also said that they also got 2 cows. She said that during the marriage she bought a motor vehicle a Nissan Teana, a king bed, a gas stove, a gas tank using her own money made up of bank loans, performance bonuses and refunds from educational claims. She said that

during the marriage she did ACCA studies with her employer paying for them. She said that when she made payments for her studies her employer would refund her. She referred to her bank statements which showed that she would withdraw amounts like \$1000, \$1 500, \$2 000.00. It was her evidence that she personally purchased the Nissan Teana from Be Forward, Japan for US\$2 200.00 via the internet. When it came she paid duty in the sum of \$2 300, with \$1 000 borrowed from her brother and the balance was from her performance bonus which she got in March 2016. She said that she had got a performance bonus of over \$3 000.00 in 2016. She said that using that money she had also bought a gas stove and a gas tank.

It was the plaintiff's evidence that she wants the Nissan Teana awarded to her because she uses it at work. She said that her job is to sell bank products to clients and as such she has to be mobile. She uses the car to visit clients and she later claims travel and subsistence allowance from the employer for using her car. She earns a gross salary of \$1 683 per month and nets \$754.00 per month. She produced her payslip.

It was the plaintiff's testimony that the Mitsubishi Pajero the defendant talks about was a car she had bought from Japan via the internet in 2017 after borrowing US\$4 000.00 from her brother in anticipation that she would get some funds but the funds did not come through. She said that she could not even raise money for duty, so she ended up selling the motor vehicle before it even reached the Zimbabwe Border in order to raise the money for duty and for refunding her brother. She said that she sold it for \$8200 of which \$4 200 was paid to Zimra for duty. It was her evidence that the defendant never contributed a cent towards the purchase of the 2 motor vehicles i.e. the Nissan Teana and the Mitsubishi Pajero.

The plaintiff made concessions as she testified and said that the defendant can be awarded all the items that he wants awarded to him including the property that she had acquired on her own before they got married except for the Nissan Teana, head board and the king bed. She said that she bought the head board with financial assistance from her mother who gave her half of the total purchase price which was \$700.00. She said that she bought it from TV sales. She said that she also bought the king bed from TV sales on account at a monthly instalment of \$100.00 but the defendant never contributed a cent yet they had agreed that he would be paying \$50 per month while she would be paying \$100.00

It was the plaintiff's evidence that she was not even aware that the defendant had taken out a loan of \$3000.00 from NMB Bank and a loan of \$1200 from Cranmone Investments. She said that she does not know what the defendant used the money for because he was always saying he had no money. She said that the defendant works for the Ministry of Justice, but she does not

know his job title anymore because it changed according to what he told her. She said that he once told her that he was a legal officer before he changed. She was not sure about his salary but she thinks that he earns around \$400.00. She said that one day she saw his payslip and there was a maintenance deduction of \$85.00. She questioned him and he told her that he was maintaining his late brother's minor children. He said that this was so because these children had demanded their cattle inheritance from their late father's estate but he opted to pay them maintenance instead so that he can then give them their cattle when they reach 18 years.

Although the plaintiff heavily relied on her bank statement to show that she was using money from her bank to make various payments she did not produce it as an exhibit. The defendant objected to its production on the ground that this bank statement had not been discovered. Mr *Uchena*, plaintiff's counsel admitted that it had not been discovered and withdrew his application to have it tendered as an exhibit. So the bank statement was not produced as a bank statement. However, in cross examining the plaintiff, the defendant acknowledged the same bank statement to be that of the plaintiff as he said that actually the plaintiff has 3 bank accounts.

Plaintiff said that of the 6 herd of cattle the defendant was charged by her parents as part of the bride price, he had paid nothing. It was the defendant's averment that all the property needs to be shared equally. In response the plaintiff stated that the defendant needs to show proof of his contribution in the acquisition of the property because he never contributed anything. Defendant said that he made contributions towards the purchase of the items, the repairs of the VW Bora and the money for food and for use on a daily basis. The plaintiff disputed it all saying that since the parties stayed apart each one footed their own expenses. She said that the defendant would sometimes fail to pay his own rent and she would pay for him whenever the landlord telephoned her. He would hire a taxi when he would come to visit her and would make her pay the taxi fare saying that he had no money. She said that although the defendant brought the VW Bora to Harare for repairs from Mutare where she was working, she had to pay for those repairs by giving him the money to make payment. The plaintiff also said that they could not have used cash they got at the wedding to buy the Nissan Teana and Mitsubishi Pajero as the defendant averred because the wedding happened on 24 April 2013 yet the motor vehicles were bought in December 2015 and 2017 respectively, more than two and half years later.

The defendant said that at the wedding he contributed by paying for the photographs, providing the beast that was slaughtered and also paying for the disco. The plaintiff denied it.

The plaintiff denied that the defendant ever gave her money during the subsistence of their marriage. He always said he had no money.

When the defendant testified he said that of the items the plaintiff said he acquired before they got married, the bed he had was not his but his nephew's. He also said that he never had 14 cows but 4. He admitted that he indeed had the rest of the property the plaintiff said he had. He admitted that the plaintiff would sometimes pay rentals for him when he did not have enough money. The defendant was at pains to tell the court his job title. He did not want to say it. When the court insisted that he tells the truth, after a struggle he finally said that he is a clerk earning a gross salary of \$428.00 and a net salary of \$111.00. When the court asked him to produce his payslip it showed that he earns a gross salary of \$249.00, allowances of \$179.00 and deductions of \$316.00. His conduct showed that he had never told his wife the truth about his job description throughout their marriage. Like she said, he was hiding his payslips from her. He had never been a legal officer as he had once told her because one cannot be a legal officer today and then be promoted to a clerk. There is no such promotion. These are two different jobs with different qualifications. In any case the job of a clerk is an inferior job to that of a legal officer. The defendant said that the VW Bora that the plaintiff acquired on her own before they got married is a non-runner now. He said that the plaintiff can have it while he takes the Nissan Teana that was acquired during the marriage.

Under cross examination the defendant said that he has 10 cattle which were left behind by his late brother who died 10 years ago. Asked if he has a total of 14 beasts including his, he said that his 4 beasts were no more as they were slaughtered at his mother's and brother's funerals and at his wedding. This testimony shows that he was not a credible witness because in his evidence in chief he had said that he has 4 beasts only. He said that he contributed \$5 000.00 and a beast towards their wedding. Again this was a contradiction because he had earlier on said that he had paid for the photographs, disco and provided the beast that was slaughtered. He had not put it to the plaintiff that he had contributed \$ 5000 despite the plaintiff repeatedly saying that he did not contribute any money towards the wedding. He said that although he was earning \$290.00 per month, he got a housing loan of \$40 000 from his employer in 2012 and he used part of it to contribute to their wedding. The defendant never put all this to the plaintiff in cross examination. Even the contributions he said he made during the wedding preparations are now different from what he said he contributed when he was cross examining the plaintiff. The defendant said that he got the loan of \$40 000 in 2012. If he had got this house loan in 2012 he would not have borrowed money to pay the bride price from the plaintiff in 2013. In any case he

gave no explanation why he did not buy a house using the housing loan if the loan was from his employer and it was meant to buy a house. It is also questionable that the employer gave him the loan in cash. Like the plaintiff said, the defendant is just a person who lies without effort. Telling lies comes more naturally to him than telling the truth. He tells one false story after the other and the stories just do not add up. I do not know if it is a personality disorder or if he does it calculatedly for personal gain. May be it is a combination of both. The plaintiff said that he is a smooth talker. I suppose to an extent she was right because he got her to do her bidding right from the time they were still dating and throughout their marriage. He got her to pay her own bride price, pay for the wedding preparations by herself, buy property by herself, pay rentals for him on some occasions and pay his taxi fares after he had hired a taxi.

In sharing property upon the dissolution of a marriage upon divorce, s 7(1) of the Matrimonial Causes Act [*Chapter 5:13*] is applicable. The provision reads:

“7 Division of assets and maintenance orders

(1) Subject to this section, in granting a decree of divorce, judicial separation or nullity of marriage, or at any time thereafter, an appropriate court may make an order with regard to—
(a) the division, apportionment or distribution of the assets of the spouses, including an order that any asset be transferred from one spouse to the other”

The court considers all the assets of the parties that they each or both acquired before the marriage, during the marriage and even after separation. This is all matrimonial property for purposes of distribution. The only property that is excluded from distribution is the property that is listed in s 7 (3) of the same Act. The court can even order transfer of property from one spouse to the other as it distributes the property in an endeavour to achieve fair and equitable distribution between the parties. To achieve this, the court is enjoined to look at a wide spectrum of the circumstances of the case including those that are listed in s 7(4) of the Matrimonial Causes Act which are: the income-earning capacity, assets and other financial resources which each spouse has or is likely to have in the foreseeable future; the financial needs, obligations and responsibilities which each spouse has or is likely to have in the foreseeable future; the standard of living of the family; the age and physical and mental condition of each spouse; the direct or indirect contribution made by each spouse to the family, including contributions made by looking after the home and caring for the family and any other domestic duties; the value to either of the spouses of any benefit, including a pension or gratuity, which such spouse will lose as a result of the dissolution of the marriage and the duration of the marriage. In so doing the court shall endeavour as far as is reasonable and practicable and, having regard to their conduct, to place

the spouses in the position they would have been in had a normal marriage relationship continued between the spouses.

What is pertinent in the present matter is that this was a very short lived marriage where the parties worked and stayed in different towns from the start of the marriage up to the very end. Each party was responsible for running his or her household where he or she stayed. They would visit each other mostly during weekends. Each therefore has property where they are staying. The plaintiff's suggestion that each party retains the property that is in their custody is a noble one. It enables continuity of what the parties were accustomed to during their marriage and this is what would have prevailed had the marriage continued. However, the defendant was not of this view. He listed what he wants awarded to him and it includes property that he acquired before the parties got married, the property that the plaintiff acquired before they got married and some of the property that was acquired during the marriage. Except for three items, the Nissan Teana, the king size bed and the head board, the plaintiff was agreeable to the defendant taking all the other items he indicated he wants. In light of this concession and compromise the court will award to him all the property that the plaintiff said he can have.

The court will not award to the defendant the Nissan Teana, King size bed and the head board for the reasons that the court was satisfied by the plaintiff's evidence that when she acquired these items the defendant never contributed towards their acquisition. He always said that he did not have money. The defendant did not satisfy the court that the Nissan Teana was bought in December 2015 using proceeds from the wedding which was done in April 2013. He adduced no evidence to show that the plaintiff had been keeping money from the wedding for more than 2 years just to buy the car. The plaintiff's bank statement showed that the plaintiff used monies from the account, which the defendant did not dispute. The plaintiff was earning much more than what the defendant was earning. The defendant had always earned less than what the plaintiff was earning by far. Over and above that, he was dishonest about it. This was not a marriage that was based on true love. What they had was not a normal marriage where parties make financial contributions to the best of their abilities. Evidence shows that it is the plaintiff who met the bulk of the financial obligations right from paying the bride price for herself and footing the wedding costs by herself. Despite the parties living and working in separate towns, the plaintiff who had accommodation provided by her employer, would pay rent for the defendant whenever he did not or failed to pay his own rent which was \$180.00 per month and then \$60 per month when he moved accommodation. This was not a case of a married couple pulling resources together, but a case of the wife pulling her own resources for herself and for

the defendant too whilst the defendant never parted with a cent of his. He was discreet about his finances and refused to contribute towards the purchase of any property. Now that the parties are divorcing he now wants to be awarded the Nissan Teana which the plaintiff bought by herself and which car she has always used. She also uses it at work. The defendant cannot have his cake and eat it. The defendant is a person who simply did a mathematical calculation and realised that a marriage to the plaintiff was his ticket to a very good and pampered life. When he got married to the plaintiff he had no bed of his own at the age of 35. He was using a borrowed bed from a nephew. Now he wants to walk out of the marriage of 5 years with a car that he never contributed for its acquisition so that the plaintiff can walk out with a non-runner VW Bora she had before she got married to him. He contributed nothing but misery to the plaintiff during the short lived marriage. He cannot expect to reap from where he did not sow. He now wants to walk out with a King size bed and a head board which the plaintiff bought. He does not even want one of the double beds the plaintiff had before they got married. The defendant is under some illusion for he strongly believes that the dissolution of the marriage should benefit him at the expense of the plaintiff even though he never made any financial contributions towards the acquisition of the property. I will award the King size bed which goes together with the headboard to the plaintiff and award to him one double bed which the plaintiff acquired before the parties got married. Although the defendant never bought any car before or during the marriage, I will award to him the VW Bora motor vehicle and the rest of the property that the plaintiff said he can have. She was very generous with him, otherwise his conduct right from the start of the marriage up to the very end did not warrant him to get more than what he contributed. He was just a burden to the plaintiff.

Post-divorce maintenance for the defendant

The defendant wants to be paid maintenance in the sum of \$600 per month by the plaintiff until he remarries or dies whichever comes first. In the pleadings he said that he needs this money because he is suffering from kidney failure and he needs constant treatment for it. He also said that the plaintiff had introduced him to a high life style of staying in low density areas, eating good and expensive food. In his evidence he reiterated that he wants the money for his medical treatment and general upkeep.

The plaintiff objected to paying maintenance to the defendant saying that she was not responsible for his medical condition. She said that when they met the defendant already had the kidney problem and as such she cannot be made to pay for his medical treatment. She said that

during the marriage initially the defendant had a medical aid with Premier Service Medical Aid Society (PSMAS) but for reasons to the plaintiff unknown he cancelled it. Whenever he had medical check-ups he would come to her for money and she would give him. Eventually it was expensive for her and she ended up putting him on her medical aid, First Mutual Life. Since the defendant was her husband, her employer was contributing 80% towards the medical aid. She said that with the divorce, her employer will stop the contributions and she personally will not afford to pay for his medical aid. She also said that initially the defendant was renting 2 rooms in Hatfield paying rent in the sum of \$180 / month, but he would default making payments and she would pay for him. He later moved to Glen View where he says he now pays \$60.00 per month. Now he is paying that amount. She said that she was never responsible for his upkeep as each person was responsible for their upkeep. He never contributed for her upkeep as he always said that he had no money yet on his payslip he had a monthly maintenance deduction of \$85.00 which he says is for the maintenance of his late brother's children. His explanation that it is for his 2 late brother's children who were entitled to inherit some beasts which belonged to their father which he refused to honour is illogical. He said that he told their mother that they can only get those beasts when they reach the age of 18 years. In turn the mother sued him for maintenance. He said that he has been maintaining them for the past 10 years.

I find the defendant's story highly incredible. It does not make sense that he would be held liable for maintaining children who are not his. He has no such obligation at law. It is also incredible that the defendant would refuse to give these children their inheritance on the basis that he wants them to get it when they reach 18 years. It does not make sense that he would opt to pay maintenance for them from his little salary. To what end? The story does not make sense. It is just but a lie. The defendant must be maintaining his own children, but as is characteristic of him, he just chose not to tell the plaintiff the truth. The defendant cannot say that the plaintiff had exposed him to a high standard of living. The parties were staying separately during the marriage with each party meeting their financial obligations for their upkeep. Moreover, he was and still stays in a one room in a high density area of Glen View. The short duration of the marriage, the way the parties lived and how the defendant was dishonest with the plaintiff right from the very start does not make him entitled to any post- divorce maintenance by the plaintiff at all. Moreover he is employed. It is clear that he married her for financial gain and nothing more. He never gave her the care that she expected and deserved. He never gave her any money. He went to the extent of cancelling his own medical aid for the plaintiff to meet all his medical treatments. She ended up putting him on her own medical aid. The plaintiff is a woman who

suffered emotionally throughout her short lived marriage. Now that the parties are divorcing he wants maintenance in the sum of \$600 per month. This amount is 6 times his net salary of \$111 / month. He wants the plaintiff to pay him that much on the simple basis that she was once married him. This is despite the fact that he is actually paying maintenance to 2 children whom he says are not his. Furthermore, despite being employed he does not want to apply for his own medical aid cover and pay for his own medical treatments. This court does not believe that the conduct of the defendant in the marriage and the fact that he is employed and well capable of paying for his own medical aid warrants the plaintiff to be ordered to maintain the defendant. His health problems are supposed to be his burdens. With the \$85.00 that he is paying per month to maintain children that are not his, he can have the maintenance order cancelled so that he can pay for his own medical aid. There is no logic in the defendant's suggestion that the plaintiff should continue paying for his medical treatments whilst he continues paying for funeral policies that he took out for the plaintiff's parents. He can discontinue these policies and let the plaintiff take care of her parents as she suggested. The plaintiff said that she has always stayed with her sister's child whom she sends to school. She also looks after her invalid 78 year old father. Her net salary is \$700.00 from a gross salary of \$1 600. Just like the defendant, she also has loan deductions on her payslip. It is illogical to award \$600 as maintenance to the defendant and make the plaintiff remain with \$100 per month. The defendant said that the plaintiff has a company and gets income from that company, but he did not provide any proof of that company and that she is a director thereof. He also provided no proof of the amount of income she gets from that nameless company. He had no single document to support this. In any event post-divorce maintenance is not as of right. Maintenance for a working spouse is no longer justifiable. See *Chiomba v Chiomba* 1992 (2) ZLR 197 (); *Rabvukwa v Rabvukwa* 2004 (1) 530 (H) and *Mhlanga v Mhlanga* HH 70-11.

In view of the foregoing, it be and is hereby ordered that:

1. A decree of divorce is granted.
2. The plaintiff is awarded the following property:-

Stand 3492 Dulibadzimu, Beitbridge

Nissan Teana reg no. ADW 2358

Dish washing machine

1 double bed

King size bed

1 lounge suite

Dstv explorer
46 Inch Television set
1 microwave
1 electric pan
Generator
Head board
1 industrial fan
Upright fridge
4 plate stove
Dressing table
Kitchen utensils

3. The defendant is awarded the following property:-

Stand in Damafalls, Ruwa
VW Bora reg no. ABU 6262
Clothes washing machine
1 double bed
Coffee table with 4 stools
Dstv decoder
1 electric pan
1 heater
Gas tank
LG T.V
Gas stove

4. The plaintiff shall sign the transfer papers for transfer of ownership of the VW Bora Motor vehicle to the defendant upon the defendant paying the transfer costs.
5. In the event of the plaintiff failing to sign the requisite transfer documents, the sheriff be and is hereby directed to sign the documents for transfer of ownership of the VW Bora motor vehicle to the defendant.
6. The defendant's claim for maintenance is dismissed.
7. Each party is to bear its own costs.

Mambosasa, plaintiff's legal practitioners