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

Appeal/109/2021
CAZ/08/04/2021

BETWEEN:

AFRISEC MANAGEMENT LIMITED **APPELLANT**

AND

PETROS PHIRI AND 12 OTHERS **RESPONDENTS**

CORAM: KONDOLO SC, MAKUNGU, MAJULA JJA
On 18th May 2023 and 26th June, 2023

For the Appellant: *Mrs. M. Kaluba Mwansa* of Messrs AMW & Company

For the Respondent: *Mr. Butler A. Sitali of Messrs Butler & Company*

J U D G M E N T

Kondolo SC, delivered the Judgment of the Court.

CASES REFERRED TO:

1. **Buk Truck Parts Limited v Sinyenga (Appeal No.59/2016 SCZ/08/348/2015) [2018] ZMSC 356 (11 December 2018)**
2. **Nawa v Standard Chartered Bank PLC SCZ/1/2011**
3. **Chilambe v Jimbara Merchants (Appeal No. 101/2015) [2018] ZMSC (13 March 2018)**
4. **Inter Market Banking Corporation (Zambia) Limited v Graincom Investments Limited SCZ Judgment No. 14 of 2014**

5. **The Attorney General v Marcus Kampamba Achiume (1983) ZR 1**
6. **Holmes Limited v Buildwell Construction Company Limited (1973) ZR 97 (H.C)**
7. **Collett v Van Zyl Brothers Limited (1966) ZR 65**
8. **Charles Nyambe & 182 Others v Buks Haulage Limited App No.202/2014**
9. **Masauso Zulu v Avondale Housing Project (1982) ZR 175**

LEGISLATION CITED:

1. **Industrial and Labour Relations Act, Chapter 269 of the Laws of Zambia**
2. **Minimum Wages and Conditions of Employment (General) Order Statutory Instrument No. 2 of 2011.**

1.0 INTRODUCTION

1.1. This is an appeal against the Judgment of Justice E. Mwansa dated 11th December, 2020.

2.0 BACKGROUND

2.1. The Respondents and Appellant were the Complainants and Respondent respectively in the Court below.

2.2. The Respondents commenced an action against the Appellant by way of Complaint in the Industrial Relations Division of the High Court (HCIRD) under **Section 85 of the Industrial and**

Labour Relations Act, Chapter 269 of the Laws of Zambia on 5th February, 2016.

2.3. The Respondents complained that when their contracts of employment came to an end, the Appellant refused to pay them their entitlements under the **Minimum Wages and Conditions of Employment (General) Order, Statutory Instrument No. 2 of 2011** (The S.I.)

3.0 COMPLAINANTS' CASE

3.1. The Complaint was supported by an affidavit in which it was attested that the Respondents were employed on diverse dates as Asset Controllers (Motor Vehicle Escort Security Guard) escorting the vehicles out of Zambia to various locations in South Africa, Zimbabwe, Botswana and Namibia.

3.2. That despite working outside Zambia, the Appellant never paid the Respondents subsistence allowance at the rates prescribed in the S.I.

3.3. The Respondents averred that the Appellant required them to buy their own apparel as uniform to be worn when performing their duties. They were also required to buy smart phones and sim cards for use in the discharge of their duties but the Appellant paid for airtime.

3.4. That, when their employment contracts came to an end on 30th August 2015, the Respondents claimed for payment of subsistence and tool allowance as provided under the S.I., but the Appellant refused to pay the said allowances.

3.5. The Respondents therefore sought the following reliefs from the Appellant:

1. *Payment of subsistence allowance earned during their employment at the rate prescribed by the Minimum Wages and Conditions of Employment (General) Order Statutory Instrument No. 2 of 2011.*
2. *Payment of tool allowance earned during their employment at the rates prescribed by the Minimum Wages and Conditions of Employment (General) Order Statutory Instrument No. 2 of 2011.*
3. *Interest and;*
4. *Costs*

3.6. **Respondents' Evidence at the Hearing**

3.7. When the matter came up for hearing, Petros Phiri CW 1 testified on behalf of the Respondents and he mostly repeated the contents of the affidavit in support of the complaint.

3.8. He added that after crossing over into neighboring countries they would hand over the vehicles they were escorting. When they travelled to Zimbabwe and Botswana they would spend two nights before travelling back to Zambia at their own cost. When they travelled to South Africa they would be away for up to 7 days.

3.9. He testified that when they traveled to South Africa using the Beit bridge route through Livingstone, the journey normally took five days. After Crossing into South Africa, they would hand over the trucks to their supervisor and head back to Zambia on a bus, as the company never provided

accommodation but gave each of them $45 and K450 for transport and food respectively.

3.10. CW 1 further testified that whenever the Respondents spent nights in South Africa, they lodged at the City Inn Lodge which was paid for by the company.

3.11. That, when they used the Kazungula route, they would leave Lusaka in the morning, spend a night in Livingstone after which they would proceed to the Kazungula border where they would cross and proceed to Messina where they would spend a night after being cleared by authorities.

3.12. CW 1 told the Court that the Appellant would pay the Respondents K625 as ration money and $120 for transport to come back to Lusaka by bus and for airtime. However, at times, the Respondents would be required to remain in South Africa for up to two weeks to attend to shunting duties where they would receive trucks crossing into South Africa and escort them to various offloading points. The Appellant would pay them $250 after which they would travel back to Zambia and arrive on the 16th day.

3.13. In respect of the tools allowance, he testified that the apparel was bought by the Respondents to use during their duties consisting of blue jean trousers, belts and safety boots as uniform to be worn when performing their duties.

3.14. He told the Court that the Respondents were required to buy smart cell phones and sim cards for use in the discharge of their duties and the Appellant would provide them with airtime to enable them report on their position in transit.

3.15. CW1 stated that when the Respondents' contracts came to an end the Appellant ought to have paid them the subsistence allowance and tools allowance at the rate provided in the S.I. However, the Appellant failed or neglected to pay the said allowances to the Respondent.

3.16. CW1 concluded by saying that the Respondents should have been paid K195 per night locally and K390 per night in a foreign country. He stated that the payments made to them during the said trips were insufficient and as such the Court ought to order the Appellant to pay the difference.

3.17. **In cross-examination** CW1 confirmed that he and his Co-Respondents had written contracts of employment with the Appellant and that the said contracts of employment had been attested by officers from the Ministry of Labour. He also stated that during these trips, he did not incur any other expenses apart from airtime, accommodation and transport.

3.18. He added that on the day he started work, he already owned a phone, but the Appellant required them to buy smart phones so that they could take pictures in transit. He was however unable to produce any receipts.

3.19. **In Re-examination,** CW1 confirmed the Respondents were paid their gratuity after the matter went to the labour office, and also stated that blue jeans were only part of the uniform but did not consist of protective clothing.

4. THE APPELLANT'S CASE

4.1. The Appellant filed an answer supported by an affidavit sworn by Cedric Kirsten a Director in the Appellant Company. He deposed that the Respondents were given one-year contracts, which expired on 30th August 2015.

4.2. That the Respondents' terms of employment provided that their place of work, would be *en-route* to any destination that the Appellant's clients needed their goods to be taken. He deposed that the Respondents made international trips where they would spend a maximum of seven days on the road from Lusaka to Johannesburg through Chirundu and 9 days Lusaka to Johannesburg through Botswana.

4.3. For local trips, the average time for completion of the assignment, was one day apart from trips from Lusaka to Katima Mulilo which was three days. He deposed that subsistence allowance is provided to employees who spend nights away from home to cover all expenses such as accommodation food and transport. He added that the Respondents were provided with accommodation which was meant for its employees that spend nights away from home upon reaching their destination.

4.4. He testified that the Respondents were also provided with ration money, transport money and airtime to cover expenses in line with Annex 1 of their contracts of employment.

4.5. He further deposed that in the event that the Respondents exceeded the number of days set for completion of the assignments, the Appellant would pay additional money according to clause 5.1 of their contracts of employment.

Therefore, the Respondents claim for subsistence allowance amounted to unjust enrichment because they never spent their own money and could therefore not be reimbursed.

4.6. The Appellant disputed the Respondents evidence that they were not provided with uniforms. He stated that they were provided a uniform, which consisted of a cap with embroidered logo, two T-shirts, and a jacket. The Appellant requested that these be worn with blue jeans and closed shoes to look presentable.

4.7. The Appellant told the Court that the Respondents were not required to own smartphones but they were all given SIM cards, which had to be returned at the expiry of the employment contract.

4.8. The Appellant deposed that upon expiry of the Respondents' contracts of employment, the Appellant paid them all their dues including accrued leave days, monthly wages and gratuity which was discretionary as per clause 6 of the contract.

4.9. **Appellant's Evidence at the Trial**

4.10. Cedric Kirsten was called as RW1 and he basically repeated the contents of his affidavit. He emphasized that the Respondents' contracts of employment were approved by the labour office.

4.11. He agreed that the Respondents were not provided with jeans and he felt that the matter was brought to Court as an afterthought.

4.12. Nothing significant came out of cross examination.

5. DECISION OF THE LOWER COURT

5.1. After analyzing the evidence before it, the trial Court identified two issues for consideration as follows:

1. **Whether Statutory Instrument No. 2 of 2011 applied to the Complainants employment contracts and whether the Complainants were entitled to be paid subsistence allowance for the nights spent away from home whilst working outside Zambia.**
2. **Whether the Complainants were entitled to tools allowance for buying their own blue jeans and mobile phones for use during the course of their duty.**

5.2. The trial Judge reviewed **Section 2 (d) of the S.I** and held that the import of that provision is that the S.I. does not apply to the Respondents employment contracts because the contracts were attested by a proper officer of the Ministry of Labour.

5.3. The trial Judge held the view that the S.I. would have been applicable if their contracts and wages were less favorable than what is provided in the S.I.

5.4. He held that the facts show that the underpayment claimed was regarding a trip to Zimbabwe where the Respondents were paid $45 each, as transport money and k450 ration money per trip, instead of a minimum of K390 per day.

5.5. The trial Court observed that the S.I. provides the rate for work outside the country and that the Respondents ought to have been paid at K390 as subsistence allowance.

5.6. The trial Judge held that the Respondents failed to show proof of the actual days or periods that they worked away from home but merely gave scenarios and it was thus difficult for the Court to determine the exact amount by which the Appellant underpaid them.

5.7. The Court granted the Respondents claim for underpayment and referred determination of the quantum to the Deputy Registrar for assessment.

5.8. The claim for tool allowance was dismissed after the trial Judge referred to **section 17 of the S.I.** which defines tools as things used to make tasks easier. He held that under no circumstances can one classify apparel such as jeans, trousers, belt, and safety boots as tools.

5.9. The Court however found that the Respondents had to provide their own phones to execute their duties and in these circumstances the phones were essential for the job and qualified to be classified as tools. He observed that because the contracts of service did not provide for tool allowance, they were thus, on this issue, less favorable than what is provided in the S.I. and he, on that basis, ordered that the Respondents be paid tool allowance.

6. GROUNDS OF APPEAL

6.1. The Appellant, being dissatisfied with the Judgment, has appealed raising the following grounds of appeal:

1. **That the learned trial Judge erred in law and fact when he failed to record and consider all the evidence adduced at trial.**

2. That the learned trial Judge erred in law and in fact when he found that the Minimum Wages and Conditions of Employment (General) Order S.I No. 2 of 2011 was applicable to the Complainants employment contracts, contrary to the law and the evidence on record.
3. The learned trial Judge erred in law and in fact, when he found that the Respondents were entitled to payment of subsistence allowance under the Minimum Wages and Conditions of Employment (General) Order S.I No.2 of 2011 contrary to the evidence on record and the law.
4. The learned trial Judge erred in law and in fact when he found that the Respondents were entitled to payment of a tool allowance, contrary to the evidence on record and the law.
5. That the learned trial Judge erred in law and in fact when he referred the matter for assessment to the Registrar of amounts, allegedly due to the Complainants contrary to the evidence on record and the law.

6.2. **Appellant's Arguments**

6.3. The Appellant filed heads of argument dated 21st May, 2021 in which grounds 2 and 3 were argued together, followed by grounds 1, 4 and 5.

6.4. **The Respondents' Arguments**

6.5. The Respondent filed heads of argument but they were not considered for reasons to be given shortly.

7. THE HEARING

7.1. At the hearing, the Appellant relied on the filed heads of argument entirely.

7.2. It was brought to our attention that even though the Respondents' heads of argument in response were successfully filed they were improperly before Court because they were filed out of time.

7.3. Counsel for the Respondents made an impassioned application that we allow them to be filed out of time but we found no merit in the application and ordered that they be expunged from the record.

7.4. We then proceeded to consider the appeal on the basis of the Appellant's arguments.

7.5. In arguing grounds 2 and 3, the Appellant submitted that **section 2 of S.I. No. 2 of 2011** states that it only applies to those protected employees set out in the schedule contained in the S.I. and does not apply to employees engaged on specific employment contracts and those whose contracts have been attested to by a proper officer and whose wages and conditions of service have been adequately addressed.

7.6. The case of **Buk Truck Parts Limited v Sinyenga** [1] was cited, where **section 2 of S.I. No. 2 of 2011** was interpreted as follows;

> *".....employee in the General Orders means a protected worker specified in the schedule. The application of the General Order is also limited by the exclusion of certain other employees."*

7.7. The Appellant argued that the S.I. does not apply to employees with specific employment contracts attested by a proper officer. It was further stated that it is the duty of the labour office to scrutinize and ensure that contracts of employment do not abrogate the minimum conditions of service provided for by the law. That *in casu*, the Respondents' contracts were sent to the Labour office where they were attested and approved by a proper officer. *(see p. 165 of the record of appeal)*

7.8. That the Labour Office certified the Respondents' contracts and ensured that they were in compliance with the law. The Appellant emphasized that the trial Judge at page 11 of the Judgment stated that:

> *"Invariably the import of the above provision is that S.I No. 2 of 2011 should not apply to the Complainants employment contract, which it has been shown, was attested by the proper officer at the Ministry of Labour".*

7.9. The Appellant cited, the case of **Nawa v Standard Chartered Bank PLC** [2] where the Supreme Court considered **section 3 (1) of Cap 276** to prescribe by statutory order a minimum

wage for a group who are not covered by adequate provisions and held as follows;

> *"The group of workers envisaged under the Act are those for whom there is no adequate provision regulating their wages and conditions of employment. Those are the "protected workers" referred to in section 2 of Cap 276, and they are the ones to whom a statutory order made under this Act applies."*

7.10. The Appellant argued that the law does not preclude an employer from covering the expenses instead of paying allowances. That, where that is done, it cannot be said that paying allowances is less favorable than an employee covering the costs when both are intended to serve the same purpose, which is to ensure that the employee's costs are covered. It was submitted in that regard that the subsistence allowance was adequately covered.

7.11. The Appellant directed the Court to clause 5.1 on page, 32 of the record of appeal as read together with Annexure 1 appearing on page, 38 of the record of appeal, which provided that the Appellant would cater for all expenses incurred by the Respondents on each trip and this included, ration money, airtime, transport and accommodation. The Appellant stated that payments were made for each trip to ensure that the Respondents' expenses were adequately covered.

7.12. The Appellant pointed out that the record showed that the Appellant provided accommodation throughout the trip and where the Respondent incurred extra costs, they were

reimbursed by the Appellant. The Appellant referred to the evidence of CW1 at page 179 of the record of appeal where he testified that upon surrendering their trucks, the Appellant accommodated the Respondents at City Inn Lodge. This was on top of receiving the K625 for ration and $120 for transport and air time.

7.13. The Appellant cited the case of **Chilambe v Jimbara Merchants** [3] in which the Supreme Court held that, it mattered not, whether an allowance was called subsistence allowance or some other name as what was of importance was whether it served the same purpose.

7.14. The Appellant submitted that the purpose for which the Appellant covered the Respondents' expenses on travel abroad, served the same purpose as the subsistence allowance provided by **section 16 of S.I No. 2 of 2011** meaning that there was no basis for the lower Court's decision on this issue.

7.15. The Appellant opined that the conditions provided to the Respondents in their contracts of service were not less favourable than those provided in the S.I. It was pointed out that the Respondents were employed on specific contracts on the basis that their workstations would be *en-route* and not at a particular place. *(see Clause 2 at page 31 of the record of appeal)*

7.16. According to the Appellant, this meant that the Respondents did not actually spend nights away from home as envisaged under the law and were thus not entitled to a subsistence allowance as envisaged under the S.I.

7.17 That the claim for subsistence allowance could not arise where an employee's job description entails that he has been employed to spend nights away from home. In support of this, the Appellant cited the case of **Inter Market Banking Corporation (Zambia Ltd) v Graincom Investments Ltd** [4] where the Supreme Court stated as follows;

> *"... It is pertinent to observe that "redress" must follow both the evidence and the rules; and should, in itself, not lead to unjust enrichment."*

7.18. **In ground one** the Appellant recalled that the trial Judge had failed to record certain parts of RW1's testimony and that upon application by the Appellant, the trial Judge allowed the omitted testimony to be produced in the affidavit shown at pages 174-175 of the record of appeal.

7.19. It was submitted that the trial Judge erred by failing to consider the previously omitted testimony, which indicated that RW1 used a small phone for company business and had a smartphone for personal use. It was pointed out that the Respondents were given sim cards and those who didn't have phones were given small phones to ensure communication but they opted to use their own phones.

7.20. The Appellant submitted that the Judge's failure to consider this evidence resulted in the decision that the Complainants provided their own smartphones which were required for doing their work and that the smartphones were therefore tools and for that reason the Complainants were entitled to a tools allowance under the S.I.

7.21. It was submitted that the Complainants did not require a smartphone to do their work.

7.22. That the trial Judge's failure to consider this part of RW1's evidence resulted in an unbalanced evaluation of the evidence. The case of **The Attorney General v Marcus Achiume** [5] was cited where it states that an appellate Court is entitled to interfere with a Judgement where the trial Court made a decision on the basis of a misapprehension of the facts and on an unbalanced evaluation of the evidence.

7.23. **Though argued separately, ground 4**, basically expanded upon ground 1 and emphasized that there was no evidence supporting the allegation that the Respondents required smartphones to carry out their work. That there was no evidence that any of the Respondents owned smartphones that were used for work purposes.

7.24. That the Respondents' contracts of service did not require them to buy smartphones for the purpose of carrying out their duties. The Appellant cited the case of **Holmes Limited v Buildwell Construction Company Limited** [6] in which it was held that extrinsic evidence is generally not admissible to add, vary, subtract or contradict the terms of a written contract.

7.25. The Appellant submitted that the Respondents were basically security guards who escorted trucks and the nature of their job did not require a smartphone. That at page 7 of the record of appeal, the trial Judge noted that even though CW1 claimed that the Complainants bought smartphones for use at work, no receipts were produced. *(see page 5 record of appeal)*

7.26. The Appellant concluded ground 4 by submitting that from the totality of the evidence, the learned trial Judge should not have given any weight to the Respondents' claim for tool allowance or the evidence that they were required or expected to own a smart phone in order to carry out their duties. The case of **Collet v Van Zyl Brothers Limited** [7] was cited.

7.27. **In ground 5** it was argued that the trial Court erred by referring the matter for assessment when it had made no finding of liability. That the lower Court applied the S.I. to the Respondents without having made a finding that their conditions of service were in fact below the minimum wage.

7.28. That despite stating that the Respondents had failed to show whether what they were paid was below the minimum wage, the Court proceeded to send the matter for assessment. (*see page 21 of the record of appeal*).

7.29. It was further submitted that the Respondents did not even prove how much and when they were underpaid. That the trial Court should have dismissed the claim for underpayment on the ground that the Respondents had failed to prove. The case of **Charles Nyambe & 182 Others v Buks Haulage Limited** [8] was cited in which the S.I. actually applied to the Appellants but the Supreme Court held that they had failed to prove underpayment of their subsistence allowance because they had not produced any cogent evidence to show that they were underpaid.

7.30. It was prayed that the appeal be allowed.

8. ANALYSIS AND DECISION

8.1. We have considered the record of appeal, the heads of argument and the authorities cited.

8.2. The Appellant opted to argue grounds 2 and 3 together followed by grounds 1, 4 and 5 individually.

8.3. We on the other hand, shall consider ground 2 on its own and thereafter grounds 3 and 4 together and lastly grounds 1 and 5 together.

8.4. With regard to ground 2, the starting point should be to establish whether or not the **Minimum Wages and Conditions of Employment (General) Order S.I No.2 of 2011** applies to the employer-employee relationship between the Appellant and the Respondents.

8.5. The evidence shows that the parties had entered into contracts of employment which were submitted to the labour office and attested by a proper officer. The relevant section of the S.I. is section 2 which reads as follows;

> *"2. (1) This order shall apply to employees as specified in the Schedule but shall not apply to employees*
>
> *(d) in any occupation where wages and conditions of employment are regulated through the process of collective bargaining conducted under the Industrial and Labour Relations Act, or where employee-employer relationships are governed by specific employment contracts attested by a proper officer, and such conditions shall not be less favorable than the provisions of this Order.*

8.6. It is clear that the S.I. would not ordinarily apply to the contracts of service between these parties but the proviso states that the conditions in the specific contract of employment shall not be less favorable than the provisions of the S.I.

8.7. The question is whether the term "less favorable" is in relation to each and every provision or in relation to the entire contract *vis-à-vis* the S.I. as a whole. For example, in a hypothetical situation where the salary exceeds the minimum salary and all the allowances put together but offers no tool allowance would the contract be said to be providing conditions less favorable than those provided in the S.I.?

8.8. At page 19 of the record of appeal *(page J 11 of the Judgement)* the trial Judge opined as follows;

> *"Invariably the import of the above provision is that S.I No. 2 of 2011 should not apply to the Complainants' contracts, which it has been shown were attested by a proper officer of Ministry of labour. However, to be able to apply to the Complainants' case, their contracts and wages should not have been less favorable than what is provided in the Order"*

8.9. The trial Judge then proceeded to consider whether the Respondents were underpaid their subsistence allowance and whether they were entitled to tool allowance.

8.10. Having initially stated that the S.I. did not apply to the parties the trial Court appeared to proceed on the basis that the

conditions in the contract of service were less favorable than provisions in the S.I.

8.11. The trial Judge proceeded in this manner without actually making a finding on the issue and explaining the basis of such finding. He proceeded in this manner despite having stated as follows at page 21 of the record of appeal (J13 of the Judgement);

> *".....In their evidence, the complainants have failed to show proof of the actual days or periods they had to work away from home, but have merely given scenarios thus it is difficult for this Court to determine the exact difference they are claiming for and whether it is below the minimum wage requirement."*

8.12. In our view, the trial Judge erred by proceeding any further with this matter before determining whether the conditions in the subject contracts of employment were less favorable than the provisions in the S.I.

8.13. The Appellant argues that the mere fact that the contracts were attested by a proper officer means that they were certified as being more favorable than the S.I. We disagree because if that were the case, the proviso would have been irrelevant.

8.14. Notwithstanding this position, it is up to the party claiming that the conditions in their contract of service are less favorable than the provisions of the S.I. to prove that is the position. This is in consonance with the principle in **Masauso Zulu v Avondale Housing Project** [9] that he who alleges must prove. The Respondents failed to provide any evidence in that

regard save for alleging that they were underpaid. Ground 2 therefore succeeds.

8.15. **In respect of grounds 3 and 4** on subsistence allowance, and tool allowance, there is not a lot to say because the failure to determine whether the provisions in the S.I. are less favorable than the conditions in the contracts of employment renders any inquiry into the question as meaningless.

8.16. Regardless, the trial Judge proceeded to consider the two questions without first establishing whether the contracts of employment were less favorable than the S.I.

8.17. Even though that was the case, it cannot go without comment that the learned trial Judge contradicted himself on the question of subsistence allowance by finding that the Respondents had not proved their claim and yet proceeding to grant the claim on the basis that some amount of money had been paid to cover the Respondents' expenses on work trips away from home.

8.18. The same applies to tool allowance when the trial Judge made a finding that the smartphones allegedly bought by the Respondents were essential for the job in the absence of any evidence. Further, there was no cogent evidence that the Respondents had even actually bought smartphones for use at work. Grounds 3 and 4 consequently succeed.

8.19. With regard to grounds 1 and 5 our comments in the foregoing grounds quite evidently show that the trial Judge failed to consider all the evidence presented to him and he thereafter granted the reliefs sought by the Respondents despite finding that the S.I. did not apply to the subject contracts of

employment. He thereafter proceeded to consider claims made under the S.I. without making a finding as to whether the conditions in the contracts of employment were less favorable than the provisions of the S.I. There was clearly no basis for granting the relief.

8.20. The trial Judge misdirected himself by sending a defective award to the Deputy Registrar for assessment.

8.21. This appeal succeeds and each party to bear its own costs.

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M.M. KONDOLO SC
COURT OF APPEAL JUDGE

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C.K. MAKUNGU
COURT OF APPEAL JUDGE

.....

B.M. MAJULA
COURT OF APPEAL JUDGE