

IN THE HIGH COURT FOR ZAMBIA

2013/HN/201

HOLDEN AT NDOLA

(Civil Jurisdiction)

BETWEEN:

JOSERENE TRADING

PLAINTIFF

AND

BARCLAYS BANK ZAMBIA PLC

1ST DEFENDANT

LAFARGE CEMENT ZAMBIA LIMITED

2ND DEFENDANT

Before The Honourable Madam Justice M.C. Mulanda in Chambers.

FOR THE PLAINTIFF : Mr. T.T. Shamakamba,
Messrs Shamakamba & Associates

FOR THE 1ST DEFENDANT: Mr. K. Mwiche,
Messrs Robert & Partners

FOR THE 2ND DEFENDANT: Mr. D. Libati, Ms. K. Nalondwa,
Messdames Abha Patel & Associates

R U L I N G

CASES REFERRED TO:

1. *City Express Limited Vs. Southern Cross Motors Limited (2007) ZR 263.*
2. *Kumar Vs. Mutale (2013) ZR 398 Vol. 1.*

3. *Dominic Mulaisho Vs. Attorney General (2012) ZR 551.*
4. *Tito Vs. Warrel (No. 2), Tito Vs. Ag (1977) 3 All ER 129.*
5. *Zambia Consolidated Copper Mines Limited V Joseph Daniel Chileshe (2002) ZR 86.*
6. *King Vs. Victor Parsons & Co (1973) 1 All ER 206.*
7. *Sheldon & Others Vs. RHM Outwrit (1995) 2 ALL 558.*

LEGISLATION REFERRED:

1. *The Law Reform (Limitation of Actions) Act, Chapter 72 of the Laws of Zambia, Section 3.*
2. *The British Acts Extension Act Chapter 10 of the Laws of Zambia, Section 2.*
3. *Rules of the Supreme Court, 1999 Edition, Order 14A r.1 (1) and (2), Order 15, r.6 (5) (a), Order 18 Rule 19.*
4. *The Limitation Act, 1939 of the United Kingdom, Section 2 (1) (a).*

OTHER WORKS REFERRED TO:

1. *Halsbury's Laws of England, 4th Edition, Vol. 28, in paragraph 662 at page 298.*
2. *Chitty on Contracts, 26th Edition, General Principles at paragraph 1949.*

In this matter, the Plaintiff issued a Writ of Summons, accompanied by a Statement of Claim, against the 1st Defendant, from the District Registry at Ndola on 13th August, 2013, seeking the following reliefs:

- (i) An order for payment of the sum of US\$9, 900.00;
- (ii) An order for damages for loss of business;
- (iii) An order for damages for loss of use of the funds (profits);

- (iv) An order for damages for disregarding the Plaintiff's instructions to transfer the funds to Lafarge Cement Zambia Limited;
- (v) An order for damages for inconveniences;
- (vi) Interest and;
- (vii) Costs.

The Plaintiff, a firm registered under the Business Names Registration Act, Chapter 389 of the Laws of Zambia, stated in the Statement of Claim that it instructed the 1st Defendant Bank, where it held a United States Dollar Account, to transfer a sum of US\$9,900.00 from its Account to Lafarge Cement Zambia Limited for the purchase of cement for export to the Democratic Republic of Congo. The Plaintiff further stated that the said money was purportedly transferred by the 1st Defendant even though Lafarge Cement Zambia Limited denied receipt of the same. As a result of the non-transfer of the funds, the Plaintiff could not buy cement and export it for profit.

In its defence filed on 28th August, 2013, the 1st Defendant denied the Plaintiff's claim. It stated that the said funds were transferred from the Plaintiff's Account to Lafarge Cement Zambia Limited as instructed by the Plaintiff. Copy of Transfer Form showing the said transfer was exhibited and marked "CK1".

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Following the 1st Defendant's defence that the funds in issue were transferred to Lafarge Cement Zambia Limited, the Plaintiff filed on 1st September, 2016, an application for joinder of the said Lafarge Cement Zambia Limited to these proceedings. By consent of the parties, Lafarge Cement Zambia Limited was joined as 2nd Defendant.

On 25th April, 2017, when the matter came up for hearing, Mr. Shamakamba informed the Court that upon the 1st Defendant producing the Money Transfer Form showing the transfer of the funds to the 2nd Defendant, the Plaintiff had written to the 2nd Defendant to have the money refunded. He further told the Court that if the 2nd Defendant refunded the money, there would be no need to proceed to trial. Mr. Mwanza, Counsel for the 1st Defendant, indicated that he was aware of the Plaintiff's intentions.

On 20th May, 2017, during a status conference, Mr. Shamakamba told the Court that he had not received any response from the 2nd Defendant following his request that the 2nd Defendant refunds the money in issue.

Then on 22nd June, 2017, the 2nd Defendant filed the present application to have the action struck out and dismissed for being statute barred. The application is supported by an affidavit sworn by Mangiza Phiri, the Acting Sales and Marketing Director of the 2nd Defendant Company. The deponent averred that in 2009, the

Plaintiff in this matter, commenced an action against the 2nd Defendant by way of Writ of Summons dated 5th May, 2009 under Cause No. 2009/HN/155 in which it sought the following substantive reliefs:

- (i) An order for the refund of US\$9, 900.00;
- (ii) Damages for breach of contract for the supply of cement;
- (iii) Damages for loss of earnings and profits;
- (iv) Damages for inconveniences, mental torture, trauma, stress, loss, annoyance, injuries and damages caused.

He further averred that the said matter was discontinued by the 1st Plaintiff after which the 2nd Defendant was awarded costs. It was the Deponent's further averment that in 2013 the Plaintiff commenced the present action against the 2nd Defendant based on the same facts as the matter that was discontinued under Cause No. 2009/HN/155.

He further deposed that the Plaintiff's claim relates to the deposit of some funds made by the Plaintiff into the Account of Kabangu John Musasa, a registered customer of the 2nd Defendant. He averred that the Plaintiff was neither a customer nor a registered Account holder of the 2nd Defendant and that there was, therefore, no contractual relationship between the Plaintiff and the 2nd Defendant. According to the Deponent, since there was no relationship between the parties, and the fact that the 2nd Defendant

was not aware of the arrangement between the Plaintiff and Kabangu John Musasa, the 2nd Defendant delivered the cement directly to the said Kabangu John Musasa. Copies of the Tax Invoices and Log Book to show the transaction in question were exhibited and marked "MP1" and "MP2" respectively.

The Deponent went on to depose that the cement was delivered in accordance with the Account name used by the Plaintiff, namely, Kabangu John Musasa, when making the payment. In the circumstances, he averred that the Plaintiff ought to have pursued the said Kabangu John Musasa for the funds in issue.

It was the Deponent's further deposition that the right to claim in this matter, which accrued to the Plaintiff in 2008, had since expired after a period of more than six (6) years after the said accrual had passed. He deposed that in matters such as this, the period prescribed by law within which a person ought to bring an action from the date of accrual of the right to claim, was six (6) years.

The Deponent further deposed that the Plaintiff deliberately and unreasonably delayed in bringing its claim for over 6 years and therefore, slept on its rights. He averred that the 2nd Defendant should not, in the circumstances, be prejudiced by having to litigate a statute barred action which was earlier commenced and discontinued by the Plaintiff.

He concluded by urging the Court to dismiss the Plaintiff's action with costs.

On 28th August, 2017, the Plaintiff filed an affidavit in opposition which was sworn by John KabanguMusasa who referred to himself as the Plaintiff in this matter. He deposed that in the matter referred to by the 2nd Defendant under Cause No. 2009/HN/155; the 2nd Defendant had denied receiving the sum of US\$9, 900.00 from the 1st Defendant. Further that, it was upon that consideration that the matter was discontinued against the 2nd Defendant in order to pursue the 1st Defendant who were believed to have been holding the money.

On the 2nd Defendant's claim as stated in the affidavit of MangizaPhiri that Cement was supplied to the Plaintiff, the Deponent denied the allegation. He averred that the 2nd Defendant cannot be heard to state that the action was statute barred when the 2nd Defendant had informed the Plaintiff in less than three months that it had provided the cement after receipt of the money. He urged the Court to dismiss with costs the 2nd Defendant's application.

On 4th October, 2017, the 2nd Defendant filed an affidavit in reply which was again sworn by MangizaPhiri. He deposed that the said John KabanguMusasa who had sworn the affidavit in opposition on

behalf of the Plaintiff, was not a party to these proceedings. He maintained that the 2nd Defendant had never denied having received the sum of US\$9, 900.00, but that the same was deposited without any consent of or agreement with the 2nd Defendant. Copy of the Defence filed under Cause No. 2009/HN/155 was exhibited and marked "MP1".

On the Plaintiff's assertion that the previous action was discontinued on the basis that the 2nd Defendant had denied receipt of the money, the Deponent averred that, contrary to that view, the reason for the discontinuance was on the consideration that John KabanguMusasa was the person against whom the claim should lie. This was so because it was his Account that was used to deposit money to the 2nd Defendant, as well as to collect the cement from the 2nd Defendant.

It was further contended that the Plaintiff had an opportunity to recommence the action against the 2nd Defendant within time, even after discontinuing it, before the matter could become statute barred. The Deponent further averred that for over 6 years after the matter was discontinued, the Plaintiff slept on its rights when it failed to recommence the action against the 2nd Defendant. It was further averred that the 2nd Defendant should not be prejudiced by having to litigate a statute barred action which was earlier commenced and discontinued by the Plaintiff. He prayed that the Plaintiff's action should be dismissed with costs.

When the matter came up on 5th October, 2017, for hearing of the application, Mr. Libati, Counsel for the 2nd Defendant, submitted that the application was made pursuant to Section 3 of the Law Reform (Limitation of Actions) Act, Chapter 72 of the Laws of Zambia, as read with Order 18 Rule 19 of the Rules of the Supreme Court, 1999 Edition. He said he would rely on the affidavit in support and reply sworn by MangizaPhiri filed on 22nd June, 2017, and 4th October, 2017, respectively. Further reliance was made on the case of **CITY EXPRESS LIMITED Vs. SOUTHERN CROSS MOTORS LIMITED**⁽¹⁾.

Mr. Mwiche, on behalf of the 1st Defendant, informed the Court that he was supporting the 2nd Defendant's application.

In response, Mr. Shamakamba opposed the application and told the Court that he would also rely on the affidavit in opposition filed on 28th August, 2017. It was Counsel's submission that it was clear from the record that the funds were paid to the 1st Defendant which ought to have been remitted to the 2nd Defendant. He submitted that the 2nd Defendant had denied that they received the money from the 1st Defendant. It was his further submission that the Plaintiff only came to know that the money in question was transferred by the 1st Defendant to the 2nd Defendant after the 1st Defendant provided proof for such transfer as contained in the 1st Defendant's Bundle of Documents filed on 17th October, 2014. Counsel contended that the

right of action should be taken to have accrued at the time when the Plaintiff had knowledge that the 1st Defendant had transferred the money to the 2nd Defendant. It was his further contention that the matter was, in the circumstances not statute barred.

I have carefully scrutinized and considered the affidavit evidence as well as the submissions made by Counsel for the parties. The only issue to resolve in this matter is whether the action is statute barred and, therefore, should be dismissed as prayed by the 2nd Defendant. In considering whether the action is statute barred or not, I will have to first determine when the right of action accrued. Section 2 (1) (a) of the Limitation Act, 1939 of the United Kingdom which applies to Zambia by virtue of the provisions of Section 2 of the British Acts Extension Act, Chapter 10 of the Laws of Zambia, states that:

**“2. (1) The following actions shall not be
brought after the expiration of six
years from the date on which the
cause of action accrued, that is to
say:-
(a) actions founded on simple contract
or on tort;”**

Section 3 of the Law Reform (Limitation of Actions) Act, Chapter 72 of the Laws of Zambia, amended the said Section 2 (1) of the Limitation Act, 1939, of the United Kingdom as follows:

“In its application to the Republic, the Limitation Act, 1939, of the United Kingdom, is hereby amended as follows:

(a) by the insertion of the following proviso at the end of subsection (1) of section 2:

Provided that, in the case of actions for damages for negligence, nuisance or breach of duty (whether the duty exists by virtue of a contract or of provision made by or under a statute or independently of any contract or any such provision) where the damages claimed by the plaintiff for the negligence, nuisance or breach of duty consist of or include damages in respect of personal injuries to any person, this subsection shall have effect as if for the reference to six years there were substituted a reference to three years.”

In interpreting the foregoing provision, the Supreme Court in the case of **KUMAR Vs. MUTALE** ⁽²⁾ opined that:

“An examination of this amendment clearly shows that, if the claim for damages for negligence includes, or consists of damages in respect of personal injuries to any person, then the limitation period reduces from six years to three years. Otherwise, the limitation period remains six years.”

Further, in Halsbury's Laws of England, 4th ed., Vol 28, in paragraph 662 at page 298 the learned authors opined that:

“In an action for a breach of contract the cause of action is the breach. Accordingly such an action must be brought within six years of the breach; after the expiration of that period the action will be barred, although damage may have accrued to the plaintiff within six years of action brought.”

It is clear from the above provisions, and the case referred to, that in matters such as the present action, the limitation period within which to commence an action is 6 years from the date when the right of action accrues.

In the case of **DOMINIC MULAISHO v ATTORNEY GENERAL**⁽³⁾, it was held that:

“The statutory time period begins to run immediately on the accrual of the action. That is when the Plaintiff's right to institute a suit arises. If he brings a suit after the statutory period has run, the defendant may plead a statute of limitation as a defence.”

It has been contended by the 2nd Defendant that the right of action accrued in 2008. The 2nd Defendant, however, admitted that the Plaintiff was within time when it commenced the initial action in

2009 under Cause No. 2009/HN/155 which was later discontinued. It was further contended that even when the Plaintiff had discontinued the matter against the 2nd Defendant, the Plaintiff was still at liberty to recommence another action before the expiry of the statutory six year period. Considering that the 2nd Defendant was only joined to these proceedings in 2016, it was argued that the matter was statute barred against it.

On the other hand, it was the Plaintiff's contention that the statutory time should be taken to have started running from the time when the Plaintiff had proof of the 1st Defendant's transfer of the money in issue to the 2nd Defendant. The Plaintiff argued that the initial matter under Cause No. 2009/HN/155 was discontinued, because the 2nd Defendant, who was the defendant in that matter, had denied that the Plaintiff's Bank, the 1st Defendant in this matter, had transferred the said money to them. However, the 2nd Defendant denied that it had refused having received money from the 1st Defendant Bank. According to the 2nd Defendant, the Plaintiff discontinued the matter because it wanted to pursue Kabangu John Musasa who was alleged to have received the cement on behalf of the Plaintiff.

It is not in dispute that the right of action accrued in 2008 when the Plaintiff alleged that the cement it had purchased through Kabangu John Musasa who held an account with the 2nd Defendant, had not been delivered. It is further not in dispute that,

following this accrual of the right of action, the Plaintiff commenced an action against the 2nd Defendant under Cause No. 2009/HN/155 which was later discontinued. There are varying reasons given by both the Plaintiff and the 2nd Defendant for the discontinuance of that action. The Plaintiff alleged that the matter was discontinued, because the 2nd Defendant had denied receiving US\$9, 900.00 from the 1st Defendant which money was meant for the purchase of cement. The matter had to be discontinued so as to pursue the 1st Defendant for a refund. The 2nd Defendant on its part stated that the reason for the discontinuance of the matter was to enable the Plaintiff to pursue Kabangu John Musasa who was alleged to have received the cement.

I had the opportunity of perusing the discontinued matter under Cause No. 2009/HN/155. The Statement of Claim which accompanied the Writ of Summons filed on 5th May, 2009, clearly does not support the Plaintiff's claim that it had no proof that the 1st Defendant had transferred the funds to the 2nd Defendant. Paragraphs 4 to 7 and part of 10, of the said Statement of Claim were couched as follows:

"4. The Plaintiff on the 29th October, 2008 instructed its Barclays Bank Zambia Limited where it holds account number 001-1054196 to transfer the sum of US\$9, 900.00 to Chilanga Cement PLC account number 001-1005098 held at Barclays Bank Zambia Limited.

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5. *The said transfer was confirmed by the Bank as per the transfer document of 29th October, 2008 which was transaction number 54/000014.*

6. *The Defendant has failed to provide the Plaintiff with the cement inspite of paying for the same.*

7. *The Plaintiff claims for the refund of US\$9, 900.00 plus interest and all bank transfer expenses incurred.*

10. *The Plaintiff has had to visit the Bank to establish the true position of the sum of US\$9, 900.00.”*

In its Defence, the Defendant did not deny receiving the money from Barclays Bank Zambia PLC, as claimed by the Plaintiff. For the avoidance of doubt, I have decided to reproduce some parts of the Defence which are relevant to the issue, particularly paragraphs 4, 9, 12 and 13 as follows:

“4. The Defendant admits the contents of paragraphs 4 and 5 of the Plaintiff’s Statement of Claim in so far as it states that the Plaintiff deposited money into the Defendant’s Bank Account held at Barclays Bank

9. The Defendant will aver at the trial that the money that the Plaintiff deposited into the Defendant’s Bank Account aforementioned was credited to the said John Kabangu’s Account and that another deposit of the same sum of US\$9, 900.00 was also deposited to the said Defendant’s Account by the said John

KabanguMusasa on the same date of 29th October, 2008.

12. The Defendant will further aver at the trial that the cement was duly supplied by the Defendant and collected by the said John KabanguMusasa.

13. The Defendant therefore avers that the Plaintiff's claim should therefore be against John KabanguMusasa and not the Defendant as John KabanguMusasa duly collected the cement for which the Plaintiff paid as there was an Agency agreement between John KabanguMusasa and the Plaintiff."

On 8th July, 2010, when the matter came up for hearing before Kabuka, J, as she then was, Mr. Shamakamba, Counsel for the Plaintiff, addressed the Court as follows:

"My position is that I am discontinuing this matter".

Ms. N. Mulenga who was representing the Defendant responded that:

"In the circumstances, if the Plaintiff is discontinuing the matter then we apply for an order for costs incurred by the Defendant."

The Court granted the application to discontinue the matter as follows:

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“Application to discontinue matter granted with costs to the Defendant.”

I have taken all this effort in restating what had transpired under Cause No. 2009/HN/155, which was discontinued, in order to give a clear picture of what had happened. The reason for discontinuing the action was not stated. In the face of the Defence filed by the Defendant in the discontinued matter, I do not agree with the reason given by the Plaintiff that the matter was discontinued because the 2nd Defendant had denied receipt of the funds from the 1st Defendant. The Plaintiff claimed that it only had proof that the funds were transferred by the 1st Defendant after the Transfer Form “CK1” dated 29th October, 2008 was filed by the 1st Defendant on 14th March, 2017. This claim is surprising because, a perusal of the said Transfer Form bears the same transaction number, 54/000014, as indicated by the Plaintiff in the Statement of Claim in the discontinued matter under Cause No. 2009/HN/155. This only goes to show that the Plaintiff was aware at the time it initially commenced the discontinued matter against the 2nd Defendant that the 1st Defendant had transferred the funds as instructed.

The question that still remains to be resolved is whether the statutory period was halted or had stopped to run during the time the Plaintiff discontinued Cause No. 2009/HN/155 and pursued the 1st Defendant instead.

Chitty on Contracts, 26th edition at paragraph 1949, provides the general principle on the subject as follows:

“The general principle is that once time has started to run, it continues to do so until proceedings are commenced or the claim is barred. The principle is that a plaintiff who is in a position to commence proceedings and neglects to do so accepts the risks that the unexpected subsequent event will prevent him from doing so within the statutory period.”

Further in the case of **TITO Vs. WARREL (No. 2), TITO Vs. AG** ⁽⁴⁾, it was stated that:

“.....I also have in mind one of the general principles of the legislation on limitation..... this is that, once time begins to run, it runs continuously and that this principle can be ousted only by a statutory provision....”

Not even negotiations between the parties can stop the time from running. I am fortified by the decision of the Supreme Court in the case of **ZAMBIA CONSOLIDATED COPPER MINES LIMITED v JOSEPH DANIEL CHILESHE** ⁽⁵⁾, when it held that:

“Negotiations would not and do not stop the time from running.”

Proceeding on the basis of the foregoing authorities, I find that time was not halted from running when the Plaintiff decided to discontinue the matter against the 2nd Defendant. It continued running until the matter became statute barred in 2014.

There is, however, an exception to the general rule. The law on the instance when the general principle would not apply was concisely put by Lord Denning in the case of **KING Vs. VICTOR PARSONS & CO.**⁽⁶⁾ as follows:

**“The law By s 26(b) of the Limitation Act 1939, when -
‘the right of action is concealed by the fraud of [the
defendant, or his agent] ... the period of limitation
shall not begin to run until the plaintiff has
discovered the fraud ... or could with reasonable
diligence have discovered it ...”**

Further, in the case of **SHELDON & OTHERS Vs. RHM OUTWRIT**⁽⁷⁾, the House of Lords held that:

**“Where there has been concealment, the Plaintiff
has full or six years from the date of discovery of
concealment.”**

In the present matter, there is no evidence of fraudulent concealment, by the 2nd Defendant, that the US\$9, 900.00 was not transferred by the 1st Defendant, from the Plaintiff's Account, to its Account for the purchase of cement. The Plaintiff commenced an

action against the 2nd Defendant for the refund of the money immediately it concluded that cement was not delivered. As I have already found, the Plaintiff was fully aware that the 2nd Defendant did not deny that money was transferred by the 1st Defendant to the 2nd Defendant.

Having found that there was no concealment, it cannot be said that the statutory time should be taken to have started running from the time when the 1st Defendant filed a Copy of Transfer Form on 14th March, 2017. This is so because, in the Statement of Claim of Cause No. 2009/HN/155, the Plaintiff clearly stated that it was aware that Barclays Bank Zambia Limited had transferred the money to the Defendant. The Plaintiff went further even to disclose the transfer transaction number as 54/000014. In fact, the Plaintiff stated that in its effort to verify the transfer of the funds, it approached Barclays Bank Zambia Limited who confirmed the said transfer.

I am satisfied that the statutory time started running from 2008 to 2014. At the time when the 2nd Defendant was joined to these proceedings on 1st September, 2016, six years from the date of accrual of the right of action, time had already expired thereby making this matter statute barred. The joinder of the 2nd Defendant to these proceedings is, therefore, unattainable. I am guided by the provisions of Order 15, r.6 (5) (a) of the Rules of the Supreme Court of England, 1999 Edition, which states that:

“No person shall be added or substituted as a party after the expiry of any relevant period of limitation unless the relevant period was current at the date when proceedings were commenced and it is necessary for the determination of the action that the new party should be added or substituted...”

Accordingly, I dismiss this matter for being statute barred.

I, however, note that the application to dismiss the action was only in respect of the 2nd Defendant. Nonetheless, the basis of the action against the 1st Defendant was that it never followed the Plaintiff's instructions to have the funds in issue transferred to Lafarge Cement Zambia Limited. Although the Plaintiff later admitted that the 1st Defendant provided proof of transfer of the funds and further that there was acknowledgement by Lafarge Cement Zambia Limited of having received the money, the Plaintiff did not, however, discontinue the action against the 1st Defendant. In the circumstances, the Court has decided to invoke Order 14A of the Rules of the Supreme Court 1999 Edition to determine this matter as against the 1st Defendant without a full trial of the action. Order 14A Rule 1 (1) (2) of the Rules of the Supreme Court, 1999 Edition reads as follows:

“1. (1) The Court may upon the application of a party or of its motion determine any question of law or construction of any

document arising in any cause or matter at any stage of the proceedings where it appears to the Court that:-

- (a) Such question is suitable for determination without a full trial of the action, and**
 - (b) Such determination will finally determine (subject only to any possible appeal) the entire cause or matter or any claim or issue therein.**
- (2) Upon such determination the Court may dismiss the cause or matter or make such order or judgment as it thinks just."**

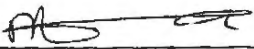
As I have already alluded to, the Plaintiff admitted that the 1st Defendant had transferred the funds in issue to Lafarge Cement Zambia Limited as instructed. A Copy of the Transfer Form "CK1" dated 29th October, 2008 was exhibited by the 1st Defendant. The Plaintiff indicated that it was satisfied that the Transfer Form was proof that the money was truly transferred by the 1st Defendant. The Court is equally satisfied that based on the document in question (Transfer Form), the 1st Defendant transferred the money to Lafarge Cement Zambia Limited. Proceeding to hear the whole matter will be an academic exercise as the question that the Court was required to determine is no longer in contention, i.e. whether or not the 1st Defendant failed to transfer the money to Lafarge Cement Zambia Limited as directed by the Plaintiff.

Accordingly, I dismiss the matter also against the 1st Defendant. I order costs for both the 1st and 2nd Defendants to be taxed in default of payment.

Leave to appeal to the Court of Appeal is hereby granted.

Dated at Ndola this ^{9th}..... day of ^{November}..... 2017.




M.C. MULANDA
JUDGE