

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

Appeal No. 119 of 2020

BETWEEN:

MORTON MHANGO

AND

JACKSON KAPOBE



APPELLANT

RESPONDENT

CORAM: Chashi, Chishimba and Sharpe-Phiri, JJA
on 18 January 2022 and 7 February 2022

For the Appellant: Mr. V. Michelo of Messrs VN Michelo & Partners
For the Respondents: N/A

JUDGMENT

SHARPE-PHIRI, JA, delivered the Judgment of the Court

Legislation referred to:

1. *The Money Lenders Act, Chapter 398 of the Laws of Zambia*
2. *The High Court Act, Chapter 27 of the Laws of Zambia.*

Cases referred to:

1. *Ndongo v Moses Mulyango, Roostico Banda (2011) Vol. 1 ZR 187*
2. *Holmes Limited v Buildwell Construction Company Ltd (1973) Z.R. 77*
3. *DC Builders v Rees (1966) 2QB 617*
4. *Edman Banda v Charles Lungu, SCZ Appeal No. 73/2016 (Selected Judgment No. 22 of 2017)*
5. *Philip Mhango v Dorothy Ngulube and Others (1983) ZR 61*
6. *Francina Milner Joan v Anthony George Hodgson 2007/HK/433*
7. *Banda v Lungu Appeal No. 73 of 2016 [2017] ZMSC 60*

8. *Fiston Mtambo v Sililo Kanala 2010/HL/ 52 [unreported]*
9. *Mohammed v Attorney General (1982) ZR 49*
10. *Gideon Mundanda v Timothy Mulwani and Others (1987) ZR 29*
11. *Golf Consultancy and Tourism Limited v Chainama Hills Golf Club Limited SCZ Selected Judgment No. 39 of 2015*
12. *Numerical Registering Company v Simpson (1875) LR 19 EQ 462*
13. *Colgate Palmolive (Z) Inc V Shemu Chuku & 100 others Appeal No. 181 of 2005*
14. *Buchman v Attorney General (1993-1994) ZR 131*
15. *Mususu Kalenga Building Limited and another v Richman's Money Lenders Enterprise SCZ Judgment No. 4 of 1999*

1.0 **INTRODUCTION**

1.1 This is an appeal against the judgment of Justice I Kamwendo delivered on 21st February 2020. The appellant was the plaintiff before the High Court, while the respondent was the defendant.

2.0 **FACTUAL BACKGROUND**

2.1 The brief facts are that the appellant borrowed a sum of K20,000 from the respondent on 12th June 2012. The appellant agreed to repay the debt with interest of K46,000 within a period of three months.

2.2 The parties executed a contract of sale on 12th June 2012 in respect of Plot no. 558 "H" Ndeke Village, Kitwe ("the property") denoting the sale of the property from the appellant to the respondent for the sum of K66,000.

2.3 The appellant surrendered his certificate of title in respect of the property as collateral for the repayment of the said loan amount. The contract of sale was intended to be security if the appellant failed to pay back the money loaned with agreed interest.

2.4 The appellant failed to repay the monies he borrowed from the respondent despite undertaking to do so by letter of 29th January 2013. The respondent eventually proceeded to evict the appellant from the subject property on 14th February 2014 on the premise that the property belonged to him.

3.0 ACTION IN THE HIGH COURT

3.1 The appellant commenced an action in the Kitwe High Court by way of writ of summons under cause no. 2014/HK/380 claiming the following reliefs namely:

- i. A declaration that the agreement dated 12th January 2014 and the security thereby created upon the property comprised therein were executed and obtained by the defendant from the plaintiff by improper and illegal consideration for the same except the purported forbearance to have the plaintiff and that the same are illegal and void and ought to be set aside.**

- ii. **Delivery up of the said agreement to the plaintiff to be set aside.**
- iii. **An Order of mandatory injunction directing the defendant to give back the premises to the plaintiff whether by the defendant himself or by his servants or agents otherwise howsoever from transferring or in any other way dealing with the said agreement and House No. 528 "H" Ndeke Village to any person or persons other than the plaintiff.**
- iv. **A declaration that the interest rate on the advance was unconscionable and that the loan was illegal as the defendant was not a money lender under the law.**
- v. **Damages for trespass; and**
- vi. **Costs.**

3.2 The appellant contended that he was made to sign the contract of sale under duress following threats inflicted on him by the respondent.

3.3 The appellant pleaded that the property in issue was worth over K300,000 and that he has not received the K66,000 purported to have been paid under the said contract of sale yet the respondent evicted him from the said premises on 19th February 2014.

- 3.4 In the respondent's rebuttal before the High Court, he confirmed that his initial agreement with the appellant was verbal whereby the appellant requested to borrow a sum of K20,000 from him to be repaid with interest.
- 3.5 The respondent stated that the appellant had willingly surrendered the certificate of title to the subject property and offered to regularize his default on the loan repayment through a contract of sale of the subject property.
- 3.6 The respondent added that the appellant had willingly signed the contract of sale. He denied threatening the appellant nor coercing him to sign the contract of sale.

4.0 RESPONDENT'S COUNTERCLAIM

4.1 The respondent counter-claimed for the following reliefs:

- i. An Order that the defendant bought the property known as Plot No. 558 "H", Ndeke Village the house in issue from the plaintiff without any encumbrances.**
- ii. An Order that the defendant is the legal owner of property known as plot no. 558 "H" Ndeke Village; and**
- iii. Any other relief the Court may deem fit.**

5.0 DECISION OF THE COURT BELOW

- 5.1 After considering the evidence and arguments of the parties, the Judge in the lower court determined that the respondent was not a money lender, nor had he carried himself out as such to be caught up in the provisions of the Money Lenders Act. The Judge found that the appellant had on his own accord approached the respondent to lend him the sum of K20,000 and there was no evidence before the Court to suggest that the respondent had held himself out as a money lender.
- 5.2 The Judge also found that the appellant had admitted borrowing a sum of K20,000 from the respondent which he had failed to pay back, and that the appellant had surrendered the title to the property and signed a contract of sale to that effect after failing to repay the debt.
- 5.3 The Court found that the appellant had not demonstrated or proved that he was threatened by the respondent to sign the contract of sale or that the contract of sale was signed under duress. The Judge also observed that the appellant had not reported to the police about the purported threats made to him.
- 5.4 The lower Court therefore concluded that the appellant had not proved his case on a balance of probabilities and dismissed it with costs.

6.0 THE APPEAL

6.1 Being dissatisfied with the judgment of the High Court, the appellant filed an appeal before this Court advancing four grounds of appeal namely:

- i. That the learned trial court misdirected itself in not making a finding of fact and at law that the signing of the contract of sale and the surrender of the certificate of title were induced by duress or threats of imprisonment at the respondent's Advocate's Messrs Chamutangi and company's offices that the appellant would be arrested and imprisoned if the appellant failed to sign the contract of sale and surrender the certificate of title.**
- ii. The learned trial court misdirected itself in failing to make a finding of fact and at law that the respondent was unregistered Money Lender.**
- iii. The learned trial Judge misdirected himself in failing to make a finding of fact and at law that the interest charged for borrowed money was too high and unconscionable.**

- iv. **The learned trial Judge misdirected himself in failing to make a finding at law that the respondent ought have taken foreclosure proceedings on the appellant's failure to settle money borrowed with interest instead of resorting to purchasing the house himself without the value of the house ascertained.**

7.0 **ARGUMENTS IN SUPPORT OF THE APPEAL**

- 7.1 The appellant filed his heads of argument on 14th July 2020 in which he argued four grounds of appeal.
- 7.2 In relation to ground 1, the appellant contended that the signing of the contract of sale in the matter herein was induced by duress following threats of imprisonment by the respondent's advocates Messrs Chamuntangi & Company.
- 7.3 Counsel relied on the English case of **DC Builders Vs Rees** in which the House of Lords set aside a contract by the parties stating that the Builders had been under duress to accept a reduced amount in lieu of their full bill due to their financial position which Rees was aware of and took advantage of. It was held that an acceptance arising from a threat does not amount to a settlement and that the agreement was invalid as there was no consideration in favour of the Builders for reducing the value of the amount owed by Rees.

- 7.4 Counsel argued that the appellant was forced to sign the contract of sale for the property at K66,000, which comprised the money lent plus K46,000 as interest as he was overwhelmed by the presence of the respondent, his lawyers, and other persons. He therefore urged the court to set aside the contract of sale on account of duress.
- 7.5 In relation to ground 2, the appellant contended that the Judge in the lower court erred in failing to find that the respondent was a money lender. He argued that by lending the appellant money, charging interest on the money, and taking security for the repayment of the debt, the respondent was a money lender.
- 7.6 The appellant further argued that the lending was undertaken with a view to profit and, as such, the respondent qualified and ought to be deemed as a money lender.
- 7.7 The court's attention was drawn to **Section 2 of the Money Lenders Act**, which defines a money lender as follows:

'Every person whose business is that of lending money or who advertises or announces himself or holds himself out in any way as carrying out that business is a money lender.'

- 7.8 The appellant further contended that as a money lender, the respondent ought to have secured a money lender's certificate in accordance with the provisions of **Section 3 of the Act** and his failure to do so rendered the loan contract and the interest applied thereon null and void and, therefore, illegal.
- 7.9 The appellant averred that the Judge in the lower court erred in not finding that the respondent was a money lender. Counsel cited the case of **Philip Mhango v Dorothy Ngulube and others** where it was held that:

'The court will not reverse findings of fact made by a trial judge, unless it is satisfied that the findings in question were either perverse or made in the absence of any relevant evidence or upon a misapprehension of the facts or that they were findings which, on a proper view of the evidence, no trial court acting correctly could reasonably make.'

- 7.10 In ground 3, the appellant argued that the interest rate charged by the respondent was harsh and unconscionable. He cited **Section 15 of the Money Lender's Act** which proscribes an interest rate exceeding forty-eight per centum per annum as excessive, harsh, and unconscionable. He urged the court to set aside the claim of interest on this basis.

7.11 In relation to ground 4, the appellant argued that the Judge of the lower court erred in failing to consider that upon the appellant's default, the respondent ought to have taken out foreclosure proceedings under **Order 30 Rule 14 of the High Court Act, Chapter 27 of the Laws of Zambia**.

7.12 Counsel contended that foreclosure proceedings would have yielded a better position for the appellant in that the property would have been sold by a court bailiff for a fair and unquestionable price.

8.0 ARGUMENTS OPPOSING THE APPEAL

8.1 The respondent's counsel filed heads of argument on 1st September 2020, where it was argued in relation to ground 1 that the Judge in the lower court was on firm ground when he held that appellant's signing of the contract of sale was not induced by duress as there was no evidence adduced to that effect.

8.3 Counsel relied on the case of **Francina Milner Joan vs Anthony George Hodgson** in which the High Court held that:

“The elements necessary to set aside a contract on the ground of duress are as follows; actual violence, or reasonable fear, the fear must be caused by threat of considerable evil to the party, or his family, it must

be a threat of an imminent or inevitable evil, the threat or intimidation must be contra bono mores; (extent something to which one otherwise was not entitled) and the moral pressure used must have caused damage.'

8.3 The respondent further cited the learned authors of Chitty on Contracts as expounding that duress of a person may consist of violence to the person or threats of violence, or imprisonment, whether actual or threatened, whereas in the case at hand the appellant had offered the house in question by putting it in writing to the respondent and no report of duress was ever reported to the Police. Further, that no evidence of duress or threats of violence were adduced to that effect before the court.

8.4 In arguing ground 2, counsel submitted that the trial Judge was on firm ground in holding that the respondent was not a money lender within the meaning of **Section 2 of the Money Lenders Act**. The respondent relied on the Supreme Court case of **Banda vs Lungu** to explain Section 2 of the Money Lenders Act in which case the Court held that:

'Although the use of the word 'includes' in the above quoted definition of money lender (section 2 of the Money Lenders Act), 'Money Lender' would seem to render the definition of the term imprecise, a careful and patient examination in relation to the general

scheme of the Money Lenders Act would reveal that a money lender only be such if:

(a) His business is that of money lending, or

(b) He advertises or announces or in any way holds himself out as carrying on the business of money lending.

In the content of this appeal, there was no evidence before the Court below which suggested, even jointly that the respondent was caught by any of the definitions or descriptions which the statute assigns to a money lender.'

8.5 The respondent went on to fortify his argument by citing the case of **Fiston Mtambo vs Sililo Kanala** in which the High Court held that legislation such as the Money Lenders Act and Banking and Financial Services Act were meant to capture those who are in the lending business in order to regulate their conduct and protect the public from exploitation by so called shylocks.

8.6 In the said Judgment, the court also conceded that it was not uncommon for people to lend each other monies and the court must step in such cases to look at the legislative limitations and illegality of such transactions whilst at the same time not losing sight of the equitable remedies available.

8.7 The respondent went on to submit that the evidence before court was that the respondent denied being a money lender and the appellant did not adduce any evidence to show that the respondent was in the business of lending money nor advertises himself as such. Hence the respondent argued that the appellant cannot succeed in his claim even in the unlikely event that the respondent had failed to defend his case as was held in the case of **Mohammed vs Attorney General**.

8.8 The respondent further argued that the contract executed between the appellant and the respondent was legal and valid. The respondent relied on the case of **Gideon Mundanda vs Timothy Mulwani and Others** where it was held that:

'As to the question of possible illegality of the contract, we respectfully agree with the principles set out in Kulamma vs Manadan (1) that parties to a contract should be presumed to complete a legal rather than an illegal course of proceedings ... it must be made quite clear that the courts will never in any circumstances condone the flouting of the law, but we must approach this matter by considering whether it was possible for the parties to comply with contract legally in which event we must encourage such compliance.'

8.9 They went on to argue that the Supreme Court in the case of **Golf Consultancy and Tourism Limited vs Chainama Hills Golf Club Limited** affirmed the decision in the afore mentioned **Gideon Mundanda** case when it held that:

'We stand by the above decision and reiterate that as such as we abhor the flouting of the Law, if a contract can be performed legally, then we must encourage such legal performance particular in this case where the contract was not illegal as to formation.'

8.10 As to ground 3, the respondent submitted that the interest charged was neither harsh nor unconscionable as it was based on the terms of the contract agreed to between the parties after the appellant approached the respondent to borrow money.

8.11 The respondent argued that the appellant even surrendered title deeds to the property through a letter dated 29 January 2013 in which he wrote in part that *'you will continue keeping the title until I complete paying'* of which he has not made any payment to date.

8.12 It was submitted that the appellant cannot now wish to pay the respondent the principal sum of K20,000 when he had agreed to pay K46,000 as interest on the principal.

8.13 The respondent's further contention was that the contract of sale ought to be enforced as it was entered into freely and voluntarily. They relied on the case of **Numerical Registering Company vs Simpson** which was quoted in the Zambian case of **Colgate Palmolive (Z) INC vs Shemu Chuku and 100 Others** as follows:

'If there is one thing more than another which public policy requires, it is that men of full age and competent understanding shall have the utmost liberty in contracting and that their contract when entered into freely and voluntarily shall be enforced by courts of justice.'

8.14 In relation to ground 4, the appellant contends that the respondent ought to have taken out foreclosure proceedings. The respondent argued that the appellant did not raise this issue in the lower court and therefore ought to be precluded from relying on the said ground in this appeal.

8.15 The respondent relied on the case of **Buchman vs Attorney General** where the Supreme Court held that:

'A matter which was not raised in the lower Court cannot be raised in a higher court as a ground of appeal.'

8.16 The respondent further stated that the above principle was also affirmed by the Supreme Court in the case of **Mususu Kalenga Building Limited and Another vs Richman's Money Lenders Enterprises**.

9.0 DECISION OF THIS COURT

- 9.1 The matter was scheduled for hearing of the appeal on 18th January 2022. Counsel for the appellant was before Court and informed the Court that respondent's counsel was indisposed but that both counsels would rely on their respective heads of arguments filed before Court.
- 9.2 We have considered the record of appeal, the arguments of the respective counsel and the authorities cited.
- 9.3 In ground one, the appellant challenges the trial Judge for not making a finding of fact that the signing of the contract of sale and the surrender of the certificate of title were induced by duress or threats of imprisonment at the respondent's Advocate's Messrs Chamutangi and company's offices.
- 9.4 In dealing with this issue, the learned Judge observed that the appellant had not adduced any evidence to show that he was coerced to sign the contract of sale or that threats were made against him by the respondent to force him to sign the contract of sale and surrender the certificate of title.

- 9.5 In the case at hand, it is not in dispute that the contract of sale was signed by the parties duly represented by Counsel from Messrs Peter M. Chamutangi and Company as representing both parties and a one-off transaction. The parties contend that this was done after the appellant failed to repay the debt.
- 9.6 The appellant now contends that he signed the contract of sale under duress. This allegation appears to be an afterthought and the evidence in relation to the purported duress is inconsistent. The statement of claim indicates that the respondent made threats to the appellant's life, whereas in the evidence in chief, the appellant stated under oath that the respondent threatened to take him to the Riverside Police Station. The appellant did not speak of violence or threats to his life.
- 9.7 The appellant's counsel also maintains in their arguments that the appellant was overwhelmed by the presence of the respondent, his lawyer, and other persons. These assertions in relation to the duress are conflicting and, in any case, as the lower Court observed, no reports were ever made to the police by the appellant about the purported threats or coercion.
- 9.8 The judgment of the lower Court discloses that the trial Judge considered allegations of duress and the circumstances under which the contract of sale and the surrender of the certificate of title to the subject property were effected and the Judge found no evidence of any duress or coercion whatsoever.

- 9.9 The Court also observed that the letter of 28th January 2013 from the appellant to the respondent demonstrates that the appellant willingly surrendered his property to the respondent to be retained until repayment of the debt.
- 9.10 The appellants advocates argued that the appellant was overwhelmed by the presence of the respondent's lawyer and another person hence the duress and cited the **DC Builders** case.
- 9.11 The facts in the **DC Builders** case cited by the appellant can be distinguished from the case before us. In the **DC Builders** case, the parties had always known the actual bill accumulated by the respondent during the performance of the contract as amounting to \$462 and demands were made for payment of the same to the respondent. However, the respondent only offered the appellants a sum of \$300 as full payment of the total sum due knowing fully well that the Builders were financially vulnerable and were able to accept the reduced payment than nothing at all. The House of Lords found that there was no consideration passing in favour of the Builders to accept the reduced amount hence the agreement was invalid.
- 9.12 The facts of the above case are very different from the case before us. In this case, the parties were properly represented by same counsel as the contract of sale showed, they both had witnesses on their respective behalf and at that point the

K66,000 was offered as purchase price was well known and acknowledged as being sufficient for the purchase of the property in issue. There was no change between the initial sum agreed and the sum received as was the case in the English authority cited by the appellant.

9.13 From assessment of the foregoing evidence, we have no reason to fault the lower Court's finding that the appellant had failed to demonstrate that he was under duress when signing the contract of sale. The Judge also found that there was no evidence suggesting that the appellant was threatened to surrender the certificate of title. The parties had some interactions in their dealings in the period between which the contract of sale was signed in June 2012 and the time the appellant wrote to the respondent affirming his commitment to paying the debt recommitting the certificate of title to the respondent. It is therefore a far-fetched notion to presuppose that the lower Court could have inferred any duress or coercion from the said circumstances.

9.14 In the case of **Ndongo V Moses Mulyango, Roostico Banda**, the Supreme Court reaffirmed and held that:

'An appellate Court will not reverse findings of fact made by a trial judge unless it is satisfied that the findings in question were either perverse or made in the absence of any relevant evidence or upon a

misapprehension of the facts, or that they were findings which on a proper view of the evidence, no trial Court acting correctly can reasonably make.'

9.15 For the foregoing reason, we find that the lower court was on firm ground when it determined that there was no evidence of duress or threats made against the appellant to make him sign the contract of sale or surrender the certificate of title to the respondent. Ground 1 of the appeal is accordingly dismissed.

9.16 In relation to ground 2, the appellant argued that the learned trial court misdirected itself in failing to make a finding of fact and at law that the respondent was an unregistered Money Lender.

9.17 The appellant's advocate relied on **Section 2 of the Money Lenders Act** and argued that by the definition therein, the respondent conducted a money lending business without a license thereby acting in breach of the Act.

9.18 The said **Section 2** defines a Money Lender as:

'Every person whose business is that of money-lending or who advertises or announces himself or holds himself out in any way as carrying on that business.'

9.19 In rebuttal, the respondent relied on the interpretation of the said provision by the Supreme Court in the case of **Edman Banda v Charles Lungu**. In that case, their Lordships held that:

‘... a careful and patient examination in relation to the general scheme of the Money Lenders Act would reveal that a money lender only be such if:

(a) His business is that of a money lending, or

(b) He advertises or announces or in any way hold himself as carrying on the business of money lending.’

9.20 Regarding the issue of the Money Lenders’ License, the trial Judge observed that there was no evidence led to prove that the respondent was a money lender or that he was carrying himself out as one. The lower Court concluded that the respondent was not a registered money lender and that the appellant had in fact approached the respondent to borrow money from him.

9.21 We agree with the observation of the Supreme Court in the **Banda v Lungu** case when it said that *‘going by the preamble, the purpose of the Money Lenders Act is to make provision with respect to persons carrying on business as money lenders.’*

9.22 For this reason, we are of the view that the trial Court adequately addressed himself to the law and available evidence on this subject and his conclusion was anchored on the evidence before him. We have no reason to arrive at a different conclusion from the one reached in the lower Court. The respondent's position is not the one envisaged as money lender in the Money Lenders Act. We equally find no merit in the second ground of appeal and dismiss it accordingly.

9.23 The appellant argued that the learned trial Judge misdirected himself in failing to make a finding of fact and at law that the interest charged for borrowed money was too high and unconscionable.

9.24 In the pleadings before the Court below, the appellant pleaded for among other reliefs, a declaration that the interest rate on the advance was unconscionable and that the loan was illegal as the defendant was not a money lender under the law.

9.25 An examination of the record below shows no debt agreement was drawn by the parties at the purported contraction of debt in issue. The only evidence available is the contract of sale for the property dated 12th June 2012 and correspondence dated 29th January 2013. In that letter, the appellant gave a background that he had borrowed a sum of K20,000 sometime in June 2012 and committed to paying it back with interest to the tune of K46,000 among, other commitments.

9.26 Given our earlier findings and affirmation that the respondent is not a registered Money Lender, neither did he carry himself out as such, we are now left to examine whether we have a basis upon which to consider regulation of interest which the appellant himself undertook to pay in his written correspondence of 29th January 2013.

9.27 What is clear is that the parties engaged themselves casually and outside any legal framework culminating in the appellant borrowing a sum of money which he committed to paying back with certain terms and conditions. There was no evidence led in the Court below as to the terms of the loan at the time of contracting the same, other than what was agreed between the parties. Following breach of the agreement, the appellant acknowledged his indebtedness to the respondent and undertook to pay interest of K46,000 on the principal debt of K20,000. Clearly, the respondent's position is not covered under the scope of the Money Lender's Act.

9.28 A well-entrenched position at common law as held in the old High Court case of **Holmes Limited v Build Well Construction Company Limited** and affirmed in several subsequent decisions of Courts presupposes that:

'Where the parties have embodied the terms of their contract in a written document, extrinsic evidence is not generally admissible to add to, vary subtract from

or contradict the terms of the written contract... by way of exception to the above rule, extrinsic evidence may be admitted to show that the written instrument was not intended to express the whole agreement.'

9.29 In case in casu, the implication of that principle of law to the appeal before us is that we see no merit in varying the interest or consideration which the appellant agreed to bind himself to. We also see no reason to pronounce on the illegality or otherwise of interest given the fact that the parties transacted purely on contractual terms outside any regulated legal framework in their purported loan agreement. For this reason, this ground of appeal also fails.

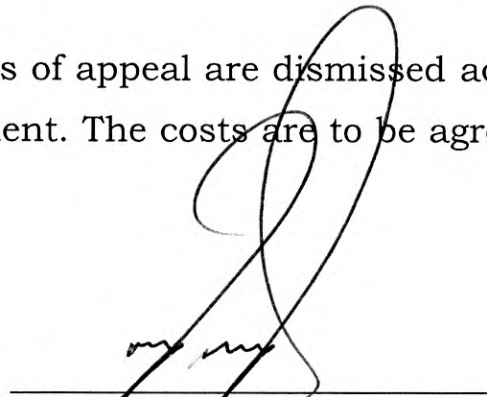
9.30 In relation to ground four, the appellant argued that the learned trial judge misdirected himself in failing to make a finding at law that the respondent ought to have taken foreclosure proceedings on the appellant's failure to settle money borrowed with interest instead of resorting to purchasing the house himself without the value of the house ascertained.

9.31 We have perused the pleading in the lower Court, and we agree with the respondent when he submitted that ***"A matter which was not raised in the lower Court cannot be raised in a higher court as a ground of appeal"*** as was held in the case of **Buchman vs Attorney General**.

9.32 In any event, given our findings above that the premise upon which the respondent claims the property in issue is the contract of sale which sits outside the regulated loans industry, this ground has no prospect of success. We will therefore not delve into the principles that surround the remedy of foreclosure as they are clearly inapplicable to the facts in this case. Ground 4 therefore fails.

10.0 **CONCLUSION**

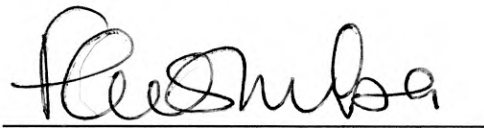
10.1 All the grounds of appeal are dismissed accordingly with costs to the respondent. The costs are to be agreed and in default to be taxed.



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J. Chashi

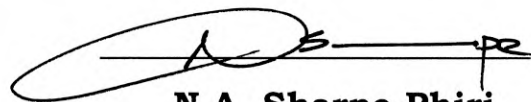
COURT OF APPEAL JUDGE



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F.M. Chishimba

COURT OF APPEAL JUDGE



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N.A. Sharpe-Phiri

COURT OF APPEAL JUDGE