THE LAW SOCIETY OF ZIMBABWE
versus
LAWMAN CHIMURIWO

HIGH COURT OF ZIMBABWE
Before: CHATUKUTA J (Chairperson),
MUSAKWA J (Deputy Chairperson)
MR D KANOKANGA & MRS S. MOYO (members)
HARARE, 1 December 2020, 16 June 2021 & 30 June 2021

Legal Practitioners Disciplinary Tribunal

C. Z. Chikara, for the applicant
T. Mpofu with T. Mapuranga, for the respondent

CHATUKUTA J: The respondent is a legal practitioner practising under the style of Lawman Chimuriwo Attorneys at Law. He set up the firm with another legal practitioner in 2012 soon after registration as a legal practitioner. He was registered on 7th January 2009. The applicant contends that the respondent should be found guilty of unprofessional, dishonourable and unworthy conduct arising from complaints brought to its attention by Mr Kenias and Mrs Farai Mafukidze (the Mafukidzes). The applicant filed the present application seeking an order for the deletion of the respondent's name from the register of legal practitioners, notaries and conveyancers. It is alleged that the respondent contravened s 23(1)(d) and s 23(1)(c) of the Legal Practitioners Act [*Chapter 27:07*] as read with By Law 70E and 70F of the Law Society of Zimbabwe By-laws, 1982 (SI 314/1982) (By-Laws) in that the respondent:

1. withheld the payment of trust money to client without lawful cause;
2. failed to promptly pay the trust money due to the sellers upon demand or within reasonable time;
3. failed to properly keep books of accounts and did not issue a receipt for the amount of US $250 000.00 that was received in the trust account; and
4. irregularly paid out more money to a client than was in the client's trust account.

The charges are based on the following facts which are largely common cause. The Mafukidzes were the registered owners of a certain immovable property known as Stand 820 Mount Pleasant Township of Subdivision A of Lot 58 of Mount Pleasant (the property). CBZ Bank had a running mortgage balance on the property. The Mafukidzes failed to service the debt. They agreed with CBZ that the property be sold and the proceeds of the sale be channelled to CBZ to pay off the debt. They entered into an agreement of sale with Mr Anton Machakaire (the buyer) on 17 July 2017, in terms of which the buyer purchased the property for a sum of US $250 000.00. The purchase price was to be paid into the trust account of the respondent's law-firm. The Mafukidzes appointed the respondent to attend to the transfer. It was a term of the agreement that the purchase price would be released to the Mafukidzes upon transfer of the property or be paid to CBZ to liquidate the debt owed by the Mafukidzes.

The buyer secured the finance for the payment of the full purchase price from FBC Bank. On 16 October 2017 transfer of title from the Mafukidzes to Mr Machakaire was registered under Deed of Transfer number 4082/2017. Thereafter FBC Bank paid the full purchase price to the trust account for Messrs Lawman Chimuriwo Attorneys at Law on 24 October 2017. The respondent did not advise the Mafukidzes who were his clients, nor CBZ which had released Deed of Transfer number 40689/2012 and given consent for the cancellation of its mortgage bond number 3839/2013 on the strength of his undertaking that an amount of US$241 000 would be paid to CBZ Bank upon registration of the property from the Mafukidzes to Mr Machakaire.

In January 2018, CBZ Bank made a follow up regarding the transfer of the property. The respondent replied by letter dated 23 January 2018, giving the impression that the transfer was yet to be completed. Around the same period, CBZ Bank was advised by the Mafukidzes that transfer of the property had been registered in the Deeds Office and that the buyer had already taken occupation of the property. On 2 February 2018 CBZ Bank wrote a letter to the respondent demanding payment of the balance of the mortgage being US $241 000.00 together with accrued interest at 20% per annum from date of transfer. On the 9th of February 2018, the respondent paid to CBZ Bank an amount of US$145 000.00. He undertook to pay the balance of US $96 000.00 by 31 March 2018.

On the 19th of April 2018, Messrs Mupanga Bhatasara wrote a letter of complaint to the applicant on behalf of CBZ alleging that the respondent had misappropriated trust funds. On 4

June 2018, Kantor and Immerman, representing the Mafukidzes lodged with the applicant a similar complaint against the respondent. CBZ Bank issued summons on 19 April 2018 under case number HC 3520/18 claiming an amount of US$119 339, being the outstanding balance and interest accrued between 16 October 2017 and 17 April 2018. On 22 May 2018, the Mafukidzes also issued summons in the High Court against the respondent under case number HC 4753/18 for the payment of US $96 000 plus interest and costs. The respondent entered into a deed of settlement with CBZ Bank on 14 September 2018 in case number HC 3520/18 for payment of the full amount claimed. The matter between the Mafukidzes and the respondent was subsequently withdrawn on 19 September 2018 with an order for costs against the respondent on a legal practitioner and client scale *de bonis propris*.

The respondent opposed the present application. He gave evidence under oath. His testimony was more or less the same as his explanations in the letter dated 24 May 2018 in response to the complaint by CBZ Bank. He denied misappropriating the trust funds in question. The withholding of payment was not wilful.

He explained that he had overpaid one Mr Timothy Manyuchi, another client of his as a result of an accounting error. He had engaged Mr Manyuchi on 26 January 2018 over the overpayment. Mr Manyuchi undertook to pay back the funds but failed to honour his undertaking. The respondent successfully sued Mr Manyuchi under case number HC 3743/18. He further explained that he withheld payment of the purchase price to the Mafukidzes in October 2017 because he had a dispute with them over an unpaid fee of US$3 380.00 and therefore he had a lien over the funds. He stated that his letter dated 23 January 2018, was not meant to mislead CBZ neither was it meant to represent to them that transfer had not been effected. The letter advised CBZ that the only outstanding issue was the conflict over City of Harare bills which the sellers were aware of. The same averments were repeated in the counter-statement.

Whether or not the Respondent failed to remit the funds to the complainants within reasonable time and without a lawful excuse

The above facts which are common cause disclose that the respondent withheld the payment of trust money to client. Upon completion of transfer, the respondent became duty bound to remit the sum of US$241 000 to CBZ Bank and to release the balance of the proceeds of the purchase price to the Mafukidzes or liquidate the monies due to CBZ to facilitate the removal of

the mortgage bond registered against the title deeds for the property. Both the Mafukidzes and CBZ Bank demanded payment of the purchase price. The respondent paid US$145 000 to CBZ Bank on February 2018. The balance of US$105 000 remained unpaid on the capital amount leading to the Mafukidzes and CBZ Bank issuing summons for the payment of the balance.

The issue for determination is whether he had a lawful excuse for failing to pay the purchase price after transferring the property to the buyer and upon receipt of the purchase price from FBC Bank.

"Lawful cause" or lawful excuse is a reason based on law for failing to do that which is prescribed at law. The phrase was defined in *S* v *Blanchard & Ors* 2001 (2) ZLR 373 (S) 380 G - 381 A where CHIDYAUSIKU CJ remarked as follows:

> "Thus, the Federal Chief Justice, after a review of the authorities, concluded that "lawful excuse" means a reason or excuse that is in accordance with the law. He defined lawful authority as meaning the right by law to do what seems to be an offence. It follows from the above, therefore, that a suspect seeking to escape conviction on the basis of the existence of either a lawful excuse or lawful authority must establish a reason predicated on some legal provision for doing that which is on the face of it unlawful."

Mr *Chikara* made the following submissions: The respondent's explanation that he did not remit the sum of $250 000.00 because he had a lien because of unpaid fees amounting to $3 380.00 is not reasonable. The respondent should have held only the amount in dispute for his fees and forwarded the remainder as per instructions. The issue of a lien was an afterthought by the respondent to try and excuse his glaring failure to pay when payment was due. The respondent therefore did not have a lawful excuse to withhold payment.

Mr *Mpofu* conceded that the respondent did not timeously pay the Mafukidzes. He however submitted that the respondent's failure to remit the funds to the complainants was as a result of an accounting error by his team in the accounting department that led to Mr Manyuchi being paid more than what was due to him. The accounting error constituted a lawful excuse for failing to remit the money as it was not intentional. Mr *Mpofu* further submitted there were unpaid fees amounting to USD $3 380.00. As such it was not unlawful for respondent to withhold the funds pending payment of the fees.

The respondent was required in terms of the purchase agreement to remit the purchase price to the Mafukidzes and CBZ Bank upon transfer. It is common cause that transfer of the property was completed on 16 October 2017. The purchase price was deposited into the respondent's trust

account on 24 October 2017. The respondent only became aware of the overpayment to Mr Manyuchi around 26 January 2018. The alleged accounting error resulting in an overpayment to another client cannot therefore be a lawful excuse for failure to release the purchase price to the Mafukidzes and CBZ Bank in October 2017. In fact, the error is the basis for the other charge against the respondent that he failed to keep proper books of account. It is therefore not "a reason or excuse that is in accordance with the law".

The alleged overpayment is suspect for three reasons. Firstly, the respondent who was the custodian of the trust books was of the initial view that the overpayment was in the sum of US$89 000. He had to be corrected by Mr Manyuchi that the amount was in fact US$134 300. Secondly, there is no indication, in the response to the complaint, the counter statement, oral evidence or closing submissions of the exact date or dates when the overpayment/s was/were made. The letter written by the respondent to Mr Manyuchi raising the alleged overpayment, Mr Manyuchi's response and the action against Mr Manyuchi in case number HC 3743/18 are also silent as to the date or dates of the overpayment.

The delay in making payment between 24 October 2017 up to around 26 January 2018 was attributed to a lien over the amount because of unpaid fees. The submissions by the respondent were that he was owed US$3 380 in fees for services rendered to the Mafukidzes. We agree with the applicant's submissions that it was illogical for the respondent to withhold the full amount of US$250 000 over a relatively small amount of US$3 380. Any reasonable legal practitioner would have been expected to hold the amount for the owed fees and remit the rest to the Mafukidzes and CBZ Bank. The respondent failed to explain why he withheld more than what was due to him.

The amount allegedly due to the respondent was further said to be more than the legal fees because of payments made by the respondent to the City of Harare and other fees due for services rendered by the respondent to CBZ Bank in respect of other matters unrelated to the present. This resulted in the respondent filing a counter-claim against CBZ Bank for a sum of US$29 106 with respect to the outstanding legal fees in case number HC 3520/18. The amount paid to the City of Harare on behalf of the Mafukidzes was not computed. The total legal fees would have been a sum of US$32 486. The amount still did not justify the withholding of the sum of US$241 000 as he had issued an irrevocable letter of undertaking to CBZ Bank on 29 August 2017. In any event, despite the counter-claim, the respondent consented to, and a deed of settlement was agreed for

the payment of the full amount claimed by CBZ Bank in the sum of US$119 339.05 with interest and for costs in the sum of $7 300. Pursuant to the deed of settlement an order was granted on 17 September 2018.

The only conclusion that can be drawn from the delay is that the respondent had misappropriated trust funds. On 16 October 2017, the respondent effected transfer of the property to the purchaser and he received the purchase price from FBC Bank on 24 October 2017. He did not advise his clients, the Mafukidzes or CBZ Bank of this development. In his letter dated 23 January 2018, the respondent gave CBZ Bank the impression that transfer had still not taken place. The letter reads:

> "**RE: MORTGAGE BOND 3849/12 UPDATE**
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> 1. We refer to the above mentioned matter and advise that of the two outstanding issues in the transaction only one remains.
> 2. We confirm that the client was granted an exception by ZIMRA.
> 3. The only outstanding issue is that City of Harare is now synchronising the two conflicting accounts that existed on one property and relieve us from undertaking we made to them.
> 4. We have been advised that this would be completed within 1 week which will enable us to fulfil our undertaking with yourselves.
> 5. We thank you for your usual co-operation."

The letter was in response to a query by CBZ Bank on the progress of the transfer of the property to the buyer. The transaction referred to in the respondent's letter could only have been the transfer. The letter was written three months after the transfer. The respondent, as the conveyancer, was obviously the first individual to become aware that transfer had been registered. The letter clearly shows that the respondent's intention was to mislead the Bank into thinking that transfer had not yet been effected and that the issues highlighted in the letter were holding up the process. When the respondent wrote the letter, he was aware that transfer had already been effected and that FBC Bank had already placed funds in the trust account months earlier yet he did not advise CBZ Bank of the transfer and receipt of the purchase price in his trust account.

Despite the explanation that he did not remit the purchase price because of outstanding legal fees, the respondent failed to produce any evidence that he had advised the Mafukidzes and/or CBZ Bank that he was not remitting the funds because of the outstanding legal fees. The respondent was required in terms of By-Law 70A of the By-Laws to account to client in a written statement setting out the details of the money received by the firm and its disbursement within a

reasonable time after the performance or earlier termination of its mandate. He failed to account. The respondent simply retained the funds without recourse to clients. He further had an obligation to advise CBZ Bank following his undertaking and on the strength of which CBZ Bank had released the title deeds to the property and the mortgage bond.

Looking at the evidence in *toto*, one can only conclude that the respondent concealed the transfer because he had misappropriated the funds. As rightly submitted by Mr *Chikara*, the unreasonable explanations given by the respondent in response to the complaint and to this application were intended to cover up for the misappropriation.

Failure to maintain proper books of accounts and making an illegal payment

The charges arose following a compliance visit to the respondent's offices by the applicant on 24 April 2018. By letter date 26 April 2018 to the respondent, the applicant's Secretary queried the following:

1. the circumstances leading to the alleged overpayment to Mr Manyuchi when the latter's trust credit balance was reflecting the actual amount due to him;
2. why the amount paid by FBC Bank was not receipted in the respondent's trust receipt books as at the date of the visit despite the amount having been paid on 24 October 2017.

The respondent explained in his response, counter-statement and oral evidence that his firm used the Lawpac legal accounting system, an electronic system. The system had the capacity to generate electronic receipts. It was therefore not necessary to use manual receipt books except where the department could not generate an electronic receipt or if a client specifically requested a manual receipt. Manual receipt books were used for cash deposits and mobile money payments. The firm started receipting all transfers, both manually and electronically, following the compliance visit.

The fact that the respondent failed to attach to his counter-statement or produce during oral evidence a printout of the electronic receipt generated by the Lawpac accounting system for trust payment of US$250 000 made by FBC Bank to his trust account on 24 October 2017 is proof of his failure to maintain proper books of accounts.

The respondent further admitted in paragraph 11 of his counter-statement that his conduct fell short of the required standard. He stated that:

> "11. In as much as the respondent might have technically erred in handling the transaction, various circumstances should be considered as mitigatory and to lessen the moral blameworthiness of his conduct."

He further admitted the accounting error in paragraph 12.d of the counter-statement when he stated that:

> "12.d The respondent has admitted the accounting error and taken steps to rectify same."

The admitted accounting error is reflective of the failure to maintain proper books of account. The fact that the respondent did not notice that he had erroneously paid out such a large sum to a wrong client supports the charge. Further, the difference of US$45 718.06 between the amount the respondent had initially identified as the overpayment and the amount Mr Manyuchi had identified as the overpayment is alarming.

The admissions by the respondent and the above remarks disclose that the respondent irregularly paid out more money to a client than was in the trust account. This was confirmed by the compliance visit.

Disposition

It is our finding that the applicant proved all the charges against the respondent. The proven conduct was unprofessional, dishonourable and unworthy.

APPROPRIATE PENALTY

It is trite that, in arriving at an appropriate penalty, the Tribunal is guided by the opinion of the applicant, being the regulator of the profession. See *Law Society of Zimbabwe* v *Sheelagh Cathrine Stewart* HC-H- 39 – 89. The Tribunal is further guided by the sentencing objectives listed in *Law Society of Zimbabwe* v *Manokore* HH 167/21 at pp 12-13, being *inter alia*:

(a) upholding public confidence in the administration of justice;

(b) safeguarding the collective interest in upholding the standard of the legal profession;

(c) punishment of the errant legal practitioner for the misconduct; and

(d) setting standards to be observed by other practitioners and in the process deterrence against similar offences by like-minded legal practitioners.

Where the offence relates to mishandling of trust funds, the fall-back penalty is the deregistration of the practitioner unless exceptional circumstances exist. See *Chizikani* v *Law Society of Zimbabwe* 1994 (1) ZLR 382 (SC), *Muskwe* v *Law Society of Zimbabwe* SC 72-20 & *Summerly* v *Law Society, Northern Provinces* (2006) SCA 59 (RSA). In *Muskwe* v *Law Society of Zimbabwe* (*supra*) GWAUNZA DCJ remarked at paragraph 9 that:

> "9. A look at the relevant cases and other authorities clearly suggests that courts of law take a very serious view of the abuse of trust funds by a legal practitioner. Further, that lawyers, as a class, generally hold themselves up to very high standards of honesty, integrity and professionalism in the discharge of their legal duties. In the case of *Incorporated Law Society Transvaal v Behrman,* 1977(1) SA 904(T) at 905 H the court unequivocally stated that a practitioner who contravened the provisions relating to his trust account was guilty of unprofessional conduct and liable to be struck off the roll or suspended from practice. The court in *Law Society, Transvaal v Matthews* 1989 (4) SA 389 (T) at 394 expressed the same sentiments as follows:
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> > "I deal now with the duty of an attorney in regard to trust money. … where trust money is paid to an attorney it is his duty to **keep it in his possession and to use it for no other purpose than that of the trust.** It is inherent in such a trust that the attorney should at all times have available liquid funds in an equivalent amount. The very essence of a trust is the absence of risk. **It is imperative that trust money in the possession of an attorney should be available to his client the instant it becomes payable." (***my emphasis***)"**

The applicant has sought the deregistration of the respondent. As stated in *Law Society of Zimbabwe* v *Sheelagh Cathrine Stewart* (*supra*) the Tribunal is required to be guided by the opinion of the applicant unless exceptional circumstances exist. The issue for determination is therefore whether exceptional circumstances exist compelling the Tribunal not to deregister the respondent.

Counsel for the respondent submits that exceptional circumstances exist warranting the imposition of a lesser penalty. He submits that this is the first time that the respondent has been found guilty of misconduct. He did not convert the trust funds to his own use. When he discovered the error leading to his conviction, he reported himself to the Executive Secretary of the applicant.

He took corrective measures to protect the complainants, the profession and the Compensation Fund. He took all necessary steps to recover the overpayment made to Mr Manyuchi. He obtained a court order against Mr Manyuchi under case number HC 3743/18. He entered into a deed of settlement with CBZ Bank under case number HC 3520/18. He secured funds from financial institutions to fully comply with the deed of settlement. He further offered as security for the payment of the debt three immovable properties belonging to members of his family and friends. By the time the matter was heard, he had fully paid the funds involved.

The respondent tenders an apology to the complainants, the profession at large and to the Tribunal. He submits that he is married and a father of four minor children, the eldest being nine years old. He employs ten people who depend on the practice he runs for their sustenance. He has co-operated with the regulator at all times. He has attended to the weaknesses in his accounting system. The Tribunal is invited to note that the applicant took the respondent's practising certificate for a period of eight months in 2019 during which period the respondent did not practice.

Counsel for the respondent further submits that the acts of misconduct the respondent has been found guilty of are not as serious as those dealt with in *Law Society of Zimbabwe* v *Muchandibaya* HH-114-17, *Muskwe* v *Law Society of Zimbabwe* SC 72.20, *Chizikani* v *Law Society of Zimbabwe* 1994 (1) ZLR 382 (SC) and *Law Society of Zimbabwe* v *Manokore* HH 167-21 in which cases the offending legal practitioners were deregistered. In light of the exceptional circumstances and mitigating factors he therefore remains a fit and proper person to practice law. As such the Tribunal should consider other sentencing options which are appropriate in the circumstances. His conduct demonstrates that he has been fully rehabilitated. The intended purpose of de-registration has therefore been realised. The transgressions that the respondent was convicted of attract a fine when committed for the first time. In terms of the Law Society Circular dated 8 March 2021, failure to keep proper books of account attracts a fine of $120 000. Withholding of trust money without lawful excuse attracts a fine of $200 000. Failing to protect client's money attracts a fine of $60 000.

The Tribunal should therefore consider at the least, the imposition of a fine and place the respondent under compulsory pupillage training. At the most, the Tribunal should consider suspending him from practice for a period of six months.

The applicant persists with its prayer that the respondent be deregistered. The Tribunal has found in cases such as *Law Society of Zimbabwe* v *Muskwe* HH 832-18 and *Chizikani* v *Law Society of Zimbabwe* (*supra*) legal practitioners who misappropriate trust funds not to be fit and proper person to practice law. The respondent has been found to have misappropriated trust funds. He breached the trust reposed in him. Such conduct casts a shadow on the good name of the profession. The name of the respondent should therefore be deleted from the register of legal practitioners, notaries public and conveyancers.

We find no exceptional circumstances warranting deviation from the established principle that misappropriation of funds renders a legal practitioner unfit to practice law. What is aggravating is that the respondent sought to cover up for the misappropriation by alleging overpaying another client and withholding the funds as a lien. This was deceitful of the respondent. Instead of making good the loss, the respondent took the complainants on a merry go round when he defended the claims under HC 4753/18 and HC 3520/18.

The pleadings of the two cases are instructive. The respondent did not accept liability at the onset. In HC 4753/18 summons were issued on 19 April 2018. The respondent filed a request for further particulars on 19 June 2018. The following were the requested particulars:

"1. Did the parties ever transact in the course of business as to give rise to the amount being claimed, was there a customer-client relationship?

2. Was there a written agreement between the parties relating to the amount claimed?

On 11 July 2018 he filed a request for further and better particulars. The further particulars and the further and better particulars were requested in 2018 in spite of the fact that the requested information was in the respondent's knowledge. He had attended to the transfer of the property from the Mafukidzes to the buyer in 2017. The full purchase price had been paid into his trust account. There had also been communication between the complainants' lawyers and the respondent regarding the transaction. He had issued a letter of undertaking to CBZ Bank in relation to the conveyancing work. He had alleged in his response to the complaint by CBZ Bank that he was holding the trust funds as lien for fees.

In HC 3520/18, summons were issued on 22 May 2018. The respondent filed a plea on 30 May 2018 in which he pleaded that he was yet to complete the transaction as fees amounting to US 3000 were due and payable. The transaction had however been completed in 2017. The claim

in HC 4753/18 was only withdrawn on 17 September 2017 by consent after settlement in HC 3520/18. The withdrawal was subject to the respondent paying costs of suit on a legal practitioner and client scale *de bonis propris*. The costs signified the court's finding that the respondent's defence to the claim was frivolous and vexatious and an abuse of court process.

The alleged efforts by the respondent to mitigate the exposure to the complainants and the profession do not constitute exceptional circumstances. They only came about after both complainants had sued the respondent and his law firm which claims the respondent had needlessly resisted. The claims were only finalised in September 2018 because of the delays occasioned by the respondent's frivolous and vexatious defence to the claims. The complainants were therefore unnecessarily put out of pocket to recover what was due to them.

The respondent was further found guilty of improperly paying out more than what was due to a client. The fact that he sued the client for the recovery of the payment does not again amount to an exceptional circumstance. The respondent ought not to have found himself in that unacceptable situation. We can do no better than refer to the applicant's submissions that:

> "It is unacceptable that a client had to correct Respondent on the exact amount that was paid from his trust account. It was clearly demonstrated that Respondent had no grasp of the trust account that he was supposed to be safeguarding."

The respondent failed to safeguard client's funds. Such failure warrants the respondent's deregistration.

What we find to be highly aggravating is that the complaints were presented on behalf of the Mafukidzes and CBZ by two of the respondent's peers. The tone of the complaints reflects the seriousness of the transgressions and the repugnance with which the other members of the profession viewed the respondent's conduct.

The respondent did not attach the Circular referred to in its submissions on the imposition of fines. The applicant has not made any submissions regarding the Circular. The imposition of a fine or the suspension of the respondent for a period would in our view not instil confidence of the public in the administration of justice or safeguard the collective interest of the profession in upholding the standard of the legal profession in view of our finding that the respondent misappropriated trust funds

We however find that the aggravating factors outweigh the exceptional and mitigating factors submitted by the respondent. Some of the exceptional circumstances were in essence

mitigatory factors. As stated in *Chizikani* v *Law Society of Zimbabwe* (*supra*) at 390 D-E (cited with approval in *Muskwe* v *Law Society of Zimbabwe* (*supra*)):

> "A legal practitioner who misappropriates his client's funds is not fit and proper person to be placed in the position of trust and confidentiality to which his enrolment as a member of the Law Society elevates him. If there are any mitigatory circumstances, they will be placed in the scales and reflected in favour of the appellant, if and when he applies for reinstatement of his name on the register." See also *Wilkinson* v *The Law Society of the Northern Provinces* (783/2016)[2017] ZASCA 69.

The factors can therefore only be considered when the respondent seeks reinstatement of his name on the register. We find it not necessary to refer to all of the factors individually.

In the result, it is accordingly ordered that:

1. The respondent's name be deleted from the Register of Legal Practitioners, Notaries Public and Conveyancers.
2. The respondent be and is hereby ordered to pay all the expenses incurred by the applicant in connection with these proceedings.

Lawman Law Chambers, respondent's legal practitioners