EPHIAS ADMIRE MAHACHI
versus
KUDAKWASHE MAHACHI (NEE MASAKA)

HIGH COURT OF ZIMBABWE
MUREMBA J
HARARE, 11 June 2018 & 13 September 2018

Civil Trial

L Zinyengere, for the plaintiff
Defendant in person

MUREMBA J: The parties were married to each other in terms of the Marriage Act [*Chapter 37*] on 27 September 1985. They have 5 children together all of whom are now majors. The plaintiff instituted proceedings for divorce on 17 June 2011 after almost 16 years of marriage. The matter before this court is premised on the joint pre-trial conference minute dated 10 October 2013. Two issues are for determination. The first issue is whether or not the marriage relationship has irretrievably broken down. The second issue is whether or not it is fair and just that the parties share the matrimonial property as proposed by the plaintiff.

The plaintiff led evidence himself and from two other witnesses whilst the defendant testified for herself and called one other witness. I will deal with the two issues *seriatim.*

Whether or not the marriage has irretrievably broken down

In support of his prayer for a decree of divorce, the plaintiff stated that the marriage relationship has irretrievably broken down to the extent that it is incapable of restoration to a normal marriage. He said that the parties have not lived together as husband and wife for 20 years now as he moved out of the matrimonial home in 1998. He stated that he has lost love and affection for the defendant whom he accused of being unreasonable in their relationship. He said that he

moved out because there was no love between them and they were having too many quarrels. They would not agree on anything and marriage counseling sessions yielded nothing. The plaintiff said that ever since he left the defendant at the matrimonial home in 1998 they have not shared the matrimonial bed and they have not shared conjugal rights. He has moved on with his life and has been involved with two women. Initially, he was with a woman called Ruth, but she later passed on. He is now with one Linda Midzi with whom he has stayed since 2008 and he has sired 2 children with her, the marriage notwithstanding.

In opposing the granting of the divorce decree, the defendant said that she just believes that the plaintiff will return home when his relations with his paramours sour. She said that this has always been his habit right from the start of their marriage, she is used to it and is willing to condone it. She said that the plaintiff has actually been involved with more than 5 women from the time he left her. She also confirmed that they have not shared conjugal rights for 20 years now. When she was pregnant with their last born child who is 20 years old now, the defendant falsely accused her of adultery and denied paternity of that child. He was only proven wrong by the paternity results after a paternity test had been carried out.

In terms of s 5 of the Matrimonial Causes Act [*Chapter* 5:13] which deals with the issue of irretrievable breakdown of marriage,

"5 (1) An appropriate court may grant a decree of divorce on the grounds of irretrievable break-down of the marriage if it is satisfied that the marriage relationship between the parties has broken down to such an extent that there is no reasonable prospect of the restoration of a normal marriage relationship between them.
(2) Subject to subsection (1), and without prejudice to any other facts or circumstances which may show the irretrievable break-down of a marriage, an appropriate court may have regard to the fact that—
(*a*) the parties have not lived together as husband and wife for a continuous period of at least twelve months immediately before the date of commencement of the divorce action; or
(*b*) the defendant has committed adultery which the plaintiff regards as incompatible with the continuation of a normal marriage relationship; or
(*c*) the defendant has been sentenced by a competent court to imprisonment for a period of at least fifteen years or has, in terms of the law relating to criminal procedure, been declared to be a habitual criminal or has been sentenced to extended imprisonment and has, in accordance with such declaration or sentence, been detained in prison for a continuous period of, or for interrupted periods which in the aggregate amount to, at least five years, within the ten years immediately before the date of commencement of the divorce action; or
(*d*) the defendant has, during the subsistence of the marriage—
(i) treated the plaintiff with such cruelty, mental or otherwise; or
(ii) habitually subjected himself or herself, as the case may be, to the influence of intoxicating liquor or drugs to such an extent; as is incompatible with the continuation of a normal marriage relationship;
as proof of irretrievable break-down of the marriage."

In terms of s 5(1) the court will grant divorce on the grounds of irretrievable break down of the marriage if it is shown, firstly, that the relationship is not normal anymore and secondly, that it cannot be salvaged anymore. In terms of s 5 (2) (a) which is relevant in the circumstances of the present case, the minimum period of separation warranting the granting of a divorce on the grounds of irretrievable breakdown is just 12 months. In *casu* the parties have lived separately for 20 years and have not shared conjugal rights for that long. The plaintiff having left the matrimonial home for that long, not having gone back, having involved himself with several women as the defendant puts it and having sired 2 children with another woman, the marriage notwithstanding, is the one who has approached this court for a divorce. He says that he has lost love and affection for the defendant and wants out. These are clear signs and confirmation that the plaintiff has indeed lost love and affection completely towards the defendant. These factors show that the marriage has broken down and fortify the plaintiff's desire to terminate the marriage, but despite all this the defendant says a normal marriage is capable of being restored between the parties.

In *G v G* 2008 (1) ZLR 254 (H) it was held that if one party wants out and is not changing his or her mind, there is need for the other party to show that there are prospects of reconciliation. Evidence to this effect should be placed before the court. However, the defendant was unable to place such evidence before this court. All she managed to show was that she does not want the marriage to end. Unfortunately, at law that alone is not enough to save her marriage. I would not really know if she genuinely still has love and affection for the plaintiff or she is doing this for ulterior motives. It remains a mystery how after 20 years of having been deserted she remains committed to the plaintiff. With 20 years of living separately there is no more marriage relationship to talk about at all and as such there is nothing to restore or reconcile. All there is between the parties now is just the marriage certificate, just a legal document binding the parties who are now total strangers to each other.

During the defendant's cross examination of the plaintiff, she asked him if it was true that he no longer loved her. He confirmed it. He told her right to her face that he no longer loved her. When he said it she made a remark that all along she did not know as he had never told her that he no longer loved her. Obviously that was not a sincere remark considering the history of their marriage. The plaintiff moved out of the matrimonial home in 1998, issued summons for divorce

in June 2011 and persisted with the matter until trial commenced in June of this year, 2018, despite the defendant having played delaying tactics over the years with the hope that the divorce would not go through. From the time the matter was allocated to me for trial in January 2018, I was not able to hold the trial until the 11th of June 20218. In between I postponed it on 3 occasions at the behest of the defendant whose one request on all the occasions was to be accorded a chance to seek legal representation. However, each time the matter was postponed she never brought a legal representative, it was always one story after the other until I ordered that she should seek legal representation as we proceeded with the trial. Until the trial ended, she never brought a lawyer despite the trial lasting 3 days. All the while the plaintiff never changed his mind about his intention to terminate the marriage. Under the circumstances the defendant cannot profess ignorance about the plaintiff no longer loving her. She had known for a very long time that he had lost love and affection towards her. Clearly, her tactic had been to delay the finalization of the matter. She was just trying to avoid the inevitable.

I will in the circumstances grant the decree of divorce the plaintiff is seeking.

Whether or not it is fair and just that the parties share their matrimonial property as proposed by the plaintiff?

As a starting point it is important to mention that it is common cause that the plaintiff has always been employed in the Zimbabwe National Army. When he issued summons he was a Lt. Colonel but he now holds a higher rank. The defendant has never been employed all her life. She has always been a fulltime house wife, taking care of the home, the plaintiff and the children. She never made any financial contribution towards the acquisition of any of the properties that were acquired during the subsistence of the marriage. She never acquired any property on her own before marriage, during marriage and after separation with the plaintiff.

Immovables

In the declaration the plaintiff averred that there were 4 immovable matrimonial properties for distribution namely: Stand 9 Darling Close, Hatfield; Stand 6888 Glen View, Harare; Stand 285/286 Murambinda Growth Point, Buhera and Orange Grove Farm, Odzi. He averred that it would be just and equitable that he be awarded Stand 285/286 Murambinda Growth Point, Buhera and Orange Grove Farm, Odzi with the defendant being awarded Stand 9 Darling Close, Hatfield; Stand 6888 Glen View, Harare.

However, during trial the plaintiff gave evidence to the effect that there were now 3 immovable matrimonial assets left for sharing namely, Stand 9 Darling Close, Hatfield; Stand 6888 Glen View, Harare and Stand 285/286 Murambinda Growth Point, Buhera. It emerged that Orange Grove Farm, Odzi which he had included in in the declaration had since been sold. He sold it in 2012, after he had issued summons in 2011.

In her plea the defendant confirmed the properties disclosed by the plaintiff and went on to state that there were other properties which had been omitted by the plaintiff in his declaration. The additional properties were House Number 1373 Crowborough, Harare; Stand 501 Hougton Park, Harare; Stand number 301 Shortstone, Waterfalls, Harare; a house in Chitungwiza; Stand 1275710 in Mabelreign, a plot in Norton and a plot in Murehwa. The defendant averred that she should be awarded Stand 9 Darling Close, Hatfield; Stand 6888 Glen View; Harare and Stand 285/286 Murambinda Growth Point, Buhera; Orange Grove Farm, Odzi and 1373 Crowborough, Harare. She wanted the rest of the property awarded to the plaintiff, *viz*, Stand number 301 Shortstone, Waterfalls, Harare; Stand 1275710 in Mabelreign; Stand 501Houghton Park and a plot in Norton and a plot in Murehwa. This was despite the fact that she was indicating that the Mabelreign and the Houghton Park stands had already been sold.

The plaintiff confirmed that the Mabelreign stand was sold when the parties were still together long back in the 1990s in order to send their first daughter to school. It was illogical for the defendant to say this property should be awarded to the plaintiff when she knew that the property was sold long back in the 1990s for the benefit of their child. The defendant was also unable to prove the ownership of Stand 501 Hougton Park which the plaintiff said belonged to his brother George Mudhakwa who had since sold it to a third party. Further, the defendant was unable to prove the existence of the Chitungwiza house. She had no description of that property and neither did she have paper work to prove its existence. In terms of s 7 (1) of the Matrimonial Causes Act [*Chapter* 7:13] all these immovable properties cannot be subject to distribution between the plaintiff and the defendant because they are non-existent. The provision reads;

"7 Division of assets and maintenance orders

(1) Subject to this section, in granting a decree of divorce, judicial separation or nullity of marriage, or at any time thereafter, an appropriate court may make an order with regard to—

(*a*) the division, apportionment or distribution of the assets of the spouses, including an order that any asset be transferred from one spouse to the other"(My underlining)

What is subject to distribution are the assets of the parties that are available at the time of the dissolution of the marriage. What constitutes this property is the property that was acquired by the spouses either individually or together before the marriage, during the marriage and after separation[1]. Property that was disposed of by the parties either individually or jointly cannot be subject to distribution because it is no longer there. However, in a case where it is shown that a spouse disposed of an asset or assets *mala fide* pending divorce, I do not see why the court in the exercise of the broad discretion that it has in terms of s 7 (1) would not take that factor into account in distributing the assets that will be available between the parties at the time of divorce. In terms of s 7 (4) of the Matrimonial Causes Act in sharing the property the court is enjoined to have regard to all the circumstances of the case. A list of circumstances is given under that provision but it is not exhaustive. Therefore any circumstance of the case that brings about justice between the parties should be taken into account.

Of the properties both parties listed it emanated from their evidence that the Odzi farm was acquired by the plaintiff after the parties had separated around 2000 and 2000 and the defendant played no part in its acquisition. She never went to the farm. It was then sold in 2012 by the plaintiff after he had already issued summons for divorce. He said that he sold it because he had realized that it was not beneficial to him as he was unable to run it because of the nature of his employment in the Army. Despite having played no role in the acquisition of the farm and the fact that it had been acquired by the plaintiff after the parties had separated, the defendant argued that proceeds from the sale of that farm had been used to purchase the Shortstone house in Waterfalls, Harare for the family. She said that the plaintiff had told her about the intention to purchase the Shortstone house and that after it had been purchased, he took her and the children to go and see it saying that it was their big house. Apparently, the defendant was just lying to the court because the Shortstone house was bought in 2008, 4 years before the farm was sold in 2012. The proceeds of the farm could not therefore have been used to buy that house. The agreement of the sale of the farm was produced. It also turned out that the Shortstone house was

jointly acquired and is jointly owned by the plaintiff and Linda Midzi, the woman the plaintiff is currently staying with. Title deeds are both in their names and it was acquired in 2008, 10 years after the plaintiff had deserted the matrimonial home. The defendant made no contribution

[1] *Gonye v Gonye* 2009 (1) ZLR 232 (S) and *Sibanda v Sibanda* SC-7-14.

whatsoever towards its purchase. She cannot therefore claim that this is matrimonial property between herself and the plaintiff. The property is an asset of the plaintiff together with Linda Midzi and as such it cannot be subject to distribution between the parties. The court will however in distributing the assets between the plaintiff and the defendant take into consideration that the plaintiff has a 50% share in this property which he jointly owns with Linda Midzi.

What remains of the immovable properties listed by the parties are the following properties: the Hatfield house, the Glen View house, the Murambinda house and the Crowborough house. In their pleadings and in their evidence both parties were agreed that the defendant be awarded the Hatfield house which was their matrimonial home and this is where the defendant has always stayed with the children from the time it was bought. I will award this property to her. It is however common cause that title to this property is in the name of the plaintiff's young brother one Alex Mudakwa who testified to the effect that his brother, the plaintiff asked him to register the property in his name back then in 1999 because he was unable to do so himself since he already owned another immovable property in Glen View. Alex Mudakwa stated that he is willing and prepared to transfer title to any person to whom he is directed to do so by the plaintiff.

In his summons and declaration the plaintiff offered the Glen View house to the defendant. In turn in her plea she accepted the offer. It was only during trial that the plaintiff made a turn around and started saying that he wants the property awarded to him because he acquired it with his first wife before he got married to the defendant. She vehemently denied it saying that that property was acquired when they were already customarily married, although they then later solemnized their marriage in 1985. She however confirmed that when she got married to him he was still married to his first wife. It is not in dispute that the plaintiff got title to the property in October 1983. The defendant said that they had gotten customarily married in 1982. The defendant also testified that rentals from this house are the ones that have sustained her from 1998 when the plaintiff moved out to date. The plaintiff admitted that it is the defendant who has always collected rentals from the Glen View house since 1998. With this background, I am persuaded to award the property to the defendant. This is moreso considering that when the plaintiff issued summons he proposed that this property together with the matrimonial house in Hatfield be awarded to the defendant. He had proposed that he be awarded the Murambinda House and the Odzi farm. The plaintiff did not give good reasons for changing his mind about his initial offer, that she be awarded

the Glen View property. He gave the reason that the defendant had always collected rentals from this property over the years and now it should be his turn to do so since he is the one who is sending their last born child to university. This is not a good and sufficient ground because over the years he managed to send all the other children to school with the defendant collecting rentals from this property. He did not say what has changed now. He cannot just change his mind during trial and say he now wants the property in the absence of good grounds. It appears that he has changed his mind because he later sold the Odzi farm which he had initially said should be awarded to him. He sold the farm and used all the money by himself. He did not give the defendant a share from the proceeds. He cannot now seek to be awarded the property that he had proposed should be awarded to the defendant when at the pre-trial conference the parties agreed that the issue for trial was whether or not the property should be distributed as he had proposed in his pleadings. He knew that he had already disposed of his share. It is a factor that I will take into account. He has already disposed of what he had said should be awarded to himself, as such I will not award to him the Glen View property which he had proposed should be awarded to the defendant. A spouse cannot dispose of property pending divorce and expect to benefit from such an act at the expense of the other spouse.

The Glen View property has sustained the defendant all her life from the time the plaintiff deserted her in 1998. She is unemployed and the rentals from that property are her source of income. Evidence did not show that the plaintiff was paying her any maintenance from the time he left her. In the present case he has made no offer to maintain her. Although she made no counter claim for maintenance, during trial she kept asking the plaintiff how she is going to survive if he takes away the Glen View property. This was a valid question. Her children are now all majors still, but she still has to go on with her life after divorce. It is only fair that she be placed in the position that she has been for the past 20 years when the defendant deserted her. Taking away her source of income at this stage when she is now 55 years old will leave her in a worse off position than the position she was before. She has always been an unemployed house wife with no professional qualification at all. All the income generating projects she ever tried to embark on were total failures. With her now fairly advanced age I do not see her being able to do anything that will enable her to look after herself. At least the Glen View property will enable her to enjoy

the standard of living she had been accustomed to during the marriage despite the separation of 20 years.

I will award to the plaintiff the Murambinda property. This can only be fair considering that the plaintiff has been awarded the Hatfield house and the Glen View house. It is unreasonable for the defendant to want to be awarded the Murambinda property as well because it is apparent that she wants the lion's share of the properties for no apparent reason. It is as if she wants the plaintiff punished for terminating the marriage. She basically wants him to walk out with nothing just to spite him. She is a woman who is full of bitterness and her only desire is to fix and frustrate him. Maybe she believes that this will make him come back to her, but she is so wrong. She refuses to accept that the plaintiff does not love her anymore.

Coming to the Crowborough house, it is a fact that this is property jointly owned by the plaintiff and the defendant. It was bought in 1997 before the parties separated in 1998.The title deeds are in both their names. The plaintiff said that they sold this property to his son Claudio Mahachi some years ago in 2010 after they ran short of university fees for their son Terrence Mahachi who was studying at Fort Hare University in South Africa. The plaintiff's evidence was that they had Claudio Mahachi sell his car, a Nissan Sunny and give them the money and in exchange they gave him the house in Crowborough. No written agreement was signed since the whole transaction was a family arrangement. The plaintiff said that when the transaction took place four people were involved and present and these were the defendant, Terrence, Claudio and the plaintiff himself. He said that they all went to Msasa see a car dealer who sold the car for them and gave them the money which they then gave to Terrence to go to school. The plaintiff said that the title deeds of the property have not been changed but this explains why Claudio has been staying at this property for the past 10 years or so. He said that this is a property which was sold to his son and as such it is no longer available for distribution between the parties. In his replication to the defendant's plea the plaintiff had said that this is the reason why he had not included this particular property in the declaration when he listed the properties that were acquired by the parties and that were available for distribution. Claudio Mahachi came and corroborated his father's evidence. He said that in 2010 Terrence, the first born son of the plaintiff and the defendant was sacked from Fort Hare University in South Africa for tuition fees. Terrence said that since the money was not there they ended up agreeing as a family to dispose of his car with the help of a friend of his who

had a car sale. In turn it was agreed that Claudio would take the Crowborough house. The car was sold for US$2500.00 and he gave the money to the plaintiff, Terrence and the defendant. Claudio said that a 3 months' notice was then given to a relative who was in occupation of the house to vacate and thereafter he took occupation of the property. He said that since this was a family arrangement no written agreement was entered into. He said that the value of the house at the time was US$13 000 which was way more than the value of the car which was US$2500.00 that he gave for Terrence's fees, but that was the arrangement the family agreed upon. He said that he had not yet taken transfer of the property because he was still gathering money to effect the transfer. He said that he had not yet raised the money because he had some problems he was still dealing with. He said that from the time he took occupation he did some plumbing connections at the property, cleared the water bill to the tune of $800.00, erected a pre-cast wall and a gate. The defendant who is a step mother to Claudio vehemently denied any knowledge of this sale transaction. She said that she was not told that the house had been sold. She said that she is still in possession of the title deeds. She said that she should get her half share of this property. The defendant however, did not dispute that Claudio Mahachi has been staying at the property since 2010 which is for about 8 years now. She also did not dispute that he has since cleared the water bill, erected a durawall on the property and that he did the plumbing connections. She also did not dispute that Claudio cleared the water bill that was owing. The defendant said that she wants her share of the property because she was not aware that the house was sold to Claudio Mahachi. She said that she is still in possession of the title deed. It is not in dispute that there is no written agreement for the sale of this property. Both the plaintiff and Claudio said that they had not considered it necessary because it was a family matter.

Although there was no written agreement I was satisfied by the evidence of the plaintiff and his son Claudio that they told the truth of what transpired in respect of this property. They impressed the court as credible witnesses while the defendant on the other hand fared badly as a witness. Whilst all along he was saying that he knew nothing about the transaction it was only when she was under cross examination that she said that Claudio came to her asking for the title deeds of the property saying that he had bought the property from his father. She failed to explain why Claudio was in occupation of the property since 2010. She said that when the plaintiff gave him occupation he did not tell her. She admitted that Terrence was sacked from university for want

of fees. She however said that it was the plaintiff's friend one Chinyanga who gave them the money. She was not being truthful because if she was she would have put this to both the plaintiff and Claudio. She was unable to explain on what grounds Claudio had done all the improvements he did on the property. The problem with the plaintiff is that she wants everything for herself. She will lie through her teeth to get anything and she is not even ashamed about it. She chose not to call Terrence her own son to come and testify on her behalf that she knew nothing about the sale of the house to Claudio. It was because she knew that they entered into this transaction with Claudio. The court believes the plaintiff's story that this is the very reason why the defendant had in her plea made a proposal that a non-existent Chitungwiza house be given to Claudio. She knew that Claudio had helped them out in their time of need, but she did not want him to take the Crowborough property which they had agreed he should take. There is no other explanation why Claudio would stay on this property for this long making improvements on it with the defendant not getting any rentals from it as she has been doing with the Glen View property. There is also no any other explanation why out of all the children the defendant would want the step child to be given an immovable property whilst her own biological sons are not getting anything. In light of all this, I am satisfied that the Crowborough property was subject to a transaction which was entered into by and between the parties and Claudio. As such it cannot be subject to distribution between the parties unless they finalise their matter with claudio. I will not award it to the defendant as she wants.

With regards to the plot and the farm, both parties were agreed that there is an A1 plot in Murehwa and a farm in Norton. It is common cause that these are government properties having been acquired through the land reform exercise. The Murehwa plot was acquired by the parties together and both their names are on the property according to the evidence they gave. The plaintiff got allocated the Norton farm long after the parties had separated. The plaintiff said that he is prepared to relinquish his share in the Murehwa plot so that the plaintiff can retain that plot for herself since she is the one who has been using it from the time he left her 20 years ago. He proposed that he should be made to retain the Norton farm which he acquired on his own after he had left the defendant. Despite having proposed that the plaintiff should be awarded both the plot and the farm in her plea, during trial the defendant was now saying that she should be awarded the Norton Farm with the plaintiff being awarded the Murehwa plot. Her argument was that the Norton

farm will be near for her since she does not drive. She said that the plaintiff has cars so it is easy for him to drive to the plot in Murehwa. As I have already stated above, the defendant just wants to spite the plaintiff for divorcing her. She wants everything that the plaintiff has including the things he acquired long after he had left her. What is just and equitable is that each party should retain the plot or the farm they have been using as was suggested by the plaintiff. The plaintiff will retain the Norton farm whilst the defendant will retain the Murehwa plot.

Movables

In his declaration, the plaintiff did not list any movables which should be subjected to distribution but he suggested that the defendant be awarded all the movable matrimonial property. In his evidence he said that when he left the matrimonial house in Hatfield in 1998, he left with nothing. He said that the defendant can have all the property in that house. In her plea the defendant stated that the plaintiff had omitted to include the motor vehicles namely, a Mercedes Benz ACB 7747, a Toyota Cressida and 5 commuter omnibuses and 3 tractors. She however, indicated in the same plea that the 5 commuter omnibuses and Toyota Cressida were sold.

In response the plaintiff said that the only Toyota Cressida that he knew of was the one which his late wife Ruth Chilova was using. Between himself and the defendant there was never a Toyota Cresida. He also denied the existence of a Mercedes Benz. He said that the defendant should keep the 2 motor vehicles that she currently has at Hatfield: a Mazda Primus and a Toyota Hilux pick up single cab. About the 5 commuter omnibuses, the plaintiff said that he bought them in 1999 and disposed of them in 2002 after 3 of them had been involved in accidents. He said that he realised that they were not profitable hence he disposed of them. He said that in doing this he had no reason to consult the defendant because she was no longer part of his life since they had separated in 1998. I am in agreement with him. About the 3 tractors, the plaintiff said that he had given 2 to the defendant to use at the Murehwa plot but one was burnt at the plot and she sold the other one. He said that the third one he got it from government as part of the agricultural mechanization scheme. He said that this one is at his Norton farm but it has also broken down. He said that he acquired it after they had long separated. The defendant was not able to dispute any of this evidence. It is clear that from the list of motor vehicles given by the defendant that there are none to distribute. There

is only one tractor which the plaintiff has at the Norton farm. The defendant having had 2 tractors, she cannot be entitled to the one the defendant has. He has to use it at his Norton farm.

During trial the parties digressed and sought to deal with other properties such as trucks and boats which none of them had included in their pleadings. The plaintiff acquired them after the parties had long separated. The defendant was saying she wants a share of these. I am not going to deal with them because they were not included in the pleadings. In any case evidence showed that all the trucks were no more and the boats belong to a company that was formed by the plaintiff and Linda Midzi as recent as 2017.

Accordingly, it be and is hereby ordered that:

1. A decree of divorce is granted.
2. The plaintiff is awarded the following immovable property: Stand 285/286 Murambinda Growth Point and the Norton Farm.
3. The defendant is awarded all the movable property at 9 Darling Close, Hatfield, Harare.

4(a) The defendant is awarded the following immovable property:
9 Darling Close, Hatfield, Harare and Stand 6888, Glen View, Harare.

(b) The plaintiff shall meet the costs of transfer of the two properties and sign the transfer papers within 6 months of this order. For the avoidance of doubt, the plaintiff shall ensure that Alex Mudakwa signs the transfer papers in favour of the defendant in respect of 9 Darling Close Hatfield, Harare.

(c) In the event of the plaintiff and Alex Mudakwa failing to sign the requisite transfer papers, the Sheriff is directed to sign the papers to effect transfer of ownership to the defendant in respect of both immovable properties.

6 The defendant is awarded the Murehwa plot subject to regularization of names with the Ministry of Lands and Rural Resettlement.

7 Each party shall bear its own costs.

Zinyengere Rupepa, plaintiff's legal practitioners