PAROAN TRUCKING (PVT) LTD
t/a PETROL-OIL ZIM
versus
MOSSRICH INTERNATIONAL TRADING (PVT) LTD
and
HARWICH TRADING
t/a BINDURA SERVICE STATION
and
TANATSIWA HURUVA

HIGH COURT OF ZIMBABWE
TAKUVA J
HARARE, 21 May 2013, 4 July 2013, 29 July 2013 and 24 September 2014

Civil trial

I.E.G Musimbe, for the plaintiff
S. Hashiti, for the 2nd nd 3rd defendants

TAKUVA J: Plaintiff instituted proceedings against defendants. At the commencement of the trial, plaintiff's Counsel conceded that the special plea as to lack of jurisdiction to determine the matter against the first defendant a peregrinus had merit. The court upheld the special plea with costs and the trial proceeded against the second and third defendants.

The facts of this case are simple and straight forward. They are as follows;

Sometime in August 2010, the plaintiff entered into an agreement in terms of which the first defendant duly represented by the second and third defendants were to obtain a letter of credit confirmed as a working instrument in the sum of US$3 000 000-00 to enable the plaintiff to secure fuel. Further, the parties agreed that defendants would receive 10 percent of the face value of the letter of credit to facilitate the acquisition of the same from international financiers.

In pursuance of this agreement, the second defendant received the following payments from plaintiff for outward transmission to first defendant,

a) US$150 000-00 on 4 August 2010
b) US$110 000-00 on 14 August 2010
c) US$40 000-00 on 18 August 2010.

The promised letter of credit did not materialise and plaintiff commenced these proceedings. Defendants defended the action by entering appearance to defend and filing a plea in the form of an exception and a special plea. As per above the special plea was upheld but the exception was dismissed.

In terms of the Joint Pretrial Conference Minute the issues for determination are the following;

1) Did the second and third defendants not stand as surety and co-principal debtors with the first defendant, for the repayment of US$300 000-00, which had been paid to the defendant through the second defendant?
2) Did the third defendant sign the undertaking to stand as a co-principal debtor and surety debtor in issue under duress?

These were indicated as issues 1.6 and 1.7 on the Joint Pretrial Conference Minute. Issues 1.1 to 1.5 became non issues for different reasons. The first defendant a peregrinus was no longer before the court since the court had no jurisdiction over it.

Plaintiff opened its case by calling its Managing Director one Hebron Thomas Peters who stated that he knew third defendant in that they attended the same high school. Years later, third defendant was introduced to him by plaintiff's financial manager as someone who represented an International Financial Company which had credit lines with International Banks. The witness stated that the nature of their business was to import petrol, diesel and paraffin in large quantities from international suppliers. These products would be distributed locally. Due to economic sanctions imposed on Zimbabwe, most international suppliers were not accepting local bank payments instruments i.e ------ letters of credit. Therefore, to enable plaintiff to buy more volumes, it had to secure credit lines with international banks who in turn would guarantee payment to a supplier after an agreed period between plaintiff and the supplier.

Third defendant then explained that the charges would be 10% of the value of the letter of credit. The witness worked out the period and agreed that the supplier be issued with a letter of credit in the sum of US$3 000 000-00 (US$3 million). According to third defendant it would cost plaintiff US$300 000-00 i.e. 10% of US$3 million to have the letter of credit issued. Further third defendant advised the witness that that it would take twenty-

one (21) days from the date the supplier would have signed the draft copy for the letter of credit to bear fruit. Thereafter third defendant instructed the plaintiff to deposit the US$300 000-00 into second defendant's bank account. The money was duly deposited in staggered instalments until the full amount had been paid. The witness said although he did not interact with first defendant, he was made to believe that it was a financial institution that had lines of credit with various international banking institutions.

When twenty one days expired without a letter of credit being issued the witness enquired from their supplier as to what the problem was. The witness said their supplier told them that the letter of credit received was unacceptable because it was unconfirmed. The supplier had been advised by his bank not to accept an unconfirmed letter of credit. Upon realising that there was something amiss, the witness said a decision was then made to involve the Loss Control manager since all other supliers' banks were raising the same query. The plaintiff resolved to ask the third defendant to refund the money and he was agreeable.

The third defendant failed to pay but furnished the witness with affidavits which were produced as Exh 1 where they appear on pages 1, 2 and 3. On page 1 of Exh 1 is an affidavit sworn to by the third defendant. In para 2, third defendant wrote,

> "2. This settlement only relates to the fuel delivered on the 19th of April 2011 by Lolin Energy (Pvt) Ltd South Africa. We have acknowledged settlement with Paroan Trucking (Pvt) Ltd to meet its obligation which has now been finalised."

It was commissioned on 10 June 2011. It should be noted that Paroam Trucking is the plaintiff in this matter.

The second affidavit by the third defendant appears on page 2 of Exh 1. It contains four paragraphs. The first paragraph reads;

> "1. The facts stated herein are within our knowledge and to our belief true and correct. I operate a company called Harwich Trading (Pvt) Ltd. I confirm arrangements with the fuel from Lolin Energy Solutions (Pvt) Ltd and Paroan Trucking (Pvt) Ltd both these individual companies were dealt with Moses Mossrich together and myself"

Paragraph 2 reads

> " 2. Lolin Energy Solution Trading (Pvt) Ltd and Paroan Trucking we are bound by the following facts;
> 2.2 <u>Paroan Trucking (Pvt) Ltd relates to $300 000-00 (three hundred thousand US dollars) being a letter of credit deposits made to Harwich Trading (Pvt) Ltd then to Mossrich International (Pvt) Ltd to date has not been fulfilled and either sides (sic) has incurred expenses.</u>

2.3 We assume full responsibilities to the prejudiced above companies.

3. It is understood that all criminal and civil proceedings will be held in abeyance as long as payment is made on or before clause 4.

4. Payment of the full amount is due and payable within 21 days of signing this agreement." (the underlining is mine). This affidavit was commissioned on 28 July 2011.

On page 3 of Exh 1 is a memorandum of understanding signed by third defendant, a Managing Director for plaintiff and two witnesses on 9 December 2011. In that memorandum the third defendant refers to the second defendant as the Debtor. He also indicated that he personally was "legally representing Mossrich International and Moses Mossrich in respect of money owed" by these two. The plaintiff is referred to as the Creditor.

Other relevant portions of the memorandum are as follows;

"1. The debtor accepts liability of the said companies, are (sic) truly lawfully, and unconditionally indebted to the creditor in the sum of Three Hundred Thousand United States Dollars only (US$300 000) save for Amin 1% ERP included by the debtor.

2. The Debtors agree that the total sum of Three Hundred Thousand Dollars only will be forwarded to the lawyers' account being Hute and Partners being the Creditor's legal representatives not later than the 14th of December 2011. The debtors acknowledge High Court case number 6348/11 in which summons were issued acknowledged receipt of service by Deputy Sherriff.

3. The debtors agree that apart from payment an interim arrangement of funds will be made available to the creditor in the sum of Two Million United States Dollars only, not later than the 14th of December 2011 being the line of credit which was mutually agreed to pending finalisation of Clause 2.4.

4. Any latitude or extension of time which the creditor may allow the debtor shall not be deem (sic) to be a waiver of the creditor's right under this memorandum of understanding.

5. This memorandum of understanding is made without prejudice to the creditor's right to institute any civil or criminal process in the event of any breach of the terms hereof by the debtors----" (my emphasis).

The witness went on to say that second and third respondents were the debtors. Despite being furnished with the above affidavits and numerous communications, the defendants failed to make payment. He vehemently denied that third defendant signed the affidavits under duress stressing that the third defendant told the witness in his face that he would pay the money. The witness further said the third defendant never raised the issue of duress or undue influence at all.

This witness' testimony is straight forward in that he gave a simple narration of events. Most of his evidence is common cause. The disputed areas relate to the alleged duress and that there was performance by the defendants.

As regards duress, this witness' testimony does not assist much in that he said third defendant brought the documents. He did not know the circumstances under which third defendant signed them. His evidence that third defendant never mentioned the issue of duress to him during their encounter was never challenged. As regards performance, the witness was adamant that there was non performance in that plaintiff was never issued with a valid letter of credit. He explained a letter of credit as a financial instrument guaranteeing payment to supplier upon delivery of goods to a customer. The witness further explained that third defendant represented a financial institution in Zimbabwe with credit line internationally. According to the witness, third defendant was supposed to give him a draft copy of a letter of credit from the issuing bank which was Dubai Bank of Kenya. The witness would then forward this draft to his supplier for acceptance. He said there are two types of drafts, namely, the Confirmed draft and Unconfirmed Draft. The former is cash covered while the latter is not. The witness said the draft prepared by defendants to the supplier was unconfirmed and this is why Dubai Bank of Kenya refused to issue the letter of credit.

In my view, this witness's version *vis-a-vis* performance is more probable than that of the third defendant because even the third defendant could not produce any evidence that the letter of credit was issued. He expected the court to simply rely on his *ipsi dixit*.

Plaintiff's second witness was Mr Chayenne Lazarus Tommy who is a logistics manager for the plaintiff. His testimony was that he was called by the plaintiff to deal with a problem involving third defendant and plaintiff since he dealt with loss and logistics. The witness who referred to the third defendant as "Tana" said the third defendant was to ensure that there was surety as he had failed to satisfy the bank's requirements. He further stated that there were two creditors namely LOLIN Energy (Pvt) Ltd and Plaintiff. The former wanted "to press charges against third defendant for theft of its fuel while the latter was pursuing the refund of the US$300 000-00.

The witness said he was called to a meeting at Monomotapa Hotel where third defendant typed an affidavit and had it signed before a commissioner of oaths on 28 July 2011. He obtained a copy of the affidavit from third defendant. When asked whether third defendant compiled the affidavit under duress, the witness said he knew nothing about third defendant's arrest but on the day in question he was not in police custody. The witness denied

wearing a police track suit on that day. According to the witness, the third defendant is a Christian and Elder in his church. Asked about the use of the word "we" in the affidavit, the witness said third defendant always referred to himself as "we".

As regards the memorandum of understanding on page 3 of Exh 1 the witness said this was done at plaintiff's office and in his presence. When asked who were the "debtors" mentioned in para 2, the witness said the debtors were first, second and third defendants, although first defendant had no intention of paying the debt because third defendant had not paid for his fuel. Consequently, third defendant agreed to pay the debt.

Under cross examination, the witness was asked about duress and he said third defendant did not raise the issue at all until just before the pretrial conference meeting. He denied that the third defendant acted under duress saying on the contrary it was the third defendant who continuously approached him "asking for a settlement". Further he stated that it was the third defendant who would go and do the affidavits on proposals of how to settle.

The witness' evidence reads well in my view. The third defendant did not explore deep into the issue of duress. In other words it was never put to the witness how, when and by who the third defendant was subjected to duress, that induced such fear as was sufficient to negative his apparent consent to the contract. The third defendant's counsel only made broad generalisations of the alleged coercion during cross examination. As a result the witness' testimony on the issue of duress or undue influence remains largely unscathed.

The plaintiff closed its case after leading evidence from this witness and counsel for defendants applied for absolution from the instance arguing that no cause of action had been established. The application was dismissed and the reasons appear in the ruling I made at that stage. Defendants then opened their case by calling third defendant, Mr Tanatswa Huruva as a witness. His testimony is as follows;

He holds a Bachelor's degree in Accounting, a full member of the Zimbabwe Institute of Management. He has over 15 years experience and over ten of those years in senior positions. He explained the concept of a letter of credit as follows;

> "Due to sanctions and low capitalisation, our local banks are considered risky in international trade. Therefore, letters of credit are the principal instruments used by importers and exporters as they guarantee payment to a supplier in a foreign country by an importer from another country against performance by the supplier. A letter of credit embodies an agreement between buyer and seller and will obligate the buyer's bank to effect payment once the seller had loaded the goods in trade on to the buyer's vessel"

He described Mossrich International Trading (Pvt) Ltd as an "investment house which manages an investment pool of funds deposited in various banks. Once they get transactions that require funding they would direct that to where there was latitude." In *casu* he said that under Mossrich's credit with Dubai BANK OF KENYA, there was sufficient capacity to perform a letter of credit for US$3 million. He agreed that a letter of credit is similar to a bank cheque.

Mr Huruva ascribed the problems that bedevilled this transaction to plaintiff's incompetence. Firstly, he said plaintiff had an agreement with a Tanzanian company called BLACK GOLD. However, when Peters visited Tanzania he discovered that Black Gold were not who they said they were and plaintiff looked for another supplier. Secondly, Peters visited Nigeria to check on how a Chinese Company called JON LANG WEAVING Company was going to source fuel from Nigeria. He met the supplier but upon return he asked for cancellation because there was a challenge in that Nigeria does not export refined products and the letter of credit –was being issued to a Chinese Company which in turn was going to do a "back to back" transaction. He said the danger was that the Chinese could encash the letter of credit and not supply fuel to plaintiff. Due to these challenges, the letter of credit was not issued.

Thirdly Mr Huruva stated that a Mr Magura who was then employed by plaintiff wrote to Mossrich requesting that they do US$1 million letters of credit to buy maize from Zambia using a proxy as plaintiff had no licence to import grain. Documents were prepared and sent to Mosrich. However another challenge arose in that there were no "Swift KEYS". These were basically passwords used by banks when communicating. The Zambian banks had no such keys. These problems were subsequently resolved and a letter of credit was issued by FIRST ALLIANCE BANK of Zambia. For US$1 million. Later, Mugura and Peters drove to Zambia to load grain but were advised on arrival that FIRST ALLIANCE BANK had not forwarded the letter of credit to Investment Trust Bank of Zambia.

Whilst they were trying to resolve this problem, they requested Dubai Bank to "open keys" with Investment Trust Bank. This was successfully done resulting in a second letter of credit for US$1 million being issued. According to Mr Huruva, there were now US$2 million letters of credit stuck in Zambia but by their nature they would not be retracted by the issuing bank because their issuance was irrevocable. Consequently, the plaintiff now had a big problem in that the issuing bank could not withdraw and the supplier could not load without

the letter of credit. This was despite the fact that the same supplier had signed the draft with conditions which had been sent to Dubai Bank.

At this instance, the Managing Director for Mossrich came to Zimbabwe and held meetings with plaintiff and a written agreement was reached whereby Mossrich would assist plaintiff to secure a letter of credit to a petrol company that would supply fuel "Extank Masasa" meaning that fuel would be made available at NOCZIM terminal in Masasa, Beira and Matola. The supplier this time was I.P.G KUWAIT. Mossrich then established a letter of credit –through STANBIC BANK GHANA and confirmed by STANDARD BANK UK.

The witness claimed that he was in possession of an agreement between Mossrich's Managing Director and plaintiff signed in 2011. A letter of credit for US$286 100-00 became a live instrument. Subsequently, another letter of credit for US$500 000-00 was issued making a total of US$786 000-00. This would have enabled plaintiff to access 800 00-00 litres of fuel since Mossrich had approval by IPG of all the issuing banks. Further, IPG Kuwait gave "a release" to plaintiff of 288 888 litres of fuel against the first letter of credit while waiting for the second one to come aboard.

According to Mr Huruva, plaintiff then went ahead and paid duty to NOCZIM. He claimed that he had documents showing that duty was paid. However, plaintiff did not pay the full amount opting to load 179 000 litres against the release. He further stated that in terms of the parties' agreement, the "turn around time was three working days from loading". Instead of paying by the third day, plaintiff only paid after 14 days and IPG blocked further upliftment of fuel. A dispute arose and according to the witness, the plaintiff then started demanding a refund.

In summary, the witness said Mossrich performed his part of the contract by securing letters of credit worth $2786 000-00 against $3 000 000 -00. Further he said Mossrich was willing to fulfil the balance of $200 000-00. In his view plaintiff should have sued its suppliers who did not perform after signing drafts signifying acceptance of the letters of credit. This the plaintiff did not do.

As regards duress, the witness' testimony was basically that he was taken to the President's Office where he saw "a senior man called Ndebele". He claimed that he was in the company of Mr Peters. Mr Ndebele is alleged to have told the witness to "get Mossrich to pay or become an unceremonious guest of the state". Subsequently he signed the document dated 10 June 2011 in Mr Peters Office but he does not understand the use of the word "we" in the document. However he said the balance owing related to US$200 000-00. He further

said he was accompanied by "a stranger to the Commissioner of Oaths's office" where he swore under duress that the contents of the document were true.

In respect of the second document, he said although he did not author it, he added some information on it. He admitted that the "we" in para 3 refers to second and third defendants. Again he said he signed this document due to fear of the "necklace way and that Ndebele's friends would deal with me".

As regards, the third document he said, he signed it because para 1 is correct while the rest is a nullity. According to him, the document is self explanatory since he "edited" para 1 to cater for expenses and Tommy authored para 2 thereof.

Under cross examination he was asked why he denied signing the documents in his plea and his reply was that he never gave his erstwhile legal practitioners any such instructions. Asked about the veracity of contents of the summary of evidence filed on 28 July 2011 wherein he stated that he was "taken into police custody and forced to sign an affidavit prepared by a third party"; he insisted that there was no contradiction as he considered the President's Office to be the same thing as the police. Initially he said the affidavit dated 28 June 2011 contained the truth but later said it was partially true. He confirmed that Mossrich was entitled to 10% of the $3 million i.e US$3 000 000-00.

Finally the witness conceded that he was a sophisticated businessman who understood the principle of *caveat subscripto*. He said he was accompanied to the commissioner of oaths office by a "grim fellow".

<u>THE ISSUE</u>

The real issue for determination is whether or not the third defendant signed the acknowledgements of debt freely and voluntarily.

<u>THE LAW</u>

R.H Christie in *Business Law in Zimbabwe Second Edition Juta and Co, Ltd* 1998 at pages 82-83 states that "A contract obtained by force or by fear induced by threats of force obviously cannot be allowed to stand, but because of the infinitely variable nature of force, fear and threats, the limits of this principle require careful definition. The fear must be as would overcome the resistance of a person of ordinary firmness, taking into account the sort of person the victim is (e.g. young man, old woman). The threat must be of an imminent or inevitable evil, meaning that it cannot be averted otherwise than agreeing to the contract. But a party who agrees to the contrary in the agony of the moment should not be judged by the standards of the armchair critic. The threat must be unlawful or *contra bonos mores* ------

Much less easy to decide is the question whether the signatory of a promissory note or IOU can resist a claim brought on it by proving that he was induced to sign by a threat to prosecute him for theft of the amount recorded in the document if he did not sign. The question whether such a threat is unlawful is linked with the questions whether it amounts to a compounding of the theft and whether it causes damage to the party threatened. The answer to these questions is not settled, but the argument that ought to be decisive is that although the debtor has worsened his position by signing the promissory note or IOU he has not worsened it as much as if he had responded to the threat by paying what he owed in cash, and if he had done that he could have had no complaint, so the contract embodied in the document should stand".

At p 84 the author states;

> "A party is entitled to resile from a contract on the ground of undue influence if he can prove;
> (a) that the other party exercised an influence over him
> (b) that this influence weakened his powers of resistance and made his will pliable; and
> (c) that the other party exercised this influence in an unscrupulous manner to induce him to consent to the transaction, which is to his detriment and which he, with normal free will, would not have concluded".

The same author this time in *The Law of Contract in South First Edition* Butterworths 1981 at p 301 states:

> "In conformity with this approach, CURLEWIS J in *Block V Dogondreier and Co* 1910 WLD 330 noted that the plaintiff was "an ignorant and stupid man, and quite unable to express herself properly in English, and after considering the nature of the threats accepted that the plaintiff was 'one who could be frightened by such threats.' The point is that <u>every person who complains of duress is entitled to be seen as the sort of person he or she is</u>, but to prevent the remedy getting out of hand he is not entitled to repudiate the contract if he deems to have succumbed to a fear that would be unreasonable even for the sort of person he is." (my emphasis)

See also *Furguson and Partners v Zimbabwe Federation of Trade Unions and Others* HB 57-04.

In *casu* counsel for second and third defendants conceded that defendants were relying on duress *metus* or undue influence. The first question to ask therefore is whether there was any fear induced by threats of force. In order to answer this question, one naturally turns to the evidence bearing in mind that the onus is on the second and third defendants to prove duress or undue influence. The third defendant's evidence in this regard is difficult to

believe. I say so for the simple reason that the third defendant is not a mere simpleton. To the contrary he is a sophisticated financial guru who is well educated.

He expressed himself fluently in the English Language. As an accountant of (15) fifteen years experience, he is highly knowledgeable in financial and contractual matters. For these reasons, it is hard to believe that the third defendant was not aware of the difference between the Zimbabwe Republic Police and the President's Department. Even assuming he did not appreciate that difference, there is another problem, namely the third defendant's evidence in his summary to the effect that he was taken into police custody where he was forced to sign a document. It turned out that neither was he detained nor was the document signed at a police station but in Mr Peters' office.

Further, even if the so called Mr Ndebele uttered the words he is alleged to have uttered, this would not amount to an unlawful threat in that third defendant was simply required to ensure that Mossrich paid or he would be prosecuted or sued by the plaintiff. Why would such and utterance instil fear in third defendant if, as he alleges, he had performed and had the proof? If on the other hand he signed the acknowledgements of debt because he knew the money was due and owing, then at law, the threat is not unlawful. I say so because clause 3 of the affidavit he signed on 28 July 2011 suggests that he wanted to avoid "criminal and civil proceedings". It states

> "3. It is understood that all criminal and civil proceedings will be held in abeyance as long as payment is made on or before Clause 4."

The third defendant admitted under cross examination that the contents of this document especially in para 2.2 refer directly to the transactions between plaintiff and defendants. He further stated that the document is very clear in its meaning but he signed it under fear of what "Ndebele and his friends might do to him using the "necklace way". In this document, third defendant acknowledged indebtedness and promised to pay within twenty one (21) days of signing it.

What should be emphasised is that this document was signed forty-eight (48) days after the first one was signed. Then, the third and final document was signed five (5) months after the second one. This was on 9 December 2011 and again third defendant undertook to pay the US$300 000-00 "not later than 14 December 2011" through plaintiff's legal representatives. The undertaking was not fulfilled.

Surely common sense demands that for third defendant's claim of duress to be credible, plaintiff's representatives must have been utter idiots who perpetually dished out

empty threats *ad infinitum*. In my view that would be a pretty dumb-thing to do under the circumstances. In any case, the three witnesses who testified on plaintiff's behalf are not dumb at all. Their version which the court accepts is that third defendant continuously produced these affidavits admitting liability and promising to liquidate the amounts on or before specific dates. It was their evidence that he did so freely and voluntarily.

Perhaps, the *coup de grace* to third defendant's case is the fact that by the time he penned the second document dated 28 July 2011, the plaintiff had already issued summons claiming payment of US$300 000-00 from defendants jointly and severally under case No HC 6348/11 which is this particular case. Obviously, this explains why para 3 quoted above was inserted. The third defendant's wish was to have criminal and or civil proceedings "held in abeyance...." This state of mind is again exhibited unequivocally five months down the line in the third document titled Memorandum of Understanding whose para 2 states;

> "The debtors acknowledge High Court case number 6348/11 in which summons were issued and acknowledged receipt of service by Deputy Sheriff".

Surely, at this stage it was no longer a case of "neck lacing" the third defendant because plaintiff had demonstrated his clear desire to lawfully pursue the recovery of its money through litigation and third defendant was not only aware of such conduct but was a participant in that process.

If at all the third defendant was threatened, then these threats were lawful in that they related to either criminal prosecution or civil litigation. As regards the latter, it was no longer a threat but stark reality. In respect of the former, our law does not regard them as unlawful unless they amount to compounding. In *casu*, the essentials of the crime of compounding have not been satisfied. Consequently, I find that defendants have failed to establish duress or undue influence. For these reasons, I find that all the three documents were made freely and voluntarily by the third defendant representing the second defendant.

Second and third defendants belatedly raised <u>performance and illegality</u> as defences. It is common cause that these defences were never raised before and were never included as issues at pre-trial conference stage. Both are in any case devoid of merit and only serve to demonstrate the level of prevarication third defendant is prepared to reach. He gave false evidence that defendants had performed their part of the agreement. If indeed this was so,

third defendant, clever as he is, would have produced proof a long time ago. He did not do so throughout the pleadings. He has not done so throughout the trial.

As regards illegality, if it had been properly and timeously raised, plaintiff possibly could have relied on unjust enrichment and the *in pari delicto* rule. For that reason I find that it is unfair and prejudicial to bring such defences at the eleventh hour.

Accordingly, it is ordered;

1. That second and third defendants be and are hereby ordered to pay the plaintiff US$300 000-00 jointly and severally, the one paying the other to be absolved;
2. Interest at the rate of 5% per annum on the sum of US$ 300 000-00 calculated from 10 June 2011 to the date of final payment.
3. Costs of suit jointly and severally the one paying the other to be absolved.

Messrs IEG Musimbe and Partners, plaintiff's legal practitioners
Messrs Dube, Manikai and Hwacha, defendants' legal practitioners