IN THE HIGH COURT OF MALAWI
LILONGWE DISTRICT REGISTRY
CIVIL CAUSE NO. 375 OF 1998

BETWEEN

BROTHERS ENTERPRISES …….. PLAINTIFF

VS

HAGEMEYER AFRICA (PVT) LTD ..…… 1ST DEFENDANT
AMI (MW) LTD ……. 2ND DEFENDANT

CORAM HON. JUSTICE NYIRENDA

Mr. P. Likongwe Counsel for the Plaintiff
Mr. Chiphwanya Counsel for the Defendant
Mr. Chulu Court Interpreter
Miss C. Jalasi Court Reporter

JUDGMENT

Hon. Justice Nyirenda,

The plaintiff claims damages from the defendants for loss of goods described as second hand clothing which the plaintiff imported from Canada. The first defendant is said to be in breach of the express or implied terms of the contract of carriage to transport the goods and deliver them safely to the plaintiff. The second defendant is said to be in breach of express or implied terms of a contract of bailment to keep the goods safely at its container depot and to deliver them to the plaintiff. The

particulars of claim are for a specific sum of US$25,000.00. The plaintiff also claims damages for breach of contract and also costs of the action.

The first defendant, despite putting in a defense, did not attend trial. The court was satisfied that the first defendant was properly served with notice of hearing and in due time. No explanation having been communicated to the court for the absence, the court proceeded to hear the matter in the absence of the first defendant. Of course this development will have implications on the court's determination of the matter in due course.

The case is very narrow on facts most of which are not disputed among the parties but for the implications. It is not in dispute that the first defendant's truck carried a container meant to contain second hand clothes from the port of Beira in Mozambique to Lilongwe, Malawi. The truck, together with the container, arrived in Lilongwe on the 25th May 1998. In Lilongwe the driver of the first defendant proceeded to the second defendant's depot with the truck and the container. This was because the documents of carriage instructed the driver to proceed to that depot upon arrival in Lilongwe.

Again it is not disputed that when the first defendant's driver arrived at the second defendant's depot he handed over the carriage documents to the second defendant as was expected, otherwise the second defendant would have no basis for allowing the vehicle and the container into their depot. The documents were handed over and the second defendant opened

a file for that purpose. Upon receipt of the documents the second defendant proceeded to prepare a document of notification to the plaintiff of receipt of the goods, Exhibit PI, entitled "Advice of Goods Received Delivery Note For Customs Clearance."

According to Mr. Mzumara, the second defendant's Imports Clerk who attended to the transaction, after opening a file for the consignment the next thing was to inspect the container for any damage or tampering. Upon doing so he established that the seals of the container had been tampered with and some bolts were about to be removed. It occurred to him that something might have gone wrong. Mr. Mzumara informed colleagues at the office and they all confirmed that the container had been tampered with where upon they contacted the owner of the consignment, Mr. Ali. Mr. Ali came and together with him the container was inspected and it was confirmed that it had been tampered with. It is significant to mention that all that time the first defendant's driver was in their midst.

It was decided that the container should be opened immediately to check the contents. This would require the presence of the Malawi Revenue Authority and because of the apparent damage to the seals and bolts of the container it was also decided to bring along a policeman in case the first defendant's driver was to be suspected of having tampered with the container and the goods inside. Mr. Ali agreed and actually left to bring Malawi Revenue Authority officers and a policeman. Mr. Ali did not bring these people that day for whatever reason.

The matter was left at that on this day. It is only important at this

stage to mention that the container was not off loaded from the truck. There are some arguments on the implications of not off loading (grounding) the container which will be touched on later.

On the 26th May 1998, to the dismay of the second defendant, both the truck and the container had been removed from the depot. The plaintiff was informed on the development. As it later transpired the truck had been driven to Blantyre and was already parked at the first defendant's premises. The container was empty according to Exhibit P2 (b), a letter from the first defendant to its principles is stated as follows:

28/05/1998

MSC MEDITERRANEAN SHIPPING Co S.A
(MALAWI LIMITED
P.O. BOX 40059
KANENGO
LILONGWE 4
MALAWI

ATT :- Mr LINO PASSONI

Dear Sir,

SUB :- TAMPERED CONTAINER NO. TPHU 4364032 SEAL NO 000296

MONDAY 25/05/1998, 08.00 AM

I RECEIVED A CALL FROM A.M.I. LILONGWE, MR CHEMBEZI STATING THAT MY VEHICLE REGISTRATION NO KK 716, TRAILER NO KK 736 CONTAINER NO TPHU 4364032, SEAL NO 000296 HAS ARRIVED IN LILONGWE, HOWEVER THEY SUSPECT THE CONTAINER HAS BEEN TAMPERED WITH, AND THEY ARE GOING TO INVESTIGATE. I IN TURN GAVE A.M.I.

MY PERMISSION TO TAKE THE DRIVER AND PLACE HIM UNDER POLICE CUSTODY / ARREST UNTIL SUCH TIME THE INVESTIGATION HAS BEEN FINALIZED.

ON TUESDAY 26/05/1998, 07.30 AM. I RECEIVED A CALL FROM A.M.I. MR. CHEMBEZI STATING THAT THE VEHICLE AND DRIVER IS MISSING FROM THEIR PREMISES. I SAID THAT MY VEHICLE IS STANDING IN MY YARD AND I CAN CLEARLY SEE THAT THE CONTAINER HAD BEEN TAMPERED AND THE DRIVER IS AT LARGE. I THEN REPORTED THE CASE TO THE POLICE.

AS OF NOW THE BLANTYRE DETECTIVES ARE INVESTIGATING THE CASE.

SHOULD YOU REQUIRE ANY FURTHER INFORMATION / CLARIFICATION PLEASE DO NOT HESITATE TO CONTACT UNDER SIGNED.

THANKING YOU

FOR AND ON BEHALF OF
HAGEMEYER AFRICA (PTY) LIMITED

J.A. DEYSEL

The goods were never recovered and the driver has not been apprehended. It is on these facts that the plaintiff's case is premised. Let me then proceed to confirm some aspects of the matter that would be the basis for considering the plaintiff's claim and the defenses raised.

It is without doubt that the first defendant carried the goods in question from Beira to Lilongwe and that the first defendant was fully aware that the owner of the goods was the plaintiff. The Bill of Lading, Exhibit P9, is explicit on this aspect. The description of the goods is also

very clear from the Bill of Lading that it was 505 bales of second hand clothing. Thus although the contract of carriage observably was between Mediterranean Shipping Company S.A. and the first defendant, the first defendant knew that the consignment belonged to the plaintiff.

As pointed out earlier when the goods reached the second defendant the second defendant's servant asked for and obtained the documents for the goods, including the Bill of Lading, from the first defendant's driver. Upon receipt of the documents the second defendant prepared Exhibit PI which was addressed to the plaintiff. What this says is that the second defendant was also aware that the consignment belonged to the plaintiff. The second defendant in fact called the plaintiff to its premises in order to inspect the consignment.

As a result of the foregoing considerations both the plaintiff and the second defendant have been quick to direct this court to the concept of bailment which might be the basis upon which this matter should be determined and I will turn to that concept.

Acknowledging that it is difficult to define bailment "Chitty on Contracts" 28th Edition Volume 2 at Paragraph 33-001 states that at a high level of abstraction, it can be said that bailment "denotes a separation of the actual possession of goods from some ultimate or reversionary possessory right". Later at paragraph 33-009 it is stated:

A conveyance which transfers both possession and ownership

to the transferee cannot be a bailment. The essence of bailment is the transfer of possession, not ownership. The fact that possession is transferred to the bailee is of significance both in terms of the relationship between the bailor and the bailee and in terms of its impact on the relationship between the bailor and third parties and between the bailee and third parties

In a statement that has continued to be cited Pullock and Wright in "Possession in Common Law (1888) at p 163 explained bailment as follows:

Any person is to be considered as a bailee who otherwise than as a servant either receives possession of a thing from another or consents to receive or hold possession of a thing for another upon an understanding with the other person either to keep and return or deliver to him the specific thing or to (convey and) apply the specific thing according to the directions antecedent or future of the other person

It is here that I must refer to some very important authorities on the subject which are also cited by counsel on both sides. In *Rosental vs. Alderton and Sons Ltd [1946] 1 ALL. E.R. 582 at 583* Ever shed, J stated:

To constitute a bailment chattels must be delivered in trust, on a contract, express or implied, that the trust shall be duly executed, and the chattels re-delivered as soon as the time or

use for, or conditions on, which they were bailed shall have elapsed or been performed. Delivery means the transfer of the actual or constructive possession of the chattel by the bailor to the bailee.

Chitty on Contract 26th Edition at Paragraph 2656 discusses the duty of care of a bailee as follows:

……. The bailee must take reasonable care of the chattel according to the circumstances of the particular case……

And at paragraph 2671 he states:

……loss or injury to the chattel while in the bailee's possession places the onus of proof on the bailee to show that it was not caused by any failure on his part to take reasonable care".

In our own case the Supreme Court of Malawi in *Ali v Njanji 10 MLR 84 at 89* has said:

On the question of bailment the test is that when a chattel is entrusted to a bailee and he parts with it and is thereby lost, the onus of proof is on the bailee to show that the loss of the chattel did not happen as a consequence of his neglect to use reasonable care and diligence.

In cases of bailment for reward the position is discussed by Chitty 28th

Edition, Paragraph 33-045 which should be referred to as some length. It is there stated:

> *Where goods are delivered to a bailee to be taken care of by him for remuneration to be paid by the bailor, the contract is one of custody for reward. Possession of the chattel must be transferred to the bailee. Both by section 13 of the Supply of Goods and Services Act 1982 and by common law the bailee must take reasonable care of the chattel, according to the circumstances of the particular case. --- The bailee must also take reasonable care to protect the chattel against any eminent danger; this may include a duty to take reasonable precautions against arson or vandalism by third parties.*

It might be relevant to consider this exposition in the case of a gratuitous bailee for purposes of the present case in the event that it becomes a real issue since it has been raised. At paragraph 33-029 of Chitty the 28th Edition it is stated as follows:

Deposit is the bailment of a chattel to be kept by the bailee without reward and to be returned upon demand to the bailor or his nominee. The obligation of the gratuitous bailee arises only upon actual delivery of the chattel to him and his acceptance of the deposit; he then must take reasonable care of the chattel, and the standard of care required of him will depend on all the circumstances of the particular case. The onus of proof is on the bailee to show that he was not negligent in his care of the

chattel. The fact that the bailment is gratuitous is one of the circumstances affecting the standard of care required of the bailee, other relevant circumstances would include the nature and value of the chattel, ---.

The question to be addressed primarily is whether there was bailment between the plaintiff and the two defendants in the instant case. As regards the first defendant the answer is clearly in the affirmative. Every document that the first defendant handled for the container that was being transported made it clear to the first defendant that the goods were those of the plaintiff. It is not surprising that the first defendant has decided not to defend this action. There is simply no defense on part of the first defendant. Properly advised this was a proper case where the first defendant should have negotiated settlement out of court to minimize costs of litigation.

The evidence shows and quite apparently that the first defendant was hired to transport the plaintiff's goods, obviously for reward, from South Africa to Malawi. In that regard the first defendant was a bailee for reward. The evidence further shows that the first defendant's servant was the main culprit, who, on the facts disclosed, clearly had a preconception to steal the goods.

It is in evidence that the container arrived at the second defendant's premises with its bolts and seals tampered with. When the driver arrived at the second defendant's premises he was restless and wanted to drive

away with the vehicle and the container. He was in total haste to go away. In fact from the testimony of the second defendant's witnesses one wonders why the driver drove to the second defendant's premises at all. His mind was made up to disappear with the goods.

At paragraph 33 – 046 Chitty 28th Edition, says a bailee is liable to the bailor for loss of or injury to the chattel caused by the negligence of the bailee's employees or agents acting within the course of their employment or the apparent scope of their authority. If the bailee entrusts the performance of his duty to take reasonable care of the chattel to an employee, then the bailee is liable, not only for the employee's negligence which injures the chattel, but also for the employee's fraud or dishonesty in making away with the chattel, see *Morris v C.W. Martin and Sons Ltd [1966] IQB 716,* approved by the House of Lords in *Photo Production Ltd v Securicor Transport Ltd [1980] A.C. 827.* The liability of the first defendant is therefore beyond doubt.

The second defendant really came on the scene upon the first defendants' driver taking the goods to the second defendant's premises for storage until clearance by the Malawi Revenue Authority. Apparently, the second defendant's depot was the chosen destination in Lilongwe for purposes of clearing the goods, according to Exhibit P9. It is not clear if the second defendant had a hand in that arrangement but what is true is that the second defendant is in the business of receiving shipments and has a container terminal in Lilongwe where the container in question was taken. Upon arrival of the container the second defendant's servants

prepared Exhibit P1, "Advice of Goods Received Delivery Note For Customs Clearance" to the plaintiff dated 25th May 1998.

The argument by the second defendant is that although the goods arrived at their premises the consignment was not grounded for the second defendant to start charging. It was argued, indeed this is also in Exhibit P7, a letter from the second defendant's managing director, that the second defendant's premises is a common user park where trucks are admitted to load or discharge or turn around containers without a charge and therefore that the second defendant could not, where such was the case, be held liable for any damage or loss to such goods unless and until the second defendant has accepted the goods for offloading.

Exhibit P1 has a different story, especially in the circumstances of this case. The evidence is that in preparing Exhibit P1 the second defendant's servants actually asked for and were given the documentation for the consignment. There was no clear explanation why the second defendant engaged in this process if the consignment was of no interest to them on account of the fact that the container was not grounded and was merely passing through. Further it is on record that the second defendant's servant's in fact contacted and invited the plaintiff to come and sort out the consignment. All this exercise could surely not have been without a reason. In my judgment and on the evidence before me the second defendant received and intended to keep the plaintiff's consignment, if not for storage certainly until clearance was done. In fact Exhibit P1 had an important instruction to the plaintiff which states; "Your goods will not be

released unless you furnish us with EC Number and a custom stamped Bill of Entry". All this was to show that the second defendant had accepted received and was to keep the consignment for a period, be it short or very short indeed.

If for some reason the question of reward was in doubt, the second defendant could only be saying the consignment was kept gratuitously. As established earlier even if such was the case the second defendant was still under a duty of care.

Perhaps the question should be, could the second defendant be a bailee at all having received the consignment from the first defendant who was merely a bailee and not the owner of the goods. It is now long established that a carrier or other bailee of goods may sub-contract to another performance of the contract between himself and the bailor and for that purpose deliver possession of the goods to the sub-contractor as sub-bailee. If the sub-bailee has sufficient notice that the original bailor is interested in the goods, then he is under a duty to the original bailor, as well as to the bailee, to use reasonable care to safeguard the goods while in his possession and he will be liable to the original bailor if the goods are lost or damaged through his negligence notwithstanding the absence of any contract between them; see Chitty 28th Edition Volume 1 paragraph 14-050 and also *Meux v G.E. Ry [1895] 2 QB 387, Morris v C.W. Martin & Sons Ltd [1966] IQB 716.*

As pointed out earlier, the second defendant was well aware that the

consignment was that of the plaintiff and actually went to the extent of engaging the plaintiff. Truly the second defendant was with full knowledge a sub-bailee. In fact it might be said this argument is for completeness. Most appropriately the second defendant was beyond a sub-bailee and had actually become a bailee having engaged the plaintiff and discussed how the consignment should be handled. From that moment onwards the second defendant was directly dealing with the plaintiff. The second defendant therefore owed a duty to the plaintiff to care for the consignment.

What was the nature of the consignment that the second defendant was entrusted with? It has been submitted that the plaintiff did not know what the container in question contained when it was parked at the second defendant's premises because there was evidence that the bolts and seals to the container had been tampered with before it arrived at the second defendant's premises. Unfortunately, we might not come to know what exactly was in the container when it arrived at the second defendant's premises all because the container was allowed to leave the second defendant's premises before it was inspected. The container left Canada with bales of second hand clothing. The plaintiff was entitled to presume that the bales of clothes were still in the container when it was received by the second defendant. This brings me to a very critical development in the circumstances of this case, and let me remind of what Banda, J. said in the case of *Zimpita and Another v Okoyo Garage [1991] 14 MLR 532* where he stated:

Once a man has taken charge of goods as a bailee for reward it is his duty to take reasonable care to keep them safe and he can not escape that duty by delegating it to his servants. If the goods are damaged or lost whilst in his possession, he is liable unless he can show, and the burden is on him, that the loss or damage occurred without neglect or misconduct of himself or any of his servants to whom he delegated the duty.

The first point to make is that because the second defendant did not keep the contained safe, whatever was in the container was finally lost. Secondly, and perhaps more importantly it is the whole question about how the container and its contents disappeared from the second defendant's premises. Throughout the proceedings one anxious moment was never addressed or clarified. The second defendant never explained how the truck and the entire consignment were driven out of their premises. Surely the guards at the depot must have explained what happened. That part of the story is not available to the Court. Secondly it is in evidence that the second defendant's premises have gates for bringing in vehicles and allowing them out. Both gates are manned and controlled by the second defendant's security who will not allow vehicles to come in or go out without proper documentary authorization by the second defendant. In fact what was expected of the second defendant, having been aware that the bolts or seals of the container had been tampered with and having been alerted to the restless and suspicious behaviour of the first defendant's driver, was to be even more vigilant and take extra care of the consignment. That is not what happened. Thirdly in Exhibit P1, prepared

by the second defendant, the description of the goods is stated as "used clothing".

It is therefore beyond argument that both the plaintiff and the second defendant knew they were dealing with a consignment of second hand clothing. It is also more than clear to this court on the evidence that the second defendant was more than negligent in the manner of handling the plaintiff's consignment which resulted in the loss of the entire goods that were in the container.

I have been invited to also bear in mind the exclusion clause that is exhibited at the entrance gate and the exit gate of the second defendant's premises which reads, "*Goods Are Stored At Owners Risk"*. Both the plaintiff and the second defendant agree that it is now more than established that for an exclusion clause to affect a transaction it must be brought to the notice of the other party. The clause must be clear and without ambiguity. In the second defendant's own submission, which I agree with, the normal rule is that the party affected by an exemption clause will be bound if the party seeking to rely on it has done what may reasonably be considered sufficient to give notice of the clause to persons of the class for whom it is intended, see *Parker v South East Railways (1877) 2CPD 416.* Of course the exemption clause must be brought to a person's attention before the contract is concluded.

Was the plaintiff notified of the exemption clause? Certainly not at the time the vehicle and the container entered the second defendant's

premises. The plaintiff was not there at that time. As discussed earlier the contract of bailment between the plaintiff and the second defendant came to be at the moment the second defendant accepted the consignment from the first defendant's driver with sufficient information for the second defendant to know that the owner of the consignment was the plaintiff. It is with that information that the second defendant invited the plaintiff to its premises.

I should go a little further and consider whether it would have made any difference if the contract between the plaintiff and the second defendant had been concluded inside the second defendant's premises. Even in this case the situation would be problematic. To start with it does not say that when Mr. Ali of the plaintiff was entering the second defendant's premises the notice on the gate was brought to his attention. All too often people are oblivious about notices on gates and all they are interested in is whether the gate will be opened so that they can enter. Moreover it also depends on the positioning of the gate and how soon it is opened to the approaching visitors. In some instances gates are opened too soon and in such cases visitors will not have time enough to see and read through any warning that might be. In the instant case there is no suggestion that the plaintiff's attention was drawn to the sign post either by the security man at the gate or by Mr. Mzumara of the second defendant when he met Mr. Ali inside the premises. My firm conclusion therefore is that the exclusion clause sought to be relied upon does not avail the second defendant in this case.

In all it is the judgment of the court therefore that the second

defendant is also liable for the loss of the plaintiff's goods.

The plaintiff claims damages as follows:

a) US$16,420.00 being the cost of the 505 bales of used clothing.
b) US$3,580.00 being administrative expenses in bringing the clothes into Malawi.
c) US$5,000.00 being the profits the plaintiff would have made on selling the bales.
d) Damages for breach of contract.
e) Costs of the action.

It is without doubt that the entire consignment of 505 bales of second hand clothing was lost by the plaintiff. This loss has been substantiated. Exhibit P8 is the document from North America Clothing Inc., the company that exported the clothes to the plaintiff. The document clearly supports the figure of US$16,420.00 as being the cost of the clothes.

The sum of US$3,580.00 comes with mere words. It is trite law that special damages must be specifically pleaded and facts must be established and supported on which the special damage is based, see *Hayward v Pullinger and Partners Ltd [1950] I ALL E R 581* and also *National Broach and Machine Co. v. Churchil Gear Machines Ltd [1965] I WLR 1199.* There was no explanation by the plaintiff why
the records or receipts of payment for transportation and

administrative costs were not produced. The reality however is that the plaintiff must have paid shipment costs and some administrative costs. I will allow the plaintiff the sum of US$2,500.00 under this claim.

The plaintiff states that he expected a profit of US$5,000.00 from sale of the second hand clothes. Again the evidence to support this specific sum is not there. The plaintiff would have done well to introduce calculations of his profits or introduce evidence of previous transactions of his business. A claimant who bases his claim on precise calculations must give the defendant access to the facts on which they are based, see *Perestrello e Companhia Limitada v United Paint Co. Ltd [1969] I WLR 570.* That said though what is also true in this case is that the plaintiff imported the goods for sale at a profit. I will allow the plaintiff US$3,500.00 on this claim.

The plaintiff also claims the sum of US$50,000.00 which I can only describe as "expected profits", which the plaintiff says he would have made over the years to come had his business not been disrupted by loss of the present consignment. I am not too sure whether this is what the plaintiff refers to as "damages for breach of contract'. Otherwise, as counsel for the second defendant submits, this sum was not pleaded. I will go on and say apart from the observation by the second defendant on this matter it is a well established concept of damages that a plaintiff is under an obligation to mitigate loss. There is nothing in the present case to suggest that the plaintiff's business was brought to a holt by this event and

he had no alternative means of continuing with the business. The other difficulty facing the court is that there is no evidence of the plaintiff's business trend or previous practice from which the court might be persuaded to envision the direction of the plaintiff's business. I am afraid this claim is a little too speculative and totally unsubstantiated. It is dismissed.

There is one more matter that I must deal with before I apportion blame on the two defendants. The facts are that when the truck with the container arrived at the second defendant's premises, the second defendant contacted Mr. Ali of the plaintiff who came to the second defendant's premises. Mr. Ali, together with the second defendant's servants, inspected the container and established that the bolts and seals of the container had been tampered with. That discovery no doubt must have raised serious concern to the plaintiff and to speculate the possibility that the goods inside might have been tampered with. The first defendant's driver was present with them. It was for that reason that it was decided that police should immediately be called in to look into the matter. The undisputed testimony of Mr. Mzumara was that after inspecting the container himself and other servants of the second defendant told Mr. Ali to go and bring Malawi Revenue Authority officials and Police because they suspected something had gone wrong with the container.

Mr. Ali actually left promising to bring Malawi Revenue Authority and Police that same day. Both Malawi Revenue Authority offices and a Police Station were close to the second defendant's premises. According to Mr. Mzumara, Mr. Ali did not come back to the second defendant that

day. It turned out the next day that Mr. Ali was looking for a particular policeman whom he could probably not get that day from Lilongwe Police Station which is further away in town. Mr. Ali himself did not explain why he was not able to bring a policeman that same day.

> The result of all this is that the plaintiff has a share of blame in the loss of the goods. Had Mr. Ali responded to the urgency of the situation, which must have been apparent to him, a lot would have been avoided. Mr. Ali's behaviour was certainly grossly negligent. In fact I will not hesitate and say I found Mr. Ali's behaviour reprehensible if not suspicious. I must therefore apportion some degree of blame on the plaintiff for contributory negligence based on the principle in *Forsikrings Vesta v Butcher [1989] AC 852,* where it was decided that contributory negligence can be relied upon in cases where the defendant's liability in contract is the same as his liability in negligence.

In what has been considered the plaintiff's action against both the first defendant and the second defendant succeeds. Considering further all that has been discussed it is apparent that the first defendant goes away with a much higher share of blame. The total sum that has been awarded to the plaintiff is US22, 420.00. The apportionment of blame among the first defendant, the second defendant and the plaintiff shall be as follows:

a) The first defendant shall bear 70 percent of the blame.
b) The second defendant shall bear 20 percent of the blame.
c) The plaintiff shall bear 10 percent of the blame.

The result is that the total award shall be met as follows:

a) The first defendant shall pay US$15,694.00.
b) The second defendant shall pay US$4,484.00.
c) The plaintiff shall be responsible for the remaining US$2,242.00.

Finally I make an order for costs in favour of the plaintiff. It is also only proper that I apportion the costs of the proceedings with 70 percent against the first defendant, 20 percent against the second defendant and the plaintiff itself is to bear 10 percent, meaning the plaintiff shall only be entitled to 90 percent of the costs of the proceedings.

PRONOUCED in Open Court at Lilongwe this 28th day of June 2007.

A.K.C. Nyirenda
J U D G E