**IN THE HIGH COURT OF MALAWI**

**REVENUE DIVISION**

**REVENUE CAUSE NUMBER 59 OF 2021**

**BETWEEN:**

MALAWI COLLEGE OF HEALTH SCIENCES — CLAIMANT

BOARD GOVERNORS

-AND-

BLANTYRE CITY COUNCIL — DEFENDANT

**CORAM: HONOURABLE JUSTICE JOSEPH CHIGONA**

MR. BRIGHT THEU, OF COUNSEL FOR THE CLAIMANT

MR. MPHATSO MATANDIKA, OF COUNSEL FOR THE DEFENDANT

MR. FELIX KAMCHIPUTU, COURT CLERK

**CHIGONA, J.**

## JUDGMENT

### INTRODUCTION

[1] The Claimant commenced this action by writ of summons seeking several declarations against the Defendant. The Claimant main claim is that Claimant premises at Plots number BE342A and BE342B in the City of Blantyre are Non-commercial entity and that the Defendant was wrongly collecting city rates from the Claimant. The Claimant's claim started with an application for an interlocutory injunction which was granted ex-parte restraining the Defendant by its Mayor, Councillors, officers, servants, employees, agents or whosoever from sealing or closing or otherwise interfering with the Claimant's

peaceful and quiet occupation of Plots Nos. BE342A and BE342B until the hearing of the inter parte application.

[2] The Claimant was seeking the following reliefs:

1. A declaration that the Defendant is not supposed to levy and collect rates on Plots Nos. BE 342A and BE 342B (altogether "the Property" or "the premises") occupied by the Claimant in the City of Blantyre.
2. A declaration that all rates levied on the property be deemed remitted ab initio.
3. A declaration that the Defendant's levying of, demanding and collecting rates on the property is unlawful.
4. A declaration that the defendant's closure (sealing) of the premises is unlawful.
5. An order for an account for rates on the premises previously erroneously and unlawfully levied and collected by the Defendant.
6. An order that any amounts established upon the account being taken be paid back to the claimant as moneys had and received for the benefit of the Claimant with compound interest at 5% above the prevailing average commercial bank lending rate from the date of payment to the date of judgment.
7. An interim ex-parte interlocutory injunction restraining the Defendant by its Mayor, Councillors, Officers, Servants, Agents or whomever it may act from sealing the premises at Plots Nos. BE342A and BE342B in the City of Blantyre pending determination of an inter partes application for a like order or further order of the Court.
8. Costs of action.

[3] Before I delve into the issues for determination in this matter, let me mention that the defendant, Blantyre City Council commenced proceedings against the Claimant in Civil Cause Number 5 of 2021 seeking payment of city rates amounting to MK25, 911, 511. 45 and interest thereon at ruling commercial bank lending rate. Before the resolution of the issues in this matter, the defendant closed the premises of the Claimant. The Claimant thereafter commenced the present proceedings against the defendant seeking the above outlined reliefs. What is clear to me therefore is that two separate matters were

commenced before this court on the same issues. I am of the considered view that the correct procedure for the Claimant was either to enter a defence to the defendant's claim or consolidate the two actions. None was done. Be that as it may, I will proceed to deal with the matters in Civil Cause Number 59 of 2021 (the present matter).

[4] When the court convened on 25th day of November 2021 for the application on continuation of the interim injunction granted, it was resolved by the parties that the issues before this court be dealt with on a point of law and that the interim injunction granted should continue until the determination of the points of law as agreed by the parties.

**ISSUES ON POINTS OF LAW**

[5] The points of law to be resolved by this court are the following:

1. Whether or not the claimant as an education institution operates on a commercial basis within the meaning of that term in section 83 (1) (3) of the Local Government Act Cap 22:01 of the Laws of Malawi;

2. In the event that the answer to the first question is in the negative, i.e., that the claimant does not operate on a commercial basis, whether rates demanded by the defendant ought to be remitted in full;

3. In the further event that rates demanded by the defendant ought to be remitted in full, whether an account for rates paid hitherto should be taken and any sums paid by the claimant ought to be recompensed with interest as claimed;

4. Whether the claimant's claims attendant upon the above three issues ate statute-barred under section 76 of the Local Government Act;

5. Whether the claimant having previously paid rates to the defendant without raising any objection is now estopped from raising the claims in this action; and

6. Whether the claimant must prove both in and fact that is entitled to full remission of rates under section 83 of the Local Government Act.

[6] My considered view is that the points of law as outlined above are basically centered on issue 1, that is, whether the Claimant, operates on commercial basis. Once this is settled, the other issues will be resolved without any challenges.

**CLAIMANT'S CASE**

[7] I have to mention that the Claimant filed their bulky submissions to assist this court in resolving the issues. I am grateful to counsel for his industrious research on the issues. However, in resolving the issues before me, I will only make reference to relevant sections of the submissions. Counsel is assured that I took considerable time to go through the submissions.

[8] The first issue that counsel for the Claimant dwelt on is on the status of the Claimant in as far as payment of city rates to the defendant is concerned. The position of the Claimant is that as an education institution not operating on a commercial basis, they are not supposed to pay city rates. Counsel for the Claimant informed the court that this position is backed by section 83 (1) (e) of the Local Government Act. Counsel submitted to this court that the section before amendment in 2017 only provided that all education institutions were to have their city rates remitted. The amendment in 2017 brought in the element of 'not operating on commercial basis'. Counsel submitted that both pre-2017 and post-2017 positions of section 83 (1) (e) of the Local Government Act favours the claimant.

[9] Counsel submitted to this court that the defendant was to remit in full the city rates as assessed. Counsel submitted that it is clear that the defendant as a government or public educational institution does not operate on a commercial basis. If it does, counsel submitted that the onus was on the defendant to adduce evidence of that fact, which as per counsel was not done by the defendant herein. Counsel cited several cases on factors to look at in determining whether an institution or business or trade is run on a commercial basis[1]. In essence, counsel submitted that the commerciality test is to be used in this case where profits is the main agenda of the business.

[1] Samarkand Film Partnership No. 3 & ors vs The Commission for Her Majesty's Revenue and Customs ( the Samarkand case) [2017] EWCA Civ 77; Seven Individuals v The Commissioners of her Majesty's Revenue and Customs [2017] UKUT 0132 (TCC); Wannell v Rothwell [1996] STC 450, 461.

Counsel submitted that the Claimant institution does not operate on commercial basis, that is, with the aim of making profits.

[10] Counsel submitted that the rates that were paid by the Claimant are to be refunded to the Claimant. The Claimant through counsel submitted that the defendant levied those rates it ought to have remitted in full at all times, illegally (*ultra vires*) and that the Claimant paid the same under mistake.

[11] On whether the Claimant's action statute barred, counsel for the Claimant submitted that section 76 of the Local Government Act is part of the provisions of the valuation roll. Counsel submits that the valuation roll is used for assessment of rates on each valued property. The Claimant submits that the Claimant had no reason for lodging an objection to valuation of the two properties it occupies. The properties had to be valued as they are clearly assessable property in terms of section 63 of the Local Government Act and that the defendant was at liberty to value the said properties. Counsel for the Claimant submitted that the first step is that the properties had to be valued and included in the roll. Secondly, the rates had to be assessed and thirdly, the rates had to be remitted in full. Accordingly, counsel submitted that since the Claimant had no reason to object to valuation, section 76 of the Local Government Act is inapplicable to the Claimant's challenge to the defendant claims for restitution of the money had and received.

[12] In conclusion, the Claimant submitted that it does not operate on a commercial basis within the proper and ordinary meaning of that term under section 83 (1) (e) of the Local Government Act and that the rates assessed on the two properties occupied by the Claimant ought to have been and be remitted in full in terms of that provision. The defendant, as per the Claimant, has no right to receive and retain money as rates when it is mandated by statute to remit or waive such rates in full.

**THE DEFENDANT'S CASE**

[13] The defendant submitted that section 63 of the Local Government Act provides that all properties are assessable for purposes of paying city rates except those mentioned as exempted under section 63 of the Act. Counsel submitted that under section 83 of the Act, the Council is required to remit in full the rates on various properties including land and improvements owned by an educational institution that is not operating on a commercial basis. Counsel submitted that

section 83 is an exception to the general rule that the Council should levy rates on all assessable properties appearing in the valuation. Counsel stated that this position is clear from section 79 (2) of the Act.

[14] Counsel submitted that valuation and preparation of valuation rolls and supplementary rolls is undertaken by a registered valuer. Counsel submitted that it is the view of the defendant that the exception to the general rule which is clear under section 63 and section 79(2) of the Act is subject to various qualifications. Counsel submitted that the valuer preparing the roll may not have been satisfied with the Claimant institution's qualification as an educational institution or that he may have inadvertently omitted to indicate in the valuation roll that the rates levied on the two plots of the claimant institution are supposed to be remitted in full. Counsel submitted that either way, the valuer did not indicate that Claimant institution is an educational institution and therefore entitled to full remission against the entry of that property in the valuation roll.

[15] On the preparation of the valuation roll, counsel submitted pursuant to section 67 of the Act, the Council has no mandate to do valuation or to prepare valuation roll or alter the roll. Counsel submitted that the Claimant was at liberty as per section 76 (1) of the Act to apply for alteration of the roll while the valuer was still contracted to the Council by submitting an objection to the omission to put the words 'full remission' against entries of the two plots. Counsel submitted that the college could have requested the Council for a supplementary roll to rectify the omission.

[16] Council submitted that the Claimant has failed to submit a legislation which makes them a non-commercial educational institution. Counsel stated that in the absence of such legislation, the presumption is that the Claimant institution is run on a commercial basis and are therefore not entitled to full remission of the rates under section 83 (1) (e) of the Act. Counsel submitted that the onus is on the Claimant to prove that they operate on non-commercial basis.

[17] Counsel submitted that the claim by the Claimants is statute barred under section 76 of the Act warranting its dismissal. In the alternative, counsel argues that assuming that the finding of tis court is that the Claimant is entitled to full remission, the rates paid ought not to be refunded as the same were paid by the claimant through its failure to use clear legal provisions within a stipulated period to have its objection heard. Counsel submitted that the Claimant paid the rates

under its own negligence to follow legal provisions to ensure that its *status quo* as to payment of rates is rectified in the valuation roll.

**THE LAW AND ANALYSIS**

[18] The main issue to be resolved by this court is on the status of the Claimant with regard to the nature of its activities. Hearing both sides, it is clear to me that there is no dispute that the Claimant is an educational institution in Malawi responsible for the training of medical personnel. The law governing payment of city rates is the Local Government Act[2].

[19] Section 63 of the Local Government Act provides as follows on assessable property:

> "All land within a local government area, together with all improvements of every description situated thereon shall be assessable property save the following:
>
> (a) All streets
> (b) Sewers and sewage disposal works
> (c) Land and improvements used directly and exclusively as a cement art, cremation or burial ground, but shall not include those which are privately owned
> (d) Land and improvements used as a public open space; and
> (e) Public railway lines used for transit;
> (f) Rivers, streams and buffer zones except those which are privately owned."

There is no doubt that the two plots owned by the Claimant are assessable property under section 63 of the Local Government Act.

[20] My reading of the law shows that in assessing the applicable city rates, the defendant is required under the law to use a valuation roll. A valuation roll is a list of all properties existing within a certain geographical area with their values. The valuation roll assists the defendant to assess city rates depending on the value of the property as contained in the valuation roll. Section 67 of the Local Government Act provides that valuation and the preparation of valuation rolls

[2] Cap 22:01 of the Laws of Malawi

and supplementary valuation rolls shall be undertaken by a valuer registered under the Land Economy Surveyors, Valuers, Estate Agents and Auctioneers Act.

[21] The law has provided a guide as to the contents of the valuation roll. Section 68 (1) of the Local government Act provides as follows:

> "Every valuation roll and supplementary valuation roll shall in respect of every assessable property included therein show separately-
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> (a) The total valuation of the assessable property.
>
> (b) The value of the assessable land; and
>
> (c) The value of the assessable improvements situated thereon,
>
> and shall also show what are, to the best of the knowledge and belief of the valuer, the name and address of the owner and the situation and area of the land and shall contain a description of the property in such a way as to provide adequate identification of the property and every supplementary valuation roll shall in addition show the valuation, if any, appearing in the valuation roll to which any entry in the supplementary valuation roll refers:
>
> Provided that where in the opinion of the valuer the total value of any assessable property is less than a sum as may from time to time be prescribed by the Minister by notice published in the Gazette, the words "Minimum value" shall be inserted in the valuation roll or supplementary valuation roll as the case may be."

[22] In essence, the valuation roll is supposed to provide the nature of the property and its values. The valuer who is contracted to undertake the preparation of the valuation roll should always bear in mind section 68 (1) of the Local Government Act. I have taken the liberty to raise this point as I will make reference to section 68(1) of the Local Government Act below.

[23] The law under section 83 (1) of the Local Government Act has provided for exception to certain categories of property owners who are not supposed to pay city rates. One of the institutions not supposed to pay city rates is an educational institution. The law in section 83 (1) uses the word 'remission' meaning waiver. Section 83 (1) (e) of the Local Government Act provides as follows:

"The Council shall remit in full the payment of rates on-

(a) Vacant and unalienated land;
(b) Land and improvements used exclusively for public religious worship;
(c) Land and improvements used directly and exclusively as a public library or public museum;
(d) Land and improvements owned by a hospital or other institution for the treatment of the sick that is not operating on a commercial basis;
(e) Land and improvements owned by an educational institution that is not operating on a commercial basis; and
(f) Land and improvements owned by a club, society or other institution for the purposes of the sport other than improvements used primarily for activities and directly connected with sport."

[24] It is clear that section 83 (1) (e) mandates the Council to remit in full city rates for educational institutions operating on a non-commercial basis. As already mentioned above, remission means waiver. What this means is that the property will be included in valuation roll. Thereafter, the Council is mandated to use the information in the valuation roll to assess the applicable city rates for all educational institutions. As mentioned above, there is no dispute that the Claimant is an educational institution in Blantyre. The bone of contention is whether the Claimant operates on commercial basis or not. The Claimant submitted that they do not operate on a commercial basis. The defendant counter argued that the Claimant operates on a commercial basis as no evidence was adduced to show that they operate on non-commercial basis. The defendant submitted that the Claimant was supposed to produce before this court legislation that mandates them to operate on non-commercial basis[3].

[25] Let me mention that the Act does not define what operating on commercial basis means. However, I am of the considered view that the definition or meaning of 'commercial basis' is not difficult to deduce. A business entity or institution providing a service on a commercial basis simply means operating a business with the aim of making profits. I do not think that there is any contrary definition than this. Council for the Claimant cited the case of **Seven Individuals**

[3] Section 83 (1) (e) of the Local Government Act was amended in 2017 to include the aspect of educational institutions not operating on commercial basis. The pre-2017 position did not include this aspect of non-commercial status. The pre-2017 position provided for full remission of city rates to all educational institutions whether operating on commercial basis or not.

**v The Commissioners of her Majesty's Revenue and Customs** (supra), where the court stated as follows:

> "A trade run on commercial lines [basis] seems to me to be a trade run in the way that commercially minded people run trades. Commercially minded people are those with a serious interest in profits, or to put it another way, those with a serious interest in making a commercial success of the trade. If therefore a trade is run in a way in which no-one seriously interested in making profits (or seriously interested in making a commercial success of the trade) would run it, that trade is not being run on commercial lines [basis]."

I definitely agree with the above proposition. A business or trade run on commercial basis aims at making a profit.

[26] Reverting to the present case, the Claimant's position is that their aim is not to make profits when they are providing training to medical personnel in Malawi. On the other hand, the defendant submitted that there is a presumption that the Claimant operates their training institution with the aim of making profits.

[27] I am of the considered view that the law as it is under section 83(1) (e) of the Local Government Act, the onus is on the defendant to prove that the Claimant operates their training institution on a commercial basis. Unfortunately, this was not done by the defendant. Instead, they pushed that onus to the Claimant. I am of view that since the Council is responsible for the levying of the city rates, they must therefore discharge the burden of proving that the Claimant operates on a commercial basis.

[28] Further, I doubt if the Claimant, being a public body mandated to provide training to medical personnel, operates the training institution with the aim of making profits. It is therefore my finding, in the absence of any conclusive evidence by the defendant, that the Claimant does not operate on a commercial basis. Hence, section 83 (1) (e) of the Local Government Act is to apply to the Claimant. In other words, the city rates as assessed are to be remitted in full. Let me hasten to mention that each case needs to be treated separately. Where there is evidence that an educational institution operates on commercial basis whether a public body or not, then

section 83 (1) (e) of the Local Government Act, in my considered view, will not apply. In other words, the city rates as assessed shall not be remitted in full.

[29] Let me deal with the issue of the claim being statute barred as advanced by the defendant. In their submission, the defendant argues that the Claimant had an opportunity to raise any issues with valuation roll within 28 days as stipulated in section 76 (1) of the Local Government Act which provides as follows:

> "Any person who is aggrieved-
>
> (a) by the inclusion of any property in, or by the omission of any property from, any valuation roll; or
>
> (b) by any rule ascribed in any valuation roll or supplementary valuation roll to any assessable property, or by any other entry made or omitted to be made in the same with respect to any assessable property, may object to the Council at any time before the expiration of twenty-eight days from the first day on which the rate is payable and the Council shall in turn advise the valuer of the objection.

[30] Section 76(3) of the Local Government Act provides what the valuer is supposed to do upon receipt of the objection as follows:

> "Upon receipt of an objection under subsection (1) the valuer-
>
> (a) in the case of an objection to the inclusion or omission from the valuation roll of any property may if he thinks fit alter the valuation roll accordingly; and
> (b) in the case of an objection to a valuation shall cause the property in question to be reassessed and may alter the valuation downwards or upwards or confirm the original valuation and shall set out in writing to the person objecting the reasons for such decision."

[31] The defendant's argument is that the Claimant was supposed to object to the valuation roll within 28 days after noting that there was an omission. I am of the view that the omission being referred to by the defendant are the words "full remission" against the entry of the Claimant. I am at pains to accept the argument by the defendant. It seems to me that the defendant is

misunderstanding whether deliberately or not, the argument of the Claimant. Further, I am of the view that the defendant's application of section 76(1) is wrong.

[32] To begin with, section 76 (1) is on objection to valuation roll with regard mainly to omissions and inclusions. The Claimant herein is not objecting to the valuation roll. My understanding is that though the Claimant is not supposed to pay city rates once assessed through full remission under section 83(1) (e) of the Local Government Act, its property, in this case, the two plots, are supposed to be included in the valuation roll. Once included, city rates are to be assessed depending on the values attached to the Claimant's plots. Once that is done, then section 83 (1) (e) of the Local Government Act is to be invoked.

[33] The Claimant had no issues with the inclusion of its property in the valuation roll as to raise an objection within 28 days pursuant to section 76(1) of the Local Government Act. There was no nothing to object. What I have noted is that the defendant is confusing two processes in the process namely preparation of valuation roll and assessment of the rates. The confusion is coming in because of the nature of the valuation roll prepared by the valuer. It seems to me that the valuer is given powers to indicate in the valuation roll whether rates are to be fully remitted or not. The defendant argues that simply because the valuer omitted to include 'full remission' against the Claimant's entry and as per the defendant's argument that no objection was raised, then city rates were not remitted hence payable.

[34] Section 83(1) (e) of the Local Government Act is clear. I do not think that I need any aids in interpretation to understand what the law provides. The law is clear that educational institutions who are operating on non-commercial basis shall have their city rates remitted in full. I do not understand the argument by the defendant on the objection of the valuation roll within 28 days. Section 83 (1) (e) of the Local Government Act does not give power of remission to the valuer when preparing the valuation roll.

[35] Section 68 of the Local Government Act is clear as well as to what is supposed to go into the valuation roll. My reading of section 68 shows that there are no issues of remission of city rates to be included by the valuer. The valuer is supposed to prepare a valuation roll. In simple terms, the valuer is to assess the property within the defendant's jurisdiction and attach values that will assist the defendant to levy city rates. To rely on the valuer to remit city rates under section 83 (1) (e) of the Local Government Act is an affront to the law. The valuer's roll is

strictly to assess the property. Hence, despite what the valuation roll stated, the city rates payable by the Claimant were to be remitted in full. I am therefore of the view that it is misapprehension of the law to claim that the action by the Claimant is statute barred. It is my finding that it is not statute barred. Just to reiterate, the issue was not about valuation roll, but rather remission of city rates once they were assessed. Even looking at section 76(3) of the Local Government Act, the actions to be taken by the valuer once an objection is received, there are no issues of remission of city rates. It is only omissions, inclusions and reassessment of the property.

[36] I am also of the view that to allow the valuer decide as to remission of city rates under section 83 (1) (e) of the Local Government Act is tantamount to abdication of duty on the part of the defendant. My reading of the law under section 83 (1) of the Local Government Act shows that the remission is to be done by the defendant and not the valuer. The valuer is not responsible for assessment of city rates. The assessment is done by the defendant using a certain formula based on the values of the property as contained in the valuation roll. Whether the valuation roll contains words 'full remission' or not is inconsequential to me. What matters most is what the law provides under section 83 (1) (e) of the Local Government Act. Moreover, for the valuer to deal with remission of city rates, in my considered view, is diversion of what the law demands of him or her.

[37] Further, section 83(1) (e) of the Local Government Act does not subject the remission of city rates for educational institutions operating on non-commercial basis to inclusion of the word 'full remission' against an educational institution's entry in the valuation roll. Therefore, the defendant's argument that the omission of the words 'full remission' in the valuation roll disqualifies the Claimant from benefiting under section 83 (1) (e) of the Local Government Act is totally untenable at law. I do not think that was the wish of the framers of the law. If the framers of the law wanted the scheme of things or the spirit of the law under section 83 (1) (e) of the Local Government Act to operate as the defendant argues, they could have expressly stated so. In conclusion, as already mentioned above, it is my finding that the Claimant's claim is not statute barred.

[38] The last issue is the money received by the defendant. The Claimant argues that the defendant has to prepare an account of all moneys received and refund the same to the Claimant. The argument of the Claimant is that the defendant received the money not meant for them under

the law. The defendant argues that the Claimant paid the city rates/money because of its own carelessness. The defendant argues that the Claimant paid the money without protest until the Council decided to close its premises for non-payment of rates. Counsel for the defendant submitted that the Claimant had an opportunity to raise an objection within 28 days as stipulated in section 76 of the Local Government Act. I will not comment much on this argument as I have already made a finding above.

[39] I am at pains to accept the argument of the defendant that the Claimant paid the money due to carelessness and without any protest. It is evident that the defendant is the one who has been issuing invoices to the Claimant reaching a point of threatening to close the premises of the Claimant. In Civil Cause Number 5 of 2021, the defendant closed the premises of the Claimant for non-payment of city rates. I do not understand how this carelessness came into being. I am not convinced by this argument. As already stated, section 83 (1) (e) of the Local Government Act is clear. It is therefore the finding of this court that the defendant received money from the Claimant, money meant to be fully remitted under section 83 (1) (e) of the Local Government Act. I do not think that there is any convincing explanation from the defendant that will compel this court to hold otherwise. The money needs to be refunded. I am in agreement with what the court stated in **WOOLWICH BUILDING SOCIETY V I.R.C[4].** The court stated as follows:

> "I find it quite unacceptable in principle that the common law should have no remedy for a taxpayer who has paid large sums or any sums of money to the revenue when those sums have been demanded pursuant to an invalid regulation and retained free of interest pending a decision of the courts.... Accordingly, I consider that Glidewell and Butler-Sloss LJJ were right to conclude that money paid to the revenue pursuant to a demand which was ultra vires can be recovered as money had and received. The money was repayable immediately it was paid." (My emphasis added)

[40] I totally agree with the proposition of the law in the above cited case. The money received by the defendant was money received as a result of a demand, *ultra vires* for that matter. The money was supposed to be remitted in full pursuant to section 83 (1) (e) of the Local

[4] [1990] A.C. 70

Government Act, which unfortunately was not done. Due to incorrect application of the law, the defendant demanded the money. These monies are to be refunded to the Claimant from 2017 when the Act was amended. I therefore give the parties 14 days to agree on the money to be refunded from 2017 when the Act was amended. I have restricted myself to post-2017 period as the issues in this case dwelt much on post-2017 position. I am of the view that it will be unfair for me to include pre-2017 period when the same was not substantially part of the issues before me. I was interpreting section 83 (1) (e) of the Local Government Act as amended in 2017 and not before the amendment. On interest, I am at pains to accept the argument of the Claimant. The Claimant was supposed to show why interest in payable and under what rate. I am not convinced that the defendant did more to substantiate this claim of interest.

[41] Costs are in the discretion of the court and normally follow the event. Looking seriously at the issues before me, I am of the view that this judgment will benefit both sides. I am therefore inclined to order that each party should bear its own costs and I so order.

**MADE IN OPEN COURT** THIS 4TH DAY OF MAY 2022 AT PRINCIPAL REGISTRY, REVENUE DIVISION, BLANTYRE.

JOSEPH CHIGONA

**JUDGE.**