

MODEST CHIKODZI (nee DHLAKAMA)
versus
BIGBRAIN CHIKODZI

HIGH COURT OF ZIMBABWE
CHITAKUNYE J
HARARE 28-29 October 2019 and 28 May 2020

Divorce action

E Samundombe, for the plaintiff
F Chinwawadzimba, for the defendant

CHITAKUNYE J: The plaintiff and the defendant were married in terms of the Marriage Act [*Chapter 5:11*] on the 12th May 1997 at Harare. They had apparently commenced living together in the manner of husband and wife in 1993 under a customary law union when the plaintiff was only 17 years old.

Their marriage was blessed with three children of whom one is still a minor having been born on the 8th December 2009.

The defendant was born and bred in Zimbabwe and has continued to consider Zimbabwe as his country of domicile hence this court has jurisdiction to decide on the matrimonial dispute.

The marriage hit turbulent times as a result of which on the 8th December 2017 the plaintiff filed this suit for the dissolution of the marriage and ancillary relief. The plaintiff alleged that the marriage relationship has irretrievably broken down to such an extent that there are no prospects for its restoration to a normal marriage relationship in that:

1. The parties have not lived together as man and wife for a period exceeding 12 months, more particularly since December 2015;
2. The defendant has committed adultery which the plaintiff regards as incompatible with the continuation of a normal marriage relationship;
3. The defendant has during the subsistence of the marriage treated the plaintiff with such cruelty by physically and verbally abusing her
4. Due to the above factors the plaintiff has lost love and affection for the defendant and as a result seeks a decree of divorce.

Besides a decree of divorce the plaintiff claimed for:

- a) Custody of the minor child, X born on 8th December 2009 with the defendant being granted reasonable right of access;
- b) Maintenance in respect of the minor child in the sum of USD 2 000-00 (United States dollars) per month or its equivalent in local currency until the child attains the age of majority or becomes self-supporting whichever occurs first;
- c) A distribution of the immovable property being Stand number 2148 Highgate Close, Glen Lorne, Harare with each party being awarded a 50% share in the immovable property and;
- d) An equitable distribution of the numerous movable properties acquired during the subsistence of the marriage in terms of paragraph 12 of her declaration.

The defendant, in his plea, admitted that the marriage relationship has irretrievably broken down but denied committing adultery. He disputed the manner of distributing the assets of the spouses as suggested by the plaintiff. He, however, agreed that the plaintiff be granted custody of the minor child with him being granted rights of access.

The defendant filed a counter claim in which he alleged that the marriage relationship has irretrievably broken down in that:-

- a) The parties have not lived together as husband and wife since December 2015;
- b) the plaintiff is always quarrelsome and aggressive;
- c) The parties have lost love and affection for each other.

He thus agreed that:

- i) A decree of divorce be granted;
- ii) Custody of the minor child be awarded to the plaintiff with an order that he pays maintenance in the sum of USD 500(United States dollars) per month and not USD 2000 for the minor child.
- iii) Regarding assets of the spouses the defendant contended that he be awarded 80 % share with the plaintiff getting 20% share of the matrimonial house being number 2148 Highgate Close, Glen Lorne, Harare.
- iv) He made a proposal for the distribution of movable property which was at variance with the plaintiff's proposal.

On the 23rd July 2018 a pre-trial conference was held at which issues for determination at trial were identified as follows:

1. The quantum of maintenance to be paid by the defendant in respect of the minor child.

2. What is the just and equitable distribution of the matrimonial property known as stand number 2148, Highgate Close, Harare.

It was apparent from the above minutes of the pre-trial meeting that parties had agreed on the other issues albeit such was not recorded.

On the 24th October 2019 a consent paper was filed confirming the issues parties had settled at my instance. That paper shows that parties agreed that:-

1. A decree of divorce be granted.
2. That the plaintiff be awarded the following assets:
 - i) A Mercedes Benz E280 registration number AEX 9880;
 - ii) Saloon Furniture and equipment;
 - iii) All the other properties as pleaded in terms of paragraph 12 of the summons which was not agreed to be retained by the defendant.
3. The defendant be awarded the following:
 - i) A Range Rover motor vehicle registration number AEF 8922
 - ii) All the other properties as pleaded in terms of paragraph 12 of the summons which was not agreed to be retained by the plaintiff.

It was apparent from the above that on the contested issues the plaintiff maintained her claim for USD2 000-00 per month as maintenance for the minor child and an equal share in Stand 2148 Highgate Close, Glen Lorne, Harare whilst the defendant maintained his position that he can only pay maintenance in the sum of USD500-00 per month and allow the plaintiff to be awarded a 20% share in stand 2148 Highgate Close, Glen Lorne.

The plaintiff gave evidence and tendered a bundle of documents in support of her case. The plaintiff averred that she needed 2000-00 United States dollars or its equivalent per month for the minor child's maintenance. She alleged that this figure was premised on the child's needs as had been provided by the defendant. It was her evidence that the defendant used to provide the child with whatever she needed and this will cater for those needs. As regards the immovable property, the plaintiff claimed an equal share in Stand 2148 Highgate Close, Glen Lorne. Her claim was premised on her contributions to the marital estate for the duration of the marriage.

The defendant thereafter gave evidence and tendered three bundles of documents in support of his case. In his evidence the defendant contended that the claim for maintenance of 2000-00 United States dollars or its equivalent in local currency was not justified as he would be making provisions for the minor child's needs as he had always done. He thus

offered 500-00 United States dollars or its equivalent in local currency per month. He also offered to pay for the child's other needs as he had always done. In respect of the immovable property, the defendant contended that he must retain 80% share whilst the plaintiff is awarded a 20% share of the value of the property. The defendant's sharing ratio was premised on his contention that he was the one who acquired and developed the property in question without the plaintiff's contribution. He contended that there was no family business but the business from which he derived the income was his sculpture business of which the plaintiff was not part of. As far as he was concerned the plaintiff was most of the times just a housewife with no input into his sculpture business or any other contribution to the family income.

It was apparent from the tone of the evidence that the parties were primarily concerned about their direct financial contributions to the marital estate. Whilst the parties endeavoured to outwit each other on the contributions each made to the acquisition and development of the property in question, it is trite to remember that the apportionment or distribution of assets at the dissolution of a marriage is not entirely premised on each party's direct contribution. Whilst direct financial contribution is important in the building of marital estate, there are other factors that must also be considered as equally important such as indirect contributions, the duration of the marriage and attendant roles by each spouse, the needs and expectations of the parties as they divorce. The objective is not for each spouse to recoup their respective direct financial contributions but that the parties' needs and expectations from having been married to each other are met such that neither is unduly disadvantaged by being divorced. In this regard the Matrimonial Causes Act [*Chapter 5:13*], provides in Section 7(1) that:-

- “Subject to this section, in granting a decree of divorce, judicial separation or nullity of marriage, or at any time thereafter, an appropriate court may make an order with regard to-
- (a) The division, apportionment or distribution of the assets of the spouses, including an order that any asset be transferred from one spouse to the other.
 - (b) The payment of maintenance, whether by way of a lump sum or way of periodical payments, in favour of one or other of the spouses or any child of the marriage”

In making the order for the division, apportionment or distribution of assets of the spouse court has a wide discretion.

Section 7(4) of the Act provides that:-

“In making an order in terms of subsection (1) an appropriate court shall have regard to all the circumstances of the case including the following-

- (a) the income-earning capacity, assets and other financial resources which each spouse and child has or is likely to have in the foreseeable future;
- (b) the financial needs, obligations and responsibilities which each spouse and child has or is likely to have in the foreseeable future;
- (c) the standard of living of the family, including the manner in which any child was being educated or trained or is expected to be educated or trained;
- (d) the age and physical and mental condition of each spouse and child;
- (e) the direct or indirect contribution by each spouse to the family, including contributions made by looking after the house and caring for the family and any other domestic duties;
- (f) the value to either of the spouses or to any child of any benefit, including a pension or gratuity, which such spouse or child will lose as a result of the dissolution of the marriage;
- (g) the duration of the marriage;

and in so doing the court shall endeavour as far as is reasonable and practicable and, having regard to their conduct, is just to do so, to place the spouses and the children in the position they would have been in had a normal marriage relationship continued between the spouses.”

The weight to attach to each factor varies from case to case. All the circumstances of each case must be carefully considered in deciding on the weight to attach to each relevant factor and this may vary from case to case.

In casu, it was common cause that the parties married under customary law in 1993 when the plaintiff was about 17 years old. At the time of marriage both had no immovable property of their own. They have been together as husband and wife for a period of 26 years and the properties subject of distribution were acquired during that period.

They both testified that their marriage has irretrievably broken down. It is trite that where both parties testify that their marriage has irretrievably broken down and they can no longer live as husband and wife, this court cannot force them to continue in the marital relationship. A decree of divorce will thus be granted. They both confirmed entering into a consent paper governing some of the ancillary issues and their agreement will be accepted on those issues.

As regards the disputed issue of Stand 2148 Highgate Close, Glen Lorne, it was common cause that this was the couple’s second immovable property. After marriage they acquired the first property namely Stand number 1464 Main Meadows, Waterfalls. Thereafter this property was sold and proceeds therefrom went towards the purchase of Stand 2148 as a vacant stand. It was accepted that Stand 2148 was bought and developed during the subsistence of the marriage. The main issue the parties haggled over pertained to their respective contributions towards the purchase and development of Stand 2148.

The plaintiff averred that she contributed a lot and so she deserved an equal share in the property. She argued that her contributions started from when they acquired and developed Stand 1464 Mainway Meadows.

The plaintiff testified that when she married the defendant in December 1993 under customary law they resided at the defendant's parents' home. Both of them were not in gainful employment. The defendant's mother encouraged the defendant to join his brother who was doing sculptures. This is how the defendant joined the sculpture business. As his wife she would also go to where he was working and in the process learnt how to wash, polish and prepare sculptures for export. The defendant thereafter started taking small sculptures for sale to South Africa. While he was in South Africa she remained looking after the sculpture business and washing and polishing other sculpture items for export. The defendant on his return would find that she had prepared some more sculptures and so he would go back to South Africa with those sculptures. As with any business, the business grew. Thus whilst initially the defendant would take a few sculpture items that fitted into one bag, later he would take with him two bags of sculpture items. The items he was exporting grew in number and size to an extent that he was now exporting in containers. As far as the plaintiff was concerned she was part of this business.

The plaintiff further testified that in about the year 2000 she went to the United Kingdom (UK) where, after training as a nurse, she was employed as nurse. In this regard she tendered her weekly payslips for the period 2000 to 2002. It was her evidence that she would spend about 6 months each time she went to the UK and most of that time she would be working. Later using income from her work in the UK she bought a Tipper truck which was shipped to Zimbabwe. That Tipper truck was used in the business of hire raising income for the family. It was her evidence that through these efforts she contributed to the acquisition and development of Stand number 1464 Mainway Meadows property.

That contribution towards the Mainway Meadows property was translated into a contribution towards the purchase of Stand 2148 Highgate Close, Glen Lorne when the defendant sold it to purchase this new Stand. It was the plaintiff's evidence that the Tipper truck continued being used to raise income for the family even when the new Stand had been bought.

In as far as the sculpture business was concerned the plaintiff testified that the business grew with her participation to an extent that the defendant's market grew into Europe and the United States of America.

She explained how in 2001 the defendant came to the UK where she was and the two of them went to the USA on a mission to market the sculptures.

Besides accompanying the defendant on some selling and marketing missions, the plaintiff testified that when she did not accompany the defendant, she would remain home taking care of the children and the home. In that time she would do odd jobs including sourcing wire crafts which they would redo to suit their client's orders and some informal chicken and detergents business.

It was her evidence that in about 2005, when the Glen Lorne stand was acquired, she was now mostly remaining home taking care of the children and the Tipper truck business. The plaintiff made reference to some receipts for building materials in her bundle of documents and the fact that some were in her name as she was on site buying the building materials. It was thus her evidence that she deserved an equal share in the property.

The defendant, on the other hand, testified that when he married the plaintiff he was already in the sculpture business and selling his sculpture items in South Africa. The plaintiff did not in any way assist in the sculpture business as she was not skilled. He thus ran the business alone. As regards the plaintiff's contribution towards the purchase and development of the immovable properties acquired during the subsistence of the marriage, the defendant contended that the plaintiff made no direct financial contribution. In their first property, the Mainway Meadows house, he bought the stand and built a house alone using proceeds from his sculpture business. Whilst admitting that in the period 2000 to 2002 the plaintiff would go to the UK and engage in work, he contended that whatever income she got she used it for her own personal needs and none for investment in the Mainway Meadows house or in the needs of the family.

It was his evidence that the Tipper truck that came from the UK was, in fact, bought by him and not by the plaintiff. It was, however, registered in the name of the plaintiff as she was the one to receive it in Zimbabwe. Besides this Tipper Truck the defendant said he also bought other trucks as he ran a trucking business as well. He has, however, since disposed the trucks as the venture was not viable.

In regard to Stand 2148 Highgate Close, the defendant testified that he sold the Mainway Meadows property to raise the purchase price for the stand. Thereafter he developed the stand using income from his sculpture business. As far as he was concerned the plaintiff made no contributions to that property. When some receipts in the plaintiffs name for the purchase of building materials for the property in question were shown to him, the

defendant indicated that the money used was the money he would have sent to the plaintiff. He would also transfer some money into the plaintiff's account. It is this money that the plaintiff used to buy the materials resulting in some receipts being in her name. The defendant made reference to his bank statements and the plaintiff's bank statements wherein he made indications as to the transfers made from his account into the plaintiff's account. Despite acknowledging that the plaintiff had sources of income of her own, albeit belittling such income, the defendant maintained that none of the plaintiff's money was used in the purchase and development of Stand 2148 Highgate Close, Glen Lorne.

A careful analysis of the evidence adduced including the documents tendered reveals a number of grey areas in the defendant's version.

It was, for instance, his evidence that he was the one who bought the Tipper truck. However, he could not tender documentary evidence or any other evidence in support thereof. It was common cause that the plaintiff went to the UK in the period 2000 to 2002. The payslips she tendered were supported by a bank statement from the UK to show that she had some money. After that period a Tipper truck was then bought and shipped to Zimbabwe. That truck was registered in the plaintiff's name as per the registration book tendered. The defendant, on the other hand, though claiming to be the one who bought that Truck did not establish that he had any money in the UK or even that he had sent money for the purchase of the Tipper truck. It was incumbent upon him to establish that he had money in the UK which he used to buy the truck in order to rebut the plaintiff's testimony. This he did not do.

Another point to note pertains to when the defendant commenced the sculpture business. The defendant refuted the plaintiff's assertion that he only commenced the sculpture business including exporting sculptures to South Africa after marriage. He instead contended that he started this business before the marriage and he also started going to South Africa to sell his sculpture items before marriage such that the plaintiff found him already in the trade. To buttress his version, the defendant tendered copies of his passport pages showing his trips to South Africa. Unfortunately these pages were for the period after marriage. Under cross examination he conceded that his documentary evidence on this aspect pertained to the period after marriage and that he had not produced documents for the period before marriage. His contention that he started trading in sculptures before marriage thus had nothing to buttress it as the passport pages were in favour of the plaintiff's assertion.

Further, in commenting on the plaintiff's bundle of documents the defendant indicated that not all the documents are in the plaintiff's name. He also alluded to the fact that some of the

documents did not relate to the property in dispute. By such response the defendant was conceding that some of the documents were in plaintiff's name and related to the property in question.

In this regard under cross examination he confirmed that receipts on pages 89 and 90 of the plaintiff's bundle of documents were in the plaintiff's name and these related to building materials for the property in dispute. He further confirmed that receipts on pages 150 and 161 were in the plaintiff's names and both related to building materials for the house in dispute. Other receipts in the plaintiff's names included receipts on pages 102,113,115 and 116. What this showed is that the plaintiff was not just a sit at home wife but did take part in the purchase of some building materials irrespective of the source of the money. This is a contribution that must be recognised. Though the defendant said that the construction of the house only took place when he was around as plaintiff was not able to manage or supervise the construction, the fact that these items were bought by the plaintiff may in fact point to the fact that whether the defendant was around or not, the plaintiff would also source the building materials.

It is imperative to note that there are some receipts in the joint names of the parties, such as receipts at pages 76, 77, 78 98 and 102 of the plaintiff's bundle of documents. This would tend to suggest that the parties would at times buy together or, by providing their joint names, were cognisant of the fact that it was their property. In fact such a trend was also evident on the first property, the Mainway Meadows property, whereby the City of Harare Approval of Building Plan dated 2 May 2002 at page 66 was in both parties' names. That plan indicates the building owner as 'Mr and Mrs Chikodzi'. Thereafter some purchases of building material were done in both parties' names. Examples are receipts on pages 74 and 75. I did not hear the defendant to explain why if these properties were entirely his own to the exclusion of the defendant, he had such documents in both parties names.

I am of the view that the plaintiff's documents show that the parties were not so individualistic in their family affairs as what the defendant wished to now portray. They conducted themselves as a family unit of husband and wife.

Further, the defendant's own documents tendered tend to point to this as well. The defendant testified that pages 1 to 10 of his supplementary bundle of documents are documents proving payments/transfers into the plaintiff's bank account made at his instance. Those were from his earnings. In his first bundle of documents he had attached documents showing that the plaintiff was self-employed earning income from her ventures which

included a hairdressing saloon. The two sets of documents referred to confirm that they indeed put some of their money in the same account and from that account some money would be utilised to buy building materials. Where a husband and his wife put their money into one account it is impossible to identify whose money was used for what in the purchase of building materials and other household needs. What can only be noted and appreciated is the different levels of contributions into that account. Such an exercise may require production of all the deposits by each spouse.

A further confirmation of the manner in which the parties operated their bank accounts may also be noted from the defendant's 2nd supplementary bundle of documents. The defendant testified that this bundle comprised his bank statement extracts. A careful analysis of the bundle shows that pages 1 to 16 are in the defendant's name and address of 2-39th Avenue, Haig Park, Harare. These statements cover the period November 2005 to November 2006. Statements from pages 21 to 60 are in the name M Chikodzi whose address is given as 2148 Highgate Close, Glen Lorne. These statements cover the period March 2007 to June 2008.

I did not hear the defendant to suggest that when he changed his address from Haig Park to Glen Lorne he also changed his name so as to have the initial of M. The only party with a name beginning with M is the plaintiff. This would suggest, as before, that the issues of separation of account activities was not of great concern hence the plaintiff's name on an account that is supposed to be the defendant's account. Clearly the exclusivity of accounts and moneys that the defendant wished to rely on was not adhered to as the parties were operating as a family unit and not running their finances separately and to the exclusion of the other.

It may also be noted that in discounting the plaintiff's participation in the sculpture business the defendant contended that the sculpture work required skilled people and the plaintiff is not so skilled. For some reason he never got trained in the sculpture work but learnt on the job as he was working with his brother. The same way that he acquired skills by observing his brother is the same way the plaintiff could have acquired basic skills of washing and polishing the sculpture items.

Besides the plaintiff's contributions in this regard it is not improbable that as a business upon which the family's income was anchored she could have participated in the promotion of the sculptures. The defendant, in fact, conceded that he used to go with the

plaintiff on some of his business trips to sell and promote his sculpture. He needed her company to effectively attain his objective on the mission.

The defendant did not deny that when the plaintiff did not accompany him on his business trips, as was the case in the latter years, she would remain looking after the home and family.

When one considers the defendant's evidence that he would only be in the country for 7 to 9 months a year, it becomes apparent that for 3 to 5 months in a year the plaintiff would be in charge of the family and ensuring that the family's daily needs were provided. This was clearly a contribution which must be recognised.

Further, the fact that the defendant said that he would also deposit his money into the plaintiff's account implies that she held a trustworthy position which in a way gave the defendant a measure of comfort as he went about his business. Indeed how would one quantify the role by the wife of faithfully managing the numerous sums of money that the defendant claimed to have sent or deposited into her account without squandering it? The trustworthiness by which she managed or handled those funds was surely a contribution towards the success of the business. The plaintiff's trustworthiness in that regard contributed to the defendant proceeding with his business outside the country without hesitation as all at home was in safe hands. He thus could afford to be away from home for 5 months in a year marketing his sculptures.

It is my view that when all these factor are considered together with the duration of the marriage of about 26 years, it is imperative that plaintiff's contribution to the marital wealth cannot be said to be mean. It was because of her presence and participation that the defendant was able to grow his business to the state it is today. I did not hear the defendant to complain about the manner in which the plaintiff performed her wifely duties, motherly role to their three children and as his companion in the marriage. In a nutshell the plaintiff did contribute both directly and indirectly to the acquisition of the family wealth.

In *Usayi v Usayi* 2003(1) ZLR 684 (S) the Supreme Court in upholding a High Court decision to award a 50% share to a non-working housewife of many years held that:-

“It is not possible to quantify in monetary terms the contribution of a wife and mother who for many years faithfully performed her duties as a wife, mother, counsellor, domestic worker, house keeper, and day and night nurse for her husband and children. It is not possible to place a monetary value on the love, thoughtfulness and attention to detail that she put into the routine and sometimes boring duties attendant on keeping a household running smoothly and a husband and children happy; nor can one measure in monetary terms the creation of a home and an atmosphere from which both husband and children can function to the best of

their ability. In the light of these many and various duties, one cannot say, as is often remarked: 'throughout the marriage she was a housewife. She never worked.' It is precisely because no monetary value can be placed on the performance of these duties that the Act speaks of the 'direct and indirect contribution made by each spouse to the family, including contributions made by looking after the home and caring for the family and any other domestic duties.'

In casu, it is also apparent that the manner in which the parties conducted their family affairs was such that it is not easy to separate their respective direct and indirect contributions.

As regards other factors pertaining to the needs and expectations of the parties as they divorce, it is apparent that the defendant's business having been the main stay of the family, the defendant will be well resourced as compared to the plaintiff. The plaintiff's ventures were not shown to be as viable as the defendant's business. This will inevitably affect her standard of living as they divorce. As the plaintiff will be the custodian parent of their minor child she will need financial support in order to ensure that the standard of living the minor child was used to is maintained.

In *Usayi v Usayi (supra)* after considering the indirect contributions, the needs and expectation of the parties, court awarded an equal share in the immovable property that was available for distribution.

In casu, it is not easy to quantify the plaintiff's contributions over a period of 26 to reach a decision that her contributions were much lesser than the defendant's. Upon considering the needs and expectation of the plaintiff as a spouse to a renowned sculptor and in an endeavour that she retains the same standard of living as far as is feasible, a just and equitable distribution is for each party to get an equal share with the defendant being given the first option to buy out the plaintiff's share.

The next issue is thus on the quantum of maintenance for the minor child.

The evidence adduced showed that the defendant has been providing most of the needs of the child. Though the plaintiff claimed a sum of USD 2000-00 (United States dollars) or its equivalent in local currency, she failed to justify that quantum in view of her own admission that the defendant has not failed to provide for the child but has in fact offered to continue catering for all the amenities required by the child. I did not hear the plaintiff to doubt the defendant's offer in this regard. She in fact gave the impression that the defendant has been providing all that the child needed on his own volition or at the mere asking. In the circumstances there was no justification for the sum claimed by the plaintiff as long as the

defendant is ordered to continue providing for the child as he has been doing. In order to cater for incidentals and other daily needs the defendant offered a sum of USD 500-00 (United States dollars) or its equivalent in local currency. In the absence of any evidence showing that such a sum is inadequate for the child's daily needs, an order in that sum will be granted.

Costs

The plaintiff asked for costs on a legal practitioner and client scale. She indicated that her reason for seeking costs were that when they separated she asked the defendant to file for divorce and he refused and instead he said she could do it herself. When she filed for divorce the defendant kept on avoiding receiving summons hence she had to serve him by publication in the Newspaper. The defendant contested the prayer for costs.

I am of the view that the rationale for seeking costs against the defendant is not reasonable at all. Where parties can no longer continue in a marriage it is open to either of them to approach the courts for dissolution of the marriage. One cannot be penalised for reluctance to approach the courts. As equal partners the plaintiff was entitled to approach court as she did without expecting that the defendant must do so first. The issue of failure to effect personal service which then resulted in an order for service by publication was not well ventilated to warrant costs against the defendant. The plaintiff merely suspected that the defendant was avoiding service without tendering evidence in that regard. The circumstances of this case clearly call for each party to bear their own costs. Whilst the plaintiff succeeded in getting an equal share in the matrimonial house, she was not successful on the quantum of maintenance. The defendant cannot be penalised for defending the action. In the circumstances each party will pay their own costs of suit.

Disposition

It is hereby ordered that:

1. A decree of divorce be and is hereby granted
2. Custody of the minor child, X, born 8th December 2009, is hereby awarded to the plaintiff. The defendant is hereby granted reasonable rights of access on weekends upon notice to plaintiff and every two weeks of the school holidays.
3. The defendant shall pay maintenance for the minor child in the sum of USD 500-00 (United States dollars) or its equivalent in local currency per month till the child attains the age of 18 years or becomes self-supporting whichever is earlier.

4. In addition, the defendant shall meet the minor child's school fees and other school requirements; and medical needs and expenses.
5. Movable property

A) The plaintiff is hereby awarded the following as her sole and exclusive property:-

- i) A Mercedes Benz, E280 registration number AEX 9880;
- ii) Saloon Furniture and equipment;
- iii) chicken feeders and drinkers;
- iv) double wooden cabin and roofing;
- v) double storey steel chicken run;
- vi) 3 heaters;
- vii) infrared light;
- viii) 2 sewing machines;
- ix) 5 candle moulds;
- x) 2 double beds;
- xi) executive bedroom suite;
- xii) chest of drawers;
- xiii) 1 Flat screen TV set;
- xiv) Sony DVD Player;
- xv) 4 Plate electric stove;
- xvi) 2 plate electrical stove;
- xvii) 4 plate gas stove;
- xviii) 1 microwave;
- xix) deep Freezer;
- xx) kitchen appliances;
- xxi) kitchen utensils;
- xxii) children's accessories;
- xxiii) Linen and Curtains;
- xxiv) dining table and chairs;
- xxv) Lounge Suite;
- xxvi) Coffee table;
- xxvii) 2 piece wall unit;
- xxviii) Akira Home Theatre and DVD player

B) The defendant is hereby awarded the following movable property:

- i) A Range Rover motor vehicle Registration number AEF 8922;
 - ii) Refrigerator;
 - iii) 5.5 KV Generator;
 - iv) Electric Lawn Mower;
 - v) Radio;
 - vi) Computer and desk;
 - vii) 2 double beds;
 - viii) three-quarter bed;
 - ix) 40 Inch TV set;
 - x) 1 Flat Screen TV set;
 - xi) 2 Plate electrical stove;
 - xii) 2 Plate gas stove;
 - xiii) Printer; and
 - xiv) 1 Microwave.
6. In respect of the Immovable property Stand 2148 Highgate Close, Glen Lorne, Harare each party is awarded a 50% share.
 7. The parties shall, within 30 days of this order appoint a mutually agreed evaluator to evaluate the property. Failing such agreement one shall be appointed for them by the Registrar.
 8. The costs of evaluation shall be met in equal proportion by the parties.
 9. The defendant is hereby granted the 1st option to buy out the plaintiff's share within 6 months of receipt of the valuation report or within such longer time as the parties may agree,
 10. Should the defendant fail to buy out the plaintiff within the period stipulated above, the plaintiff shall be granted 4 months within which to buy out defendant's share from the expiration of the period stated in (9) above or the date of receipt of communication of defendant's failure to buy his share.
 11. Should both parties fail to buy each other out, they shall appoint a mutually agreed estate agent to sale the property to best advantage. Should they fail to agree on an estate agent, one shall be appointed for them by the Registrar.
 12. The net proceeds of the sale shall be distributed equally between the parties

13. Each party shall bear their own costs of suit.

Samundombe & Partners, Plaintiff's legal practitioners
Dhlakama B Attorneys, defendant's legal practitioners