

FADZAI USAYI (NEE MAGARA)
versus
LEONARD USAYI

HIGH COURT OF ZIMBABWE
MAXWELL J
HARARE, 5 & 7 June and 30 August 2023

Civil Trial

R G Zhuwarara & G Ndlovu, for the plaintiff
S Banda & T Gurira, for the defendant

MAXWELL J:

The parties in this matter were married on the 27th of September 1997. There are two children born out of the marriage both of whom are now majors. On 4 October 2021 Plaintiff issued out summons claiming a decree of divorce and ancillary relief. The Defendant entered an Appearance to Defend and subsequently filed his plea to the Plaintiff's claim. A Pre-Trial Conference was held. The issue referred to trial was:

“What order should be made in respect of the division of the matrimonial assets of the parties?”

The parties are agreed that their marriage has irretrievably broken down and there is no reasonable prospect of a reconciliation occurring. In her declaration, Plaintiff stated that during the subsistence of the marriage, the parties acquired the following property:

Movable Property-Motor vehicles:

1. Toyota Ipsum registration number AFC 2454 registered in the name of the Plaintiff,
2. Honda Fit registration number AFC 2455 registered in the name of the Plaintiff,
3. Honda Fit registration number AFC 2456 registered in the name of the Plaintiff, and
4. VW Polo registered in the name of the Defendant.

Household Items

1. 3 x Double/3 quarter beds,
2. 3 x King beds,
3. 3x King head boards,

4. 3 quarter head board,
5. Sheets, Duvets and Pillows,
6. Flower pots.
7. Leather Sofas,
8. Fabric Sofas,
9. 2 x Television (45` & 55`),
10. Smart TV,
11. Projector and Screen,
12. Small silver fridges from Hirsches,
13. 1 plate gas stove,
14. 4 plate electric stove,
15. 5 plate gas stove,
16. Generator,
17. Invertor (lights & plugs),
18. 6-seater dining set,
19. Washing machine,
20. Dish washer,
21. Garden furniture,
22. Plates, pots, utensils,
23. Carpets and rugs,
24. 2 x coffee tables,
25. Upright freezer,
26. Deep freezer,
27. Upright freezer combo,
28. Office furniture under the shed,
29. Tool shed contents, and
30. Building material.

Immovable properties:

1. Lot 4 of Chimwemwe of Subdivision A of Kingsmead Extension of Borrowdale Estate measuring 4212 square metres, and

2. Stand No. 916 Borrowdale Township of Lot 4 of Chimwemwe of Subdivision A of Kingsmead Extension of Borrowdale Estate measuring 2000 square metres.

THE TRIAL

Only the parties testified in the trial. Plaintiff's evidence was as follows. She was married to the Defendant on 27 September 1997 as evidenced by the marriage certificate tendered as exhibit. On 29 October 1998 Founders Building Society offered Defendant a loan for the purchase of stand number 1524 Bluff Hill Township (the Bluff Hill property). In 1999 the Defendant was in arrears in terms of repaying the loan. She then took over the loan. Founders Building Society was paid off by her employer, Standard Chartered Bank, who demanded transfer of the property into her name and registration of a Deed of Hypothecation for \$700 000.00 in its name. In 2000 she got a loan to finish construction of the Bluff Hill property. Deeds of Hypothecation for \$200 000.00 and \$600 000.00 in favour of her employer bound the Bluff Hill property. Construction of the house was finished and the family moved in.

On 7 February 2003 Defendant applied for a company assisted mortgage from his then employer, Trust Bank Corporation Limited without her knowledge. The application was approved on the basis that the Bluff Hill property and a motor vehicle would be sold to reduce the loan balance to an approved limit. The parties went around looking at properties on the assumption that Defendant would use his own resources to buy the selected property. Defendant tried to sell the Bluff hill property within Trust Bank but she refused to sign the agreements of sale. Later she was shown a statement of Defendant's overdrawn account and was advised that Defendant's salary was not sustaining the mortgage payments. Further that there was a possibility of the house being sold due to the default in payments. She took over the mortgage on 13 February 2003 Defendant signed an agreement of sale buying Lot 4 of Chimwemwe of Subdivision A of Kingsmead Extension of Borrowdale Estate measuring 4212 square metres (the Borrowdale property). In breach of her employer's conditions of granting the mortgage loan, an agreement of sale of the Bluff Hill property was signed on 22 May 2003. This was signed in tears after fights and escalations to her brothers. Permission to sell the house was granted by her employer after the fact. Her employer's requirements for cancellation of the bond on the Bluff Hill property were met. Capital Gains Tax was not paid as a full roll-over was granted after

indicating that the reason for the disposal of the property was to finance purchase of a new residence.

By agreement the parties invested funds at Bank ABC. Defendant lost his job in January 2004. The investment was used to pay for the Borrowdale property. The Borrowdale property was subdivided to produce stand number 916. She paid for the subdivision. In 2019 she applied for a mortgage from her employer for construction of a bed and breakfast cottage (the cottage) on the subdivision. She was not successful as there was a change of policy. The bank was no longer financing construction but habitable structures. She however got a personal loan which was used to construct a habitable structure. She reapplied for a mortgage. On 11 October 2019 she got confirmation that a mortgage bond had been registered on the Deed of transfer for the subdivision. The cottage became habitable and was listed for online booking. On the online platform, Defendant was the primary host and all on line payments would go into his account. She was the secondary host. The cottage's first guest arrived in 2019. The bed and breakfast business was affected by covid-19 in 2020 as there were a lot of cancellations of the bookings that had been made. She obtained another mortgage in 2020 towards completion of the cottage. In 2021 the bookings started. On 27 September 2019 she was advised that she was no longer a co-host and no longer had access to the listing. She was no longer able to message guests or alter their reservations.

Defendant opened an accounting firm called Percos Services. The parties were operating a bank account in which they were signatories until Defendant opened another account with Tina Jaricha who was the Finance Manager at Percos Services. She decided not to be involved as Defendant was now running the company with Tina. The keys for Percos Services offices she had were collected from her by Defendant's friend, Victor. She no longer had access even though she retained all the legal documents. Defendant was friends with Mr Tandi of Time Bank. He was given the mandate to evaluate the assets at all the branches of Time Bank countrywide. Payment for the service was to be through two stands in Mount Pleasant Heights. She got a loan to enable Defendant to carry out the mandate. The mandate was shared with Mr Funny Ndiripo, Defendant's friend. The properties from Mr Tandi were shared such that Mr Ndiripo got one property while Percos Services got the other.

Plaintiff testified that she sold her Nissan Prairie registration number ABC 7207 and bought a Toyota Ipsum registration number AFC 2454 from the proceeds which she registered in her name. She also bought two Honda Fit vehicles registration numbers AFC 2455 and AFC 2456. She has been solely responsible for the parties' children, Wonani Myles Usai, born on 28 February 2002 (Wonani) and Nothando Cindy Usai, born on 27 February 2004 (Nothando). Wonani is at a university in Germany. Nothando wrote A-Levels last year and will go to university either in America, Canada or Germany. From the beginning of the marriage, Defendant would not buy groceries or pay bills. Under cross examination Plaintiff maintained that there was no meaningful contribution from Defendant in the acquisition of the properties in dispute.

Defendant's evidence was that he was a manager at Price Water House and moved on to be an Investment executive at Batanai Capital. From there he moved to Real Africa where he was a financial executive and then to Trust Bank as an investment executive. From Trust Bank he opened a firm of chartered accountants, Percos Services, which he has been operating as a financial advisor to date. During the subsistence of their marriage there was never a period in which he was unemployed. At the time the Bluff Hill property was acquired, he was employed at Batanai Capital Finance. He identified the property and entered into an agreement of sale with the owner. He was assisted by his employer to get a mortgage at Founders Building Society. By agreement he sold the property to Plaintiff who was looking for property to be funded by her employer. Plaintiff had been identifying properties in areas her employer would not fund. Plaintiff paid \$180 000.00 which he used to cancel the mortgage. He assisted the Plaintiff to effect improvements on the property and a house with four bedrooms, three bathrooms, open plan lounge, dining, kitchen and double garage was constructed. He left Batanai Capital after the improvements were done and joined Trust Bank. His package included a housing loan and a share option. In 2003 he was advised of an allotment of 350,000 ordinary shares in Trust Holdings Limited. The proceeds from there were applied to settle a housing loan.

The acquisition of the Borrowdale property was in two stages. He got \$100 million from the bank which he used to buy an old house which needed extensive renovations. Plaintiff did not make any financial contribution but chose the style of décor. He disputed that Plaintiff funded the purchase of this property and stated that after selling the Bluff Hill property, Plaintiff

had advised him that she had made investments in Zambia where her brother had business interests. Defendant further stated that he subsequently financed the subdivision of the Borrowdale property and improvements thereon after selling the Mount Pleasant property. He decided to start an accommodation business on the subdivision. A cottage with two hotel quality guest suites was constructed. He set up the business on line, did the promotion and set up bank accounts through which clients would pay. The agreement between the parties was that each would get 50% of whatever was realized from the business. They did so well that they could afford to shift their business to direct bookings and avoid the costs of Airbnb (Airbnb is a company operating an online marketplace for short- and long-term homestays and experiences. The company acts as a broker and charges a commission from each booking.) At the time of separation Plaintiff was no longer cooperating and he realized that he would not be able to run the business.

On the motor vehicles he stated that he had a colt that he sold and he used the proceeds to buy a Toyota Ipsum therefore it should be awarded to him. He further stated that after he bought the Toyota Ipsum he came under tremendous psychological pressure before change of ownership. For the sake of peace, he decided to register it in Plaintiff's name. He disputed that he was not contributing to the expenses of the family. He stated that all the companies he worked for had a facility for school fees for two children. When he started a business in 2004 Plaintiff was a signatory to all company bank accounts and he would instruct her to pay school fees. He has not been involved in his children's tertiary education as he was kicked out of the house and there has not been any contact with the family.

He testified that although Plaintiff was not a partner to the main entity he founded, Percos Chartered Accountants, she had access to bank accounts. She is a shareholder and director in Percos Services (Private) Limited. He disputed getting funding from the Plaintiff for the running of the company. According to him the amount of resources required to run the enterprise which at one time had a staff compliment of 12 members came from the clientele the company had. He stated that Plaintiff took much more financially from the business than she could contribute. He disputed that Plaintiff funded the mandate from Time Bank.

Under cross examination he stated that the Borrowdale property is his whilst Stand 916 belongs to the Plaintiff. He indicated that he did not remember writing an email in which he

stated that everything belongs to the Plaintiff. He disputed that the proceeds from the sale of the Bluff Hill property were invested in BankABC.

THE LAW

The law relating to the sharing of the assets of the spouses is set out in section 7 of the Matrimonial Causes Act [Chapter 5:13] (the Act). The assets subject to distribution are those that were acquired by the parties during the subsistence of the marriage which they consider to be belonging to the family. In subsection 4 of the same section the Court is enjoined to 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 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 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;
- (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;...”

The Act further directs that in distributing the assets, the court shall endeavor as far as is reasonable and practicable and, having regard to the conduct of the parties, where it is just to do so, place the spouses and child in the position they would have been in had a normal marriage relationship continued between the spouses. The distribution of the assets of the spouses will therefore be considered in that light.

THE PARTIES' TESTIMONIES

The parties seemed to have a marriage that started with their roles being complementary and both parties contributing to the acquisition of the assets. Plaintiff got disgruntled along the way and regretted having Defendant in her life. Throughout her testimony she referred to herself

as having been stupid for agreeing on issues with the Defendant. The extent of what each of them contributed in the acquisition of the assets is what is in dispute.

MOVABLE ASSETS

(a) Household Items

Plaintiff's attitude on household items was that what the Defendant bought and what was jointly acquired by the parties can be awarded to the Defendant. Defendant addressed the issue of the household items in his pleadings but did not in oral evidence. The distribution of the household items therefore was informed by the pleadings and what Plaintiff stated in evidence. Accordingly, the household items will be awarded as follows: -

NO	FOR PLAINTIFF	FOR DEFENDANT
1.	King beds x 2	Double/3 Quarter beds
2.	King Headboards x 2	3 Quarter Headboard
3.	Upright Freezer	Sheets, Duvets, Pillows-half share
4.	Smart TV	Flower Pots-half share
5.	Sheets, Duvets, Pillows-half share	Leather Sofas
6.	Flower Pots-half share	Television 45'
7.	Fabric Sofas	1 Plate Gas Stove
8.	Television 45' and 55'	4 Plate Electric Stove
9.	Projector and Screen	Dishwasher
10.	Small Silver Fridges from Hirsches	Plates, Pots & Utensils-half share
11.	5 Plate Gas Stove	Carpets and Rugs-half share
12.	Generator	Coffee Table
13.	Invertor (lights & Plugs)	Upright Freezer Combo
14.	6 Seater Dining Set	Deep Freezer
15.	Washing Machine	Office Furniture under the shed
16.	Garden Furniture	Flower Pots-half share
17.	Plates, Pots & Utensils-half share	Leather Sofas
18.	Carpets and Rugs-half share	Television 45'
19.	Coffee Table	1 Plate Gas Stove

20.	Tool Shed contents	
21.	Building materials	

(b) Motor Vehicles

There are four motor vehicles which were purchased during the subsistence of the marriage. Three are registered in the name of the Plaintiff and one in Defendant’s. The dispute is on the Toyota Ipsum registration number AGC 2454 registered in Plaintiff’s name. Plaintiff submitted that the vehicle should be awarded to her as it was purchased in exchange for the Nissan Prairie which belonged to her. Defendant testified that this vehicle should be awarded to him as he bought it using funds obtained from the sale of his Mitsubishi Colt vehicle. He however confirmed having decided to have the vehicle registered in Plaintiff’s name. I do not find any reason to justify changing ownership of the vehicle. It will accordingly be awarded to the Plaintiff.

IMMOVABLE PROPERTY

The Borrowdale property is an asset registered in the Defendant’s name and Stand 916 is an asset registered in the Plaintiff’s name. What this court is enjoined to do by the Act is to consider all assets of the spouses. As explained in the case of *Takafuma v Takafuma* 1994 (2) ZLR 103 (S) the court then sorts out those assets into “his”, “hers” and “theirs” and uses these categories to make adjustments where deemed necessary once the category of property marked “theirs” has been distributed. The objective is to place the parties in the position they would have been in had the marriage continued. In *Shenje v Shenje* 2001 (1) ZLR 160 the point is made that the legislative intent and the objective of the courts is more weighted in favour of ensuring that the parties’ needs are met rather than that their contributions are recouped.

At the end of the evidence of both parties, the Court was left with no clear answer as to the extent of each party’s contribution. Either party claimed responsibility for the acquisition of the immovable property. It is settled in our jurisdiction that the standard of proof in civil matters is “a balance of probabilities.” See *ZESA v Dera* 1998(1) ZLR 500, wherein the court stated that in civil cases the dispute is between individuals who are equally interested parties. The primary concern is to do justice to each party, and the test for that justice is to balance their competing claims.

The evidence on the contributions of the parties to the acquisition of the immovable property will be considered in the light of that standard. Plaintiff stated in her synopsis of evidence that the Defendant acquired a mortgage of about \$50 million from Trust Bank in 2002 which he used to purchase the Borrowdale Property. In 2003 the Bluff Hill Property was sold for \$32 million which was deposited into several high interest investments accounts at Bank ABC. The interest from the investments was utilized to extinguish the Defendant's loan for the Borrowdale property. On being asked where the difference between \$32 million and \$50 million came from, Plaintiff's response was that it came partly from investments and partly from Trust Bank. Defendant on the other hand testified that he bought the Borrowdale Property and effected improvements thereon using funds from a loan advanced to him by Trust Bank, his former employer. Counsel for Plaintiff emphasized the fact that Defendant did not produce any documents confirming the expenses he incurred on the properties. Defendant's response was that he was forcibly removed from the property and was not able to retrieve any documents. He further stated that at one time he went with his legal counsel but was not successful. That Defendant was forcibly removed from the property was not challenged. In the circumstances the failure to produce documents will not be held against him. I find that both parties confirmed their contribution to the acquisition of the Borrowdale property. Plaintiff produced letters from her employer confirming the various financial facilities availed to her. Both parties confirmed the investment of funds with Bank ABC at the Defendant's initiative. The source of the invested funds remained in dispute. Plaintiff said they were the proceeds from the sale of the Bluff Hill Property. Under cross examination she conceded that there was no evidence that the proceeds of the sale of the Bluff Hill Property were invested. Defendant stated that the invested funds were from his salary, overdraft facilities and personal loans. The letter accepting his resignation stated an outstanding personal loan. Defendant stated in his summary of evidence that the funds from the sale of the Bluff Hill Property were personally used by the Plaintiff and were never used to clear any mortgages. In his evidence-in-chief he stated that Plaintiff advised him that she had made investments in Zambia. That averment was not challenged in cross-examination. Defendant produced a letter from his former employer showing that as at 8 January 2004, on resignation, he had an outstanding housing loan. The agreement of sale for the Borrowdale property was signed in February 2003. I find that the source of the invested funds was not

established but the interest from the investment is attributable to the Defendant in whose name the investment was made. Moreover, the initial payment for the property was from Trust Bank as acknowledged by Plaintiff.

The same is true of the subdivision resulting in Stand 916. Plaintiff said the subdivision was created through her efforts, securing loans to finance the subdivision, construction and development of the property without the assistance of Defendant. What she alleged to have expended on the subdivision was not proved. She stated that around 2016 she was struggling to pay fees for the children as there was nothing much coming from companies operated by Defendant. She paid for the subdivision and surveyor's compliance certificate. She obtained a personal loan with which she built a habitable structure which enabled her to get several mortgages. She decided to renovate the guest room so as to run an accommodation business and in 2019 she opened the guest room to the first guest. On the other hand, Defendant testified that he would instruct Plaintiff to pay school fees from the accounts of the company he started in 2004 as she was a signatory to all company accounts. Further that he paid for the subdivision and conveyancing and that the improvements on the subdivision. He stated that the improvements were two hotel quality guest suites each with a bathroom, kitchenette and bedroom. He said he could not produce receipts showing purchase of building material or labour as he was forcibly evicted from the matrimonial property.

I find that none of the parties discharged the burden of proof on a balance of probabilities. The probabilities are evenly balanced. A consideration of the credibility of the witnesses in this case does not help. The court generally is guided by several factors in assessing credibility. In *Nicoz Diamond Insurance Ltd v Clovgate Elevator Co (Pvt) Ltd: Clovgate Elevator Co (Pvt) Ltd v Nicoz Diamond Insurance Ltd* 2018 (1) ZLR 50 @ 55 reference is made to the case of *Hees v Nel* 1994 PH F11 in which MAHOMED J, had this to say on the subject of assessment of credibility:

“Included in the factors which a court would look at in examining the credibility or veracity of any witnesses, are matters such as the general quality of his testimony which often is a relative condition to be compared with the quality of the evidence of the conflicting witness. His consistency both within the context and structure of his own evidence and with the objective facts, his integrity, his candour, his age, his capacities and opportunities to be able to depose to the events he claims to have knowledge of. His personal interest in the outcome of the litigation, his temperament and personality, his intellect, his objectivity, his ability to effectively

communicate what he intends to say and the weight to be attached and the relevance of his version against the background of the pleadings.”

As stated above, Plaintiff’s evidence is supported by documentary exhibits. Defendant on the other hand indicated that the circumstances leading to his forcible removal from the property caused him to fail to secure the necessary documents he would have needed. As stated above, the fact of his forcible removal was not disputed. Defendant was taken to task on an email dated 14 August 2013 in which he had stated that everything belongs to Plaintiff and that he did not want to co-own anything with her. He stated that he had no recollection of it. He obviously had a change of mind by the time divorce proceedings were instituted. Plaintiff demonstrated that a change of mind is not unusual. In her declaration she had claimed all the movable property in the matrimonial home save for Defendant’s personal effects. Defendant in his plea pointed out that both parties contributed to the acquisition of the movable property and proposed a distribution. In her replication, Plaintiff counter-proposed a distribution. In her evidence in chief, she stated that on hindsight she would let Defendant have what he paid for, leather sofas, upright freezer and three-quarter beds. At some point both parties changed their minds.

The parties’ circumstances obviate the need to refer to s 7 (4) the Matrimonial Causes Act [*Chapter 5:13*] which enjoins the court to:

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

In my view, had a normal marriage relationship continued between the spouses, none would be homeless. Section 26 of the Constitution of Zimbabwe in dealing with marriage espouses the principle of “equality of rights and obligations of spouses during marriage and at its dissolution”. Principles of fairness and justice in terms of the law are central considerations. It has not been proved on a balance of probabilities that Defendant did not contribute to the acquisition of the two properties in issue. To award both properties to the Plaintiff as prayed for would be unfair. Even though Plaintiff stated that the children consider the Borrowdale Property as home, that is immaterial considering that they are both majors now and can chart their own paths in life. If the parties had wanted to give the property to their children they could have done so by consent. Alternatively, they could also have put the properties in a Trust for the benefit of

the children. The Matrimonial Causes Act in s 7 (5) recognises written agreements by consent in the resolution of property distribution on divorce:

“In granting a decree of divorce, judicial separation or nullity of marriage an appropriate court may, **in accordance with a written agreement between the parties**, make an order with regard to the matters referred to in paragraphs (a) and (b) of subsection (1).”

Divorce, of necessity, brings about fundamental changes in the parties’ lives and comes with the consequences of property sharing. In *casu*, there are two properties registered in each of the spouses’ names. The registration of rights in immovable property in terms of the Deeds Registries Act [Chapter 20:05] is not a mere matter of form. It conveys real rights upon those in whose name the property is registered. See *Takafuma v Takafuma (supra)*. The properties therefore fall into the category of “his” and “hers” by virtue of registration. From the above analysis, there is no justification for taking any portion away from one and give to the other. Accordingly, each spouse retains the immovable property registered in his or her name.

DISPOSITION

1. A decree of divorce be and is hereby granted.
2. The household items be and are hereby awarded as follows; -

NO	FOR PLAINTIFF	FOR DEFENDANT
1.	King beds x 2	Double/3 Quarter beds
2.	King Headboards x 2	3 Quarter Headboard
3.	Upright Freezer	Sheets, Duvets, Pillows-half share
4.	Smart TV	Flower Pots-half share
5.	Sheets, Duvets, Pillows-half share	Leather Sofas
6.	Flower Pots-half share	Television 45´
7.	Fabric Sofas	1 Plate Gas Stove
8.	Television 45´ and 55´	4 Plate Electric Stove
9.	Projector and Screen	Dishwasher
10.	Small Silver Fridges from Hirsches	Plates, Pots & Utensils-half share
11.	5 Plate Gas Stove	Carpets and Rugs-half share
12.	Generator	Coffee Table
13.	Invertor (lights & Plugs)	Upright Freezer Combo

14.	6-Seater Dining Set	Deep Freezer
15.	Washing Machine	Office Furniture under the shed
16.	Garden Furniture	Flower Pots-half share
17.	Plates, Pots & Utensils-half share	Leather Sofas
18.	Carpets and Rugs-half share	Television 45´
19.	Coffee Table	1 Plate Gas Stove
20.	Tool Shed contents- half share	
21.	Building materials-half share	

3. The Plaintiff be and is hereby awarded the following motor vehicles; -
 - a) Toyota Ipsum registration number AFC 2454,
 - b) Honda Fit registration number AFC 2455, and
 - c) Honda Fit registration number AFC 2456.
4. The Defendant be and is hereby awarded a VW Polo registration number AEI 9308.
5. The Plaintiff be and is hereby awarded Stand No. 916 Borrowdale Township of Lot 4 of Chimwemwe of Subdivision A of Kingsmead Extension of Borrowdale Estate measuring 2000 square metres.
6. The defendant be and is hereby awarded the Remaining extent of Lot 4 of Chimwemwe of Subdivision A of Kingsmead Extension of Borrowdale Estate measuring 2212 square metres.
7. Each party bears its own costs.

Gill, Godlonton & Gerrans, plaintiff's legal practitioners
Sinyoro & Partners, defendant's legal practitioners

