

IN THE HIGH COURT OF ZIMBABWE
HELD AT HARARE

CASE NO HC 1521/2023

In the matter between:

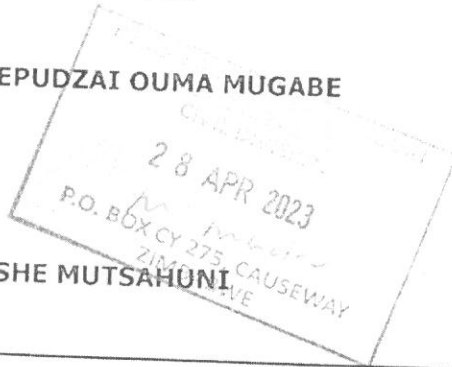
BONA NYEPUDZAI OUMA MUGABE

PLAINTIFF

AND

SIMBARASHE MUTSAHUNI

DEFENDANT



DEFENDANT'S PLEA

The following plea is entered for the Defendant as follows:

1. **Ad Summons**

Defendant denies that the marriage has broken down but avers that it can be restored if both parties subject themselves to genuine counselling. Family support rather than family interference and personal agendas is more constructive.

2. **Ad Declaration**

2.1. **Ad Paragraph 1-2**

This is noted save to say the address for service for the Defendant is care of the undersigned legal practitioners of record.

2.2. **Ad Paragraph 3.**

This is noted, and there are no issues.

2.3. **Ad Paragraph 4.**

This is noted, and there are no issues.

2.4. Ad Paragraph 5.

This is denied. The parties' issues can be resolved through counselling, and the marriage can be restored. The differences or issues arising are mutual, and parties can resolve them.

2.5. Ad paragraph 6.

This is admitted.

2.6. Ad Paragraph 7.

This is disputed. It is in the best interest of the children that the parties be made joint custodians of minor children, him having the children during weekends and holidays while Plaintiff during the school terms. Alternatively, Defendant be granted access during all weekends and school holidays.

2.7. Ad paragraph 8.

This is disputed. It is in the best interests of the minor children that the Defendant be allowed to pay school fees as per invoices, school uniforms when needed, medical aid and clothing as when required. This is in line with what Defendant does currently.

2.8. Ad paragraph 9.

That is admitted.

2.9. Ad paragraph 10.

It is admitted that the parties acquired movable and immovable property, which must be dealt with in this case and shared equally. Defendant vehemently opposes that the assets be dealt with in a separate suit. The properties acquired more fully appear in the counterclaim and must be shared as in the counterclaim, not in a separate suit. The averments and submissions made in Defendant's counterclaim are hereby incorporated as part and parcel of this answer.

2.10. Ad paragraph 11.

The marriage has not irretrievably broken down and is capable of restoration. However, if this Honourable Court finds otherwise, the property must also be shared to avoid parties being stuck together in property issues as if they are in a joint venture. Defendant incorporates all averments and distribution proposals. He submits his claim in reconvention to be part and parcel of the reply to the claim of property distribution.

2.11. Ad Paragraph 12.

This is denied. Plaintiff has unreasonably refused to settle, and lots of falsehoods have been channelled insinuating that Defendant is after her property, yet defendant is claiming what was acquired by Defendant and Plaintiff during the subsistence of their union, which is just a drop in the ocean if it is to be compared with what is hers and which Defendant is not claiming even a thread thereof. Plaintiff contributed to acquiring the properties acquired through his savings from his former jobs as a pilot and the farming venture. In addition, he contributed through earnings and donations from his father-in-law for work, jobs and special assignments done on behalf of his father-in-law. There is much input through direct and indirect contribution wherein Defendant contributed to the assets, both movable and immovable, acquired during the subsistence of his marriage.

2.12. Ad Paragraph 13 (a)

The relief sought is opposed because the marriage is restorable.

2.13. Ad Paragraph 13 (b).

This is disputed. The parties must be awarded joint custody.

2.14. Ad Paragraph 13 (c)

This is disputed. Defendant prays for joint custody of children, him having children's weekends and holidays while the Plaintiff during the school terms. Alternatively, Defendant must be granted access during all weekends and school holidays or vice-versa.

2.15. Ad Paragraph 13 (d)

This is disputed. It is in the best interest of the minor children that the Defendant be allowed to pay school fees as per invoices, school uniforms when needed, medical aid and clothing as when required. This is in line with what Defendant does currently.

2.16. Ad Paragraph 13 (e)

This is disputed. The marriage has not irretrievably broken down and is capable of restoration. However, if this Honourable Court finds otherwise, the properties must also be shared to avoid parties being stuck together in property issues as if they are in a joint venture. Defendant incorporates all averments and distribution proposals he submits in its claim in reconvention to be part and parcel of its reply to the claim of property distribution.

2.17. Ad Paragraph 13 (f)

This is admitted.

WHEREFORE, Defendant prays for Plaintiff's claims to be dismissed with no order as to costs and Defendant's counterclaim to succeed as prayed.

COUNTERCLAIM

1. The Defendant in the main matter is the Plaintiff in reconvention, and his address for service is care of Messrs Matsikidze Attorneys-at-Law/Matlaw, No 7 Frank Johnson Drive, Eastlea, Harare.
2. The Plaintiff in the main matter is the Defendant in reconvention, and his address for service is care of Messrs Chimwamurombe Legal Practice, 17 Plover Avenue, Mt Pleasant, Harare.

3. Plaintiff and Defendant's marriage was solemnised in terms of Zimbabwean laws on the 1st of March 2014, Blue Rood Residence, Harare, Zimbabwe.
4. Plaintiff considers Zimbabwe to be his domicile and resides permanently in Zimbabwe.
5. The Plaintiff and the Defendant, during the subsistence of their marriage, were blessed with three minor children, namely:
 - 5.1. Simbanashe Miguel Chikore born 16 April 2016.
 - 5.2. Michaiah Zane Chikore born 10 January 2018.
 - 5.3. Mireya Minana Chikore born 25th November 2021.
6. At all material times, Plaintiff and Defendant were living blissfully herein and experienced challenges like any young married couple.
7. At all material times, Plaintiff has never stopped loving his wife.
8. The plaintiff contends that the marriage has not broken down irretrievably as the alleged issues being raised are common and mutual to both parties.
9. The marriage can be restored through proper genuine holistic counselling and family support rather than family member interference and personal agendas.
10. However, if Defendant proceeds with its claim, Plaintiff will counter the claim as set herein.
11. The Plaintiff's counterclaim is for the Plaintiff and the defendant to be granted joint custody of the minor children.
12. Plaintiff and Defendant are equally capable parents to be granted joint custody of the minor children.

13. It is, therefore, in the best interest that Defendant and Plaintiff be granted co-custody of the three minor children.
14. In exercising the joint custody, Plaintiff prays that Defendant has children during school days while Plaintiff has children during all weekends and holidays or vice versa.
15. In the alternative, the Plaintiff claims access during weekends and holidays as follows:
 - 15.1. For weekends Plaintiff must have children every weekend starting from 08:00 hours Saturday and returning children Sunday at 18:00 hours to Defendant.
 - 15.2. For school holidays Plaintiff must have children from the closing date to the end of the third week of the holidays.
 - 15.3. For the minor child Mireya Minana Chikore Born 25th November 2021, until she is of creche-going age, Plaintiff shall see her every weekend and holiday during daytime and return her to the mother on or before 18:00 hours provided Defendant is at home.
16. It is in the best interests of the minor children that the Plaintiff be ordered to maintain the children as follows:
 - 16.1. Plaintiff shall pay for the children's medical aid in full.
 - 16.2. Plaintiff shall pay for children's school fees in full.
 - 16.3. Plaintiff shall meet all clothing requirements for the children.
 - 16.4. Plaintiff shall meet all food requirements for the children.
17. In the event divorce proceeds, Plaintiff prays that all properties acquired during the subsistence of their marriage or donated to them as a couple be shared in equal shares.
18. The Plaintiff **does not claim** any of the property or money that belongs to Defendant.

19. From before the marriage to date, Defendant acquired or was given shares or owns solely or jointly, through donations and or in inheritance, the following residential properties:
 - 19.1. Stand 287 Helensvale, measuring 3.497 acres estimated to be valued at USD 314 730.00.
 - 19.2. Stand 288 Helensvale, measuring 1.4207 hectares estimated to be valued at USD \$ 305 000.00
 - 19.3. Stand 268 Helensvale, measuring 1.3226 hectares estimated to be valued at USD \$284 000.00
 - 19.4. Stand 306 Carrick Creagh measuring 1.8034 hectares, estimated to be valued at USD \$386 500.00
 - 19.5. Stand 307 Carrick Creagh measuring 2.5133 hectares estimated to be valued at USD \$ 539 000.00
 - 19.6. Stand 308 Carrick Creagh measuring 1.3733 hectares, estimated to be valued at USD \$ 294 000.00
 - 19.7. Stand 309 Carrick Creagh measuring 1.6775 hectares, estimated to be valued at USD \$359 464.00
 - 19.8. Stand 312 Carrick Creagh measuring 2.3311 hectares, estimated to be valued at USD \$499 500.00
 - 19.9. Stand 313 Carrick Creagh measuring 2.6676 hectares, estimated to be valued at USD \$571 628.00
 - 19.10. Stand 347 Carrick Creagh measuring 1.3733 hectares, estimated to be valued at USD \$294 000.00
 - 19.11. Stand 348 Carrick Creagh measuring 0.712hectares estimated to be valued at USD \$152 571.00
 - 19.12. Stand 349 Carrick Creagh 1.4407 hectares estimated to be valued at USD \$ 308 721.00
 - 19.13. Stand 99 Carrick Creagh estimated to be valued at USD \$ 180 000
 - 19.14. Stand 61 Helensvale estimated to be valued at USD \$ 4 300 000.00
 - 19.15. Stand 40 Helensvale measuring 8.6 257 hectares, estimated to be valued at USD \$ 1 848 364.29.
 - 19.16. The remainder of Helensvale, measuring 73.3819 hectares which, is estimated to be valued at USD 40 000 000.00.

- 19.17. Stand 466 Carrick Creagh called Teede Land measuring 54.8726 hectares estimated to be valued at USD \$ 11 758 414.29
 - 19.18. Stand 27 Quorn Avenue, whose value is estimated to be valued at USD 550 000.00.
 - 19.19. Stand in Milton Park which is estimated to be valued at USD \$ 330 000.00.
 - 19.20. Lot 5 Helensvale 2.4019 hectares, estimated to be valued at USD \$ 514 692.86.
 - 19.21. The Mansion 657 Dubai has an estimated value of AED 30 million.
20. From before the marriage to date, Defendant acquired or was given shares or owns solely or jointly, through donations and or in inheritance, the following twenty-one (21) farms and properties:
- 20.1. Rosam farm measuring 104.2335 hectares
 - 20.2. Smithfield Farm 3280.5898 hectares
 - 20.3. Gushungo Estate/remainder of Foyle 1200 hectares
 - 20.4. Iron Mask farm 207.8205 hectares
 - 20.5. Cressy Dale 945.037 hectares
 - 20.6. Cressy Dale Lot Two 184.534 hectares
 - 20.7. Tankantara 659.98 hectares
 - 20.8. John O'Groats 669.5 hectares
 - 20.9. Lot 1 Swan dale 155.482 hectares
 - 20.10. Lot 2 Swan dale 101.84 hectares
 - 20.11. Swandale 106.361hectares
 - 20.12. Clifford 1426 hectares
 - 20.13. Vusumuzi Banket farm 3182 hectares
 - 20.14. Teviotdale Kaseplan farm measuring 310.6189 hectares
 - 20.15. Remainder of Teviotdale 186.46 hectares
 - 20.16. Buckland Estate 280 hectares
 - 20.17. Yarrow Dale Farm 2516.3358 hectares
 - 20.18. Lemon Pool 102.5766 hectares
 - 20.19. Lot B of Greater B 404.6744 hectares
 - 20.20. Benissa Farming Company 1248.8033 hectares.
 - 20.21. Surtic 6385.3470 hectares

21. From before the marriage to date, Defendant acquired or was given shares or owns solely or jointly, through donations and or in inheritance, the following liquid assets, including other movable properties:
 - 21.1. Substantial cash in foreign currency, which exact amount shall be disclosed in court.
 - 21.2. The amount is not detailed here because Plaintiff does not desire to claim such an amount.
 - 21.3. A Rolls Royce car with a value of AED 2 900 000.00
22. For the avoidance of doubt, with respect to Defendant's properties, movables, immovables, and all cash as listed above in clauses 19, 20 and 21, Plaintiff does not wish to make any claim of whatsoever nature as those properties, movables, and the cash belong to her and herein are classified as her assets and not theirs (Plaintiff and Defendant).
23. The parties acquired these immovable properties jointly, and all the properties, as shown below, are co-owned and shareholding registered in both the parties' names:
 - 23.1. Stand Number 152 Lunar Road measuring 12.0748 hectares, valued at USD 8.5 million
 - 23.2. Stand Number 153 Lunar Road measuring 12.509, valued at USD 5.1 million
 - 23.3. Stand 1820 Chishawasha valued at USD \$ 5000.00.
 - 23.4. Stand 1837 Chishawasha USD \$ 87 000.00
 - 23.5. Mwenewazvo/Sigaro farm of size 873 hectares
24. The parties further acquired the following amounts of cash jointly:
 - 24.1. Cash in the sum of USD \$ 760 000.00 in a bag removed by Defendant from their residence.
 - 24.2. Additional Cash in the sum of USD \$ 129 000.00 was given by Plaintiff to Defendant for ongoing farm sales.
25. The parties also acquired the following vehicles jointly:

25.1. Range Rover Autobiography AEK 8465	\$140 000
25.2. Nissan NP300 AES 7205	\$10 000
25.3. Nissan NP300 AES 7177	\$10 000
25.4. NP300 AES 7203	\$10 000
25.5. Nissan El grand AFM 8548	\$7000
25.6. Dodge Nitro ADI 6535	\$7000
25.7. Toyota Landcruiser AFM 8549	\$27 000
25.8. Range Rover Sport AEF 5922 (accident damaged)	\$30 000
25.9. Range Rover Sport AEC 6243 (2009)	\$10 000
25.10. Toyota Landcruiser AFM8550	\$25 000
25.11. Mercedes S500 AEN 0355	\$12 000
25.12. Mercedes S430 ADV7053	\$8000
25.13. Bentley 101 (non-runner)	\$15 000
25.14. Mercedes GL 320 (non-runner)	\$7000
25.15. Yamaha motorbike	\$6500
25.16. Mercedes GL550 Dubai	\$13 000

26. The parties also have the following cash in their possession-

26.1. Plaintiff has AED 1 100 000.

26.2. Defendant has AED 1 300 000, and USD \$760 000 from weddings, bank account withdrawals, farm operations and sales and cash from farm operations USD 129 000.

27. The parties jointly have the following liabilities:

27.1. Farm Command Loan USD \$ 864 000.00

27.2. Seedco's debt for seed maize USD \$18 000.00

27.3. Prudential investment for children's college fees USD \$15 000

28. The parties currently at their farm have purchased the following inputs using the loans acquired for farming:

28.1. CAN fertiliser 419 bags

28.2. Compound D 1200 bags

28.3. Cereal Blend 790 bags

- 28.4. Bulk Blend 14 bags
 - 28.5. Cotton Fertilizer 998 bags
 - 28.6. Compound "D" 1120 bags
 - 28.7. Compound Maize fertilizer 442 bags
 - 28.8. CAN fertilizer (pilled) 310 bags
 - 28.9. Compound L 84 bags
29. The following are part of the assets sold to meet the operations of the farm:
- 29.1. 300 bags cereal blend \$7500
 - 29.2. Soya beans 16.4 tonnes \$8230
 - 29.3. 100 cattle \$9439/10 686/ 10 757/10 223
30. The parties also acquired the following farm equipment jointly:
- 30.1. John Deere Combine Harvester \$150 000
 - 30.2. Cheese Line EUR \$ 2 054 000
 - 30.3. Gym equipment from China \$14 237.50
 - 30.4. Tipper Truck \$25 000
 - 30.5. Excavator (non-runner) \$25 000
 - 30.6. Backhoe \$20 000
 - 30.7. Front Loader \$15 000
 - 30.8. Tent Marquee \$5 097
 - 30.9. Baggage Scanner \$2 197
 - 30.10. Metal Detector \$197.00
 - 30.11. 15 tonne roller \$40 000
 - 30.12. Home Furniture \$40 000
 - 30.13. State of the Chicken project runs (x5) USD \$100 000 each total \$500 000.
 - 30.14. asbestos for the whole project 1000 sheets
 - 30.15. wooden poles \$4900
 - 30.16. water tank \$13500
 - 30.17. Tractor MF460 \$15000
 - 30.18. Tractor TD95 \$10 500
 - 30.19. Tractor JX75 \$9 500

30.20.	Tractor T6050	\$20 000
30.21.	Tractor MX285 (non-runner)	\$12 000
30.22.	Tractor MX235 (non-runner)	\$11 000
30.23.	Tractor Fiat 70-66	\$9 000
30.24.	Tractor MX210	\$140 000
30.25.	Tractor Ford (non-runner)	\$5 000
30.26.	Hurricane Rom disc	\$7 000
30.27.	Hannibal rom disc	\$7 500
30.28.	Chinese rom disc	\$8 000
30.29.	Baldan 64-disc harrow	\$30 000
30.30.	Baldan 10 row planter	\$35 000
30.31.	Baldan 10 row planter	\$35 000
30.32.	Seed drill	\$14 000
30.33.	Seed drill	\$14 000
30.34.	Boom sprayer 18m	\$7000
30.35.	Jacto boom sprayer	\$25 000
30.36.	Kohler generator	\$10 000
30.37.	125ha center pivot	\$150 000
30.38.	40ha center pivot	\$80 000
30.39.	Tractor mower	\$2000
30.40.	Ripper	\$10 000
30.41.	John Deere planter	\$11 000
30.42.	Welding machine	\$500
30.43.	980 Aluminium Irrigation pipes	\$26 000
30.44.	Irrigation sprinklers, risers, connections	\$6 000
30.45.	8 water pumps 132KW	\$48 000
30.46.	Workshop tools and equipment	\$10 000
30.47.	Office equipment and furniture	\$10 000
30.48.	Seed Processing plant	\$1 200 000
30.49.	Oil Processing plant	\$250 000
30.50.	Volvo generator (mobile 220KVA)	\$25 000
30.51.	Deutz Generator 30 KVA	\$15 000
30.52.	15KVA generator	\$8 000

31. It is just and equitable that the immovables properties be shared as follows:
- 31.1. Plaintiff
- 31.1.1. Stand Number 152 Lunar Road measuring 12.0748 hectares, valued at USD 5.1 million
- 31.1.2. Stand 1837 measured to be 2.6 hectares Chishawasha valued at USD \$ 85 000.00
- 31.2. Defendant
- 31.2.1. Stand Number 153 Lunar Road measuring 12.509 hectares, valued at USD \$ 8.5 million.
- 31.2.2. Stand 1820 Chishawasha of size 0.5 acres and valued at USD \$ 5 900.00
32. The properties started in paragraph 31 can also be shared, and vice-versa; Plaintiff has no objection to either getting any of the sets of properties.
33. The farm Mwenewazvo/Sigaro 873 hectares to be co-owned in equal shares.
34. It is just and equitable that the vehicles be shared as follows:
- 34.1. Defendant
- | | | |
|---------|------------------------------------|-----------|
| 34.1.1. | Range Rover Autobiography AEK 8465 | \$140 000 |
| 34.1.2. | Nissan NP300 AES 7205 | \$10 000 |
| 34.1.3. | Nissan NP300 AES 7177 | \$10 000 |
| 34.1.4. | NP300 AES 7203 | \$10 000 |
| 34.1.5. | Nissan El grand AFM 8548 | \$7000 |
| 34.1.6. | Dodge Nitro ADI 6535 | \$7000 |
| 34.1.7. | Toyota Landcruiser AFM 8549 | \$27 000 |
| 34.1.8. | Mercedes GL550 Dubai | \$13 000 |
- 34.2. Plaintiff
- | | | |
|---------|---|----------|
| 34.2.1. | Range Rover Sport AEF 5922 (accident damaged) | \$30 000 |
| 34.2.2. | Range Rover Sport AEC 6243 (2009). | \$10 000 |
| 34.2.3. | Toyota Landcruiser AFM8550 | \$25 000 |
| 34.2.4. | Mercedes S500 AEN 0355 | \$12 000 |
| 34.2.5. | Mercedes S430 ADV7053 | \$8000 |

34.2.6.	Bentley 101 (non-runner)	\$15 000
34.2.7.	Mercedes GL 320 (non-runner)	\$7000
34.2.8.	Yamaha motorbike	\$6500

35. It is just and equitable that the following farm implements be shared as follows:

35.1. Plaintiff

35.1.1.	John Deere Combine Harvester	\$150 000
35.1.2.	Gym equipment from China	\$14 237.50
35.1.3.	Tipper Truck	\$25 000
35.1.4.	Excavator (non-runner)	\$25 000
35.1.5.	Backhoe	\$20 000
35.1.6.	40 hectare center pivot	\$60 000
35.1.7.	Baggage scanner	\$2197
35.1.8.	Metal Detector	\$197.00
35.1.9.	15 tonne roller	\$20 000
35.1.10.	Tractor MX210	\$140 000
35.1.11.	Balden 64-disc harrow	\$20 000
35.1.12.	Baldan 10 row planter	\$35 000
35.1.13.	Seed Drill	\$14 000
35.1.14.	Boom sprayer 18m	\$6 000
35.1.15.	4 Water pumps	\$24 000(half)
35.1.16.	Volvo generator (mobile 220KVA)	\$25 000
35.1.17.	Deutz Generator 30 KVA	\$15 000
35.1.18.	John Deere planter	\$10 000
35.1.19.	Irrigation Sprinklers & Risers	\$3 000 (half)
35.1.20.	490 irrigation pipes	\$13 000(half)
35.1.21.	Ripper	\$6000
35.1.22.	Water tank (Zimdani)	\$12 500
35.1.23.	Seed processing plant	\$750 000
35.1.24.	Seed conditioning plant	\$180 000.00
35.1.25.	Five chicken runs.	USD 100 000.00

35.2. Defendant

35.2.1.	Front Loader	\$15 000
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35.2.2.	Tent Marquee	\$5 097
35.2.3.	Cheese Line 100%	EUR 2 054 000.
35.2.4.	Home Furniture	\$200 000
35.2.5.	asbestos for the whole project	
35.2.6.	wooden poles	\$4900
35.2.7.	Tractor MF460	\$15000
35.2.8.	Tractor TD95	\$10 500
35.2.9.	Tractor JX75	\$9 500
35.2.10.	Tractor T6050	\$20 000
35.2.11.	Tractor MX285 (non-runner)	\$12 000
35.2.12.	Tractor MX235 (non-runner)	\$11 000
35.2.13.	Tractor Fiat 70-66	\$9 000
35.2.14.	Tractor Ford (non-runner)	\$5 000
35.2.15.	Hurricane Rom disc	\$7 000
35.2.16.	Hannibal rom disc	\$7 500
35.2.17.	Chinese rom disc	\$8 000
35.2.18.	Baldan 10 row planter	\$35 000
35.2.19.	Seed drill	\$14 000
35.2.20.	Jacto boom sprayer	\$25 000
35.2.21.	Kohler generator	\$10 000
35.2.22.	125ha center pivot	\$150 000
35.2.23.	Tractor mower	\$2000
35.2.24.	Welding machine	\$500
35.2.25.	490 Aluminum Irrigation pipes	\$13 000(half)
35.2.26.	Irrigation sprinklers, risers, connections	\$3 000(half)
35.2.27.	Four water pumps 132KW	\$24 000
35.2.28.	Workshop tools and equipment	\$10 000
35.2.29.	Office equipment and furniture	\$10 000
35.2.30.	Oil Processing plant(oil press).	\$250 000
35.2.31.	15KVA generator	\$8 000

36. It is just and equitable that the following cash be shared as follows:

36.1. Plaintiff

36.1.1. AED 1 100 000

36.2. Defendant

36.3. AED 1 300 000

37. It is just and equitable that the cash USD \$ 760 000 from wedding gifts, bank account withdrawals, and farm produce sales be removed from the matrimonial home, and the additional cash given to Defendant for farm operations in the sum of USD \$ 129 000 in possession of the Defendant be utilized to pay the farm Command Loan currently in the sum of USD \$ 864 000.
38. It is just and equitable that the Seedco debt for seed maize in the sum of USD \$ 18 000 be shared equally between the parties.
39. It is also equitable for the farm employee liabilities to be shared equally.

WHEREFORE Plaintiff prays that in the event of decree for divorce being granted that it be granted with the following ancillary relief:

- 39.1. Plaintiff and Defendant are and hereby granted joint custody of the minor children, and in exercising the joint custody, Defendant shall have children during school days while Plaintiff has children during all weekends and holidays or vice-versa.
- 39.2. In the alternative, the Plaintiff is and hereby granted access during weekends and holidays as follows:
- 39.2.1. For weekends Plaintiff shall have children every weekend starting from 08:00 hours Saturday and returning children Sunday at 18:00 hours to Defendant.
- 39.3. For school holidays, Plaintiff shall have children from the closing date to the end of the third week of the holidays.
- 39.4. For the minor child Mireya Minana Chikore Born 25th November 2021, until she is of creche-going age, Plaintiff shall see her every weekend and holiday during the daytime and return her to the mother on or before 18:00 hours, provided Defendant is at home.

- 39.5. The Plaintiff is and hereby ordered to maintain shall maintain the children as follows:
- 39.5.1. Plaintiff shall pay for the children's medical aid in full.
 - 39.5.2. Plaintiff shall pay for children's school fees in full.
 - 39.5.3. Plaintiff shall meet all clothing requirements for the children.
 - 39.5.4. Plaintiff shall meet all food requirements for the children.
- 39.6. The Plaintiff is and hereby granted the following orders with respect to the division of movable and immovable property:
- 39.6.1. The Defendant is and hereby awarded:
 - a. Stand Number 152 Luna Road measuring 12.0748 hectares, valued at USD 8.5 million.
 - b. Stand 1820 Chishawasha valued at USD \$ 5 900.00.
 - 39.6.2. Plaintiff is and hereby awarded:
 - a. Stand Number 153 Luna Road measuring 12.509 hectares, valued at USD \$ 5.1 million.
 - b. Stand 1837 Chishawasha valued at USD \$ 85 000.00.
- 39.7. The farm Mwenewazvo/Sigaro 873 hectares to be co-owned is and hereby awarded equal shares to Plaintiff and Defendant.
- 39.8. The defendant is and hereby awarded:
- | | | |
|---------|------------------------------------|-----------|
| 39.8.1. | Range Rover Autobiography AEK 8465 | \$140 000 |
| 39.8.2. | Nissan NP300 AES 7205 | \$10 000 |
| 39.8.3. | Nissan NP300 AES 7177 | \$10 000 |
| 39.8.4. | NP300 AES 7203 | \$10 000 |
| 39.8.5. | Nissan El grand AFM 8548 | \$7000 |
| 39.8.6. | Dodge Nitro ADI 6535 | \$7000 |
| 39.8.7. | Toyota Landcruiser AFM 8549 | \$27 000 |
| 39.8.8. | Mercedes GL 550 Dubai | \$13 000 |
- 39.9. Plaintiff is and hereby awarded:
- | | | |
|---------|---|----------|
| 39.9.1. | Range Rover Sport AEF 5922 (accident damaged) | \$30 000 |
| 39.9.2. | Range Rover Sport AEC 6243 (2009). | \$10 000 |
| 39.9.3. | Toyota Landcruiser AFM8550 | \$25 000 |
| 39.9.4. | Mercedes S500 AEN 0355 | \$12 000 |
| 39.9.5. | Mercedes S430 ADV7053 | \$8000 |

- | | | |
|---------|------------------------------|----------|
| 39.9.6. | Bentley 101 (non-runner) | \$15 000 |
| 39.9.7. | Mercedes GL 320 (non-runner) | \$7000 |
| 39.9.8. | Yamaha motorbike | \$6500 |
- 39.10. Plaintiff is and hereby awarded:
- | | | |
|----------|------------------------------|-------------|
| 39.10.1. | John Deere Combine Harvester | \$150 000 |
| 39.10.2. | Gym equipment from China | \$14 237.50 |
| 39.10.3. | Tipper Truck | \$25 000 |
| 39.10.4. | Excavator (non-runner) | \$25 000 |
| 39.10.5. | Backhoe | \$20 000 |
- 39.11. The defendant is and hereby awarded:
- | | | |
|----------|---------------------|------------------|
| 39.11.1. | Front Loader | \$15 000 |
| 39.11.2. | Tent Marquee | \$5 097 |
| 39.11.3. | Baggage ` ` Scanner | \$2 197 |
| 39.11.4. | Metal Detector | \$197.00 |
| 39.11.5. | 15-tonne roller | \$40 000 |
| 39.11.6. | Cheese Line 100% | EUR 2 054 000.00 |
| 39.11.7. | Home Furniture | \$200 000 |
- 39.12. The Plaintiff and defendant are and hereby granted the following farming inputs in equal shares:
- | | |
|----------|------------------------------------|
| 39.12.1. | CAN fertiliser 419 bags |
| 39.12.2. | Compound D 1200 bags |
| 39.12.3. | Cereal Blend 790 bags |
| 39.12.4. | Bulk Blend 14 bags |
| 39.12.5. | Cotton Fertilizer 998 |
| 39.12.6. | Compound "D" 1120 bags |
| 39.12.7. | Compound Maize fertilizer 442 bags |
| 39.12.8. | CAN fertilizer (pilled) 310 bags |
| 39.12.9. | Compound L 84 bags |
- 39.13. Plaintiff is and hereby awarded:
- | | |
|----------|---------------|
| 39.13.1. | AED 1 100 000 |
|----------|---------------|
- 39.14. The defendant is and hereby awarded:
- | | |
|----------|---------------|
| 39.14.1. | AED 1 300 000 |
|----------|---------------|

39.15. The Defendant is and hereby ordered to channel/direct all the cash she has in possession in the sum of USD\$889 000.00 obtained from wedding gifts, bank accounts withdrawals, and farm produces sales towards settling the farm Command Loan currently in the sum of USD 864 000 and the Seedco debt for seed maize in the sum of USD 18 000.

39.16. The parties are and hereby ordered to pay all their farm employees' liabilities equally.

39.17. That each party bears its own costs.

DATED AT HARARE THIS 28th DAY OF APRIL 2023


MATLAW
Matsikidze Attorneys At Law

Global Investments | Commercial | Labour Attorneys

Defendant's Legal Practitioners

The Executive Chancery

No. 7 Frank Johnson Avenue

Eastlea

HARARE (MAT/rm)

TO: THE REGISTRAR
High Court of Zimbabwe
HARARE

AND TO: MESSRS CHIMWAMUROMBE LEGAL PRACTICE
Plaintiffs' Legal Practitioners
17 Plover Avenue
Mt. Pleasant
HARARE [FC/RMS/RMJ/sm]