

LEMMAN MUNENEKWA

Versus

ELIAS MUZAMBA

And

FANISILE NKOMO

And

PHILANI WEZA

And

NKOSILATHI NGWENYA

And

MINISTER OF LANDS & RURAL RESETTLEMENT

IN THE HIGH COURT OF ZIMBABWE
KAMOCHA J
BULAWAYO4 & 5 MARCH 2014 & 3 JULY 2014

C. Dube-Banda for plaintiff
L. Nkomo for 1st and 2nd respondents

Civil Trial

KAMOCHA J: The parties appeared before a judge for a pre-trial conference whereat it was agreed that the issues for the determination of this court were these:-

- “(1) whether the plaintiff has made out a case for the eviction of the defendants and all those claiming through them from a piece of land known as a Hunting Camp on portion of Woodlands Estate in extent of one hundred hectares situate in the district of Hwange, Matabeleland North Province with improvements thereon comprising Elephant Camp.
- (2) whether the defendants should pay costs of suit on an attorney client scale jointly and severally each paying the other to be absolved.”

In his summary of evidence the plaintiff stated that he would tell the court that he had

been allocated a piece of land known as Hunting Camp on portion of Woodlands Estate in extent of one hundred hectares situate in the district of Hwange, Matabeleland North Province with improvements thereon comprising Elephant Camp by the Government of Zimbabwe.

The lease between the plaintiff and the Minister of Lands and Rural Resettlement commenced on the 1st June 2010 for a period of five years and was due to expire on 31 May, 2015. In terms of the lease agreement, the rental due for that period was \$5 000,00 which the plaintiff had paid. The lease was, however, signed by the parties a year later on 15 June 2011.

Plaintiff alleged that the 1st to 6th defendants had wrongfully and unlawfully occupied the rented property to his prejudice. He concluded that he had made a good case for eviction of the defendants and all those claiming through them from the said piece of land known as Hunting Camp on a portion of Woodlands Estate in extent of 100 hectares situate in the district of Hwange, Matabeleland North Province with improvements thereon comprising Elephant Camp.

The respondents' position as outlined in their synopsis of evidence was as follows: They alleged that as far back as about 2001 and fairly early in this country's land reform programme, as many as 120 people were allocated what was known as Woodlands Farm in the Victoria Falls area. They were A1 beneficiaries.

They initially formed a loose co-operative which was, however, not registered. They subsequently decided to form a company called Word of Advice (Private) Limited in which all the beneficiaries were shareholders. The company was formed in order to run the commercial aspects of their land which was partly used for residential and other usual communal uses such as the growing of crops and the raising of domestic animals. A significant portion of the farm was reserved for commercial hunting of wild animals. There was also a portion of the farm that was leased out to a company called Wild Horizons which was involved in elephant rides and other activities.

The owners of Wild Horizon were eventually allocated their own land elsewhere and moved out of that portion of Woodlands Farm defendants and other villagers had leased out to them.

The defendants alleged that an incorrect impression was created in the minds of some people within the Ministry of Lands because they then purported to lease out to the plaintiff that portion that the defendants previously leased out to Wild Horizons. They purported to give the plaintiff a lease on 15 June 2011 and accepted payment from him the sum of US\$5 000,00 in lease fees. The defendants said they were alarmed by that development.

In their view, what the land officers had purported to do was clearly wrong. The whole of Woodlands Farm had already been allocated to the defendants including the very portion that the land offices had purported to lease out the plaintiff.

They went on to state that a meeting of all concerned was held, the Ministry of Lands accepted their error and subsequently confirmed, in writing, that there would be no allocation of any part of Woodlands Farm as it had already been allocated to A1 beneficiaries. Notwithstanding that clear written position, plaintiff continued to attempt to have the

defendants evicted, when he should be addressing any complainant he may have to the allocating authorities who purported to give him a lease, took his money and had then said they would respect the fact that Woodlands Farm had already been allocated to the defendants and others.

The respondents were part of a community of 118 villagers resettled under the A1 Resettlement Model at Woodlands Farm which is 12 000 hectares. The portion of Woodlands Farm purportedly leased to the plaintiff was part of the land allocated to the resettled villagers.

They alleged that the community of resettled villagers had always utilized the Elephant Camp since 2001 and had leased it to a company called Wild Horizons Safaris up to 2007. They then contended that the purported lease of the Elephant Camp to the plaintiff was, therefore, irregular and concluded the plaintiff could not seek to evict them from a piece of land which was utilized by the entire community of resettled villagers. It was, therefore, their view that the plaintiff's refusal to face the facts and his insistence on involving them in unnecessary legal costs must attract an order of costs against him on the attorney and client scale.

The plaintiff did not have any witnesses to call but gave evidence himself. His testimony was that he lived in the Mwemba area of Hwange under Chief Hwange and was 60 years old.

His working experience was that he had worked for the then Post and Telecommunications as a telephone technician fixing telephones from 22 September 1991 to 2004 – a period 13 years.

After parting ways with the Post and Telecommunications he worked at Woodlands Farm for a company called Steelforce Inyathi Safaris which had been granted a lease by the community of resettled villagers in respect of a hunting camp at Woodlands Farm known as Pilimashabe. He worked as a manager. In that capacity he took care of employees. It was also part of his duty to oversee how professional hunters handled their clients.

He claimed to have great experience since he knew that where there was wildlife there should also be sufficient water pumped into such areas. He acquired that experience during the time he was employed at Steelforce as manager of Inyathi hunters and Woodlands Safaris which both belonged to that same company. He left Steelforce when their period of hunting at Inyathi Safaris terminated.

After leaving employment he approached the Hwange District lands office in 2010 seeking to be allocated land where he could do hunting and game viewing. He saw and spoke to Misheck Marandu the acting Lands Officer who advised him that land was available and he should make an application to the Ministry of Lands and Rural Resettlement.

He accordingly made a special application for State Land on 14 June 2010. The farm holding applied for was named as Woodlands Estate in the Victoria Falls commercial farming area in the district of Hwange.

On 15 June 2011 he signed a lease agreement with the Ministry of Lands and Rural Resettlement and paid the annual rental of \$5 035,00. The receipt issued to him reflects that he paid for a hunting camp on portion of Woodlands Estate in Hwange district in Matabeleland North Province. The agreement of lease shows the rented piece of land as being 100 hectares

with buildings and improvement thereon.

The duration of the lease was for a period of 5 years which, notwithstanding the date of signature thereon, was deemed to have commenced retrospectively on 1 June, 2010 until 31 May, 2015 unless sooner terminated in the manner provided in the agreement.

After paying his rental Marandu allegedly told him to go to the camp and start clearing the area as there was nobody there. He did as advised. He replaced broken window panes as he started to clear the place with the help of 13 people he had hired.

He returned to Marandu to report that he had started clearing the land and had even replaced window panes. Marandu suggested that they should go to the camp together so that he would introduce the applicant to his new neighbours – the villagers.

They undertook the journey and on arrival at the camp they approached the following village heads; village head Josphat Sipuhla, village head Mpofu, village head Miss Mumba and village head naka Sizinda. He was told that the others were still to come to be introduced to him. They drove to the farm house.

The first defendant who is the councilor for the area was in the company of John Siamaka and members of the Zimbabwe National Army while Marandu and the applicant were accompanied by members of the Zimbabwe Republic Police.

Plaintiff alleged that the soldiers and villagers complained bitterly against Marandu's allocation of the camp to him without consulting them. The local war veterans also registered their protest leading to the police officers' intervention by wanting to know what was the cause of the heated exchange. It was clear that Marandu was being accused of allocating the land to the plaintiff illegally without consulting the villagers when in fact that land had already been allocated to the resettled villagers. The argument was so heated that it nearly degenerated into a physical fight between Marandu and the soldiers. The police officers had to intervene.

The police officers then asked the councilor – first defendant, what he thought was the way forward. He said he would refer the matter to the provincial governor and the parties were to wait for the provincial governor's response from the 1st defendant.

The district lands officer Mr Marandu summarized the events that took place on 29 June, 2011 when he went to introduce Mr Munenekwa to the A1 farmers in a letter addressed to the Chief Lands Officer on 15 August, 2011. He confirmed in the letter that he and his client Mr Munenekwa were not well received at the farm. The reception was so hostile that it nearly turned into a fist fight. The soldiers who sided with the farmers were more senior rank than the police officers he had enlisted from Victoria Fall Z.R.P. Dispol.

Marandu made the following recommendations in the letter:-

- “(a) That the client Mr Munenekwa be referred back to Head Office for assistance;
- (b) That a provincial support letter be written to support this letter which shows background information;
- (c) The client then takes the two letters to Head Office;
- (d) I suggest that Head Office be able to write eviction orders which should be

addressed to whoever shall be found resisting Ministry's directive."

I pause to observe that Mr Marandu's recommendations do not seem to have been acted upon by the Chief Lands Officer, Matabeleland North Province. They were ignored. Instead, in light of what had transpired at the hostile meeting on 29 June, 2011, the Provincial Lands Committee convened a meeting on 29 June, 2011 at which it was resolved that Woodlands Farm situated in Hwange District was not going to be allocated to any other beneficiaries as it had already been allocated to A1 beneficiaries. This information is contained in exhibit 7 a letter by the Acting Chief Lands Officer dated 23 January 2012 signed by one C. Moyo.

The plaintiff told the court that he had employed some 13 employees and deployed them to work at Elephant Camp, Woodlands Estate to do some renovations. For some reasons unbeknown to him on a certain date one Lucky Mwaikonja phoned him reporting that Mr Muzamba – the first defendant in the company of soldiers, war veterans and all other villagers had told his workers to stop what they were doing and vacate the place. He sought confirmation from his foreman one Maboy Ndlovu who confirmed the position and went on to advise that Mr Muzamba had given the workers a document to sign. The document was produced as exhibit 6 and filed of record at page 23 in the court's bundle of documents and reads thus:-

"Agreement of vacation in respect of Mr B. Ndlovu:

I, 79138264 B 79 Councillor E Muzamba of ward 1 and 3, Hwange District have agreed with Mr Bafana Ndlovu I.D. No. 79031241 X 79 that he should (vacate) move out of Wild Horizon Camp on this 13th day of April 2011. The reason being that he had illegally settled on the camp without authority.

Mr Dlovu complied and agreed to do so in front of me and 78 villagers."

This document was signed by the councillor Mr E. Muzamba himself, the chairman of war veterans, Mr B. Sibanda and Mr B. Ndlovu himself. It was witnessed by four village heads who also appended their signatures and four board members who likewise appended their signatures.

I pause here to observe that Mr Munekwa had hired and deployed workers to Wild Horizon Camp in April 2011 to do some work there when his agreement of lease for five years was only entered into and signed by both parties on 15 June 2011. The A1 farmers cannot be faulted for holding that the plaintiff deployed his employees to work there illegally. He had not yet entered into an agreement with the Ministry of Lands and Rural Resettlement. The agreement the parties entered into and signed by the parties on 15 June, 2011 purported to be deemed to have a retrospective effect and commence on 1 June, 2010 and continue until 31 May, 2015. What admits of no doubt is that the agreement did not exist in April 2011 in particular 13 April, 2011 as it only came into being on 15 June 2011.

It is difficult to understand why the agreement was purportedly designed to be effective for a full year in retrospect when nothing would be achieved by losing a full year of business. The A1 farmers were not made aware of it and did not know about.

In conclusion the plaintiff emphasized that the land he was allocated had not been

allocated to A1 farmers. He was told that it was vacant. He complained that he had not been able to utilize his land despite the fact that he had paid the rental of five thousand dollars.

The plaintiff was cross-examined at some length. Under cross-examination he told the court that he had just applied for land without naming any specific piece of land but the authorities gave him that particular place. He was clearly not being candid with the court. When counsel for the defendants pointed out to him that he was not telling the truth and was referred to page 16 of the bundle of documents, he conceded the point that he had in fact applied to lease a particular camp.

It also emerged under cross-examination that plaintiff informed the Chief Lands Officer that he had the support of the local community when the opposite was the case. The local community was strongly opposed to his proposed settlement at that place.

The plaintiff had difficulty in answering questions. For instance, he was asked the following questions:

“Q You know that Wild Horizon leased the camp from the community?

A Marandu should answer that question.

Q Did it not occur to you that you also should have leased the camp from the community?

A I asked Marandu that question”

It was established under cross-examination that the A1 farmers were not consulted at all about the plaintiff’s intended take-over of the camp. The plaintiff failed to give a satisfactory answer on why the suggestions made by Mr Marandu in a letter dated 15 August, 2011 were never pursued.

Similarly plaintiff was unable to give a satisfactory explanation why he never enquired about the feed-back from the councillor on his inquiries with the provincial governor. At the hostile meeting of 29 June, 2011 the councillor Mr Muzamba was mandated to approach the provincial governor to seek clarification therefrom.

It is not difficult to understand why. An inquiry would have established the fact that following an inquiry by the councillor the Provincial Lands Committee convened a meeting where it had been resolved that Woodlands Farm situated in Hwange District was not going to be allocated to any other beneficiary as it was already allocated to A1 beneficiaries.

The plaintiff told the court in cross-examination that the letter from C. Moyo the acting Lands Officer covered him as well. He was clearly being untruthful. The councillor was mandated to report to the provincial governor about the plaintiff’s intended settlement at Woodlands Farm which had already been allocated to the A1 beneficiaries. That is why the letter stated that it was not going to be allocated to any other beneficiary. Meaning it was not going to be allocated to any other beneficiary apart from the A1 beneficiaries already allocated.

The plaintiff was an unreliable witness as he was untruthful and evasive as he testified. He is not worth to be believed.

The defendants adduced evidence from Mr Elias Muzamba – “Muzamba” the first

defendant. His evidence was that he resided at stand number 58 Woodlands Estate under the land reform program since 13 May 2000. The village where he lived was called Dunhu Village under A1 Model resettlement model. The scheme was meant for 122 homestead but 118 took occupation during that year.

Muzamba told the court that he was a very active member of the community there as he held a number of public offices. He is the chairman of the board that runs Woodlands Estate, he is the chairman of the Intensive Conservation Area and was currently the councillor of the entire Matetsi area and is an alderman.

It was his evidence that all the resettled A1 farmers had offer letters. The farmers occupy the land in the following three categories:- (1) fields and homesteads; (2) grazing land; and (3) an area of wildlife – safari and hunting where they have two safari camps.

The grazing area is used by all settlers communally. Livestock grazing area is demarcated from wild life land where villagers as a community did common wild life management and safari.

The wildlife area had two hunting safari camps called Old Elephant Camp and Pilimashaba respectively. They leased out the camp to safari companies and utilized the proceeds realized to fund development projects such as building schools in the area.

There was an existing lease agreement between the former owner and Wild Horizon in respect of Elephant Camp at the time the A1 farmers were resettled there. Wild Horizon continued leasing the camp from the villagers from the year 2000. On the night of 8 August, 2007 Wild Horizon employees vandalized the camp and deserted it. The matter was reported to the police at Victoria Falls and it is still in the courts.

The other area where there was another camp was leased out to Steelforce Inyathi Hunters where Mr Munenekwa once worked. It was called Pilimashaba which was run by Steelforce from 2003 to the beginning of 2005.

Before a camp was leased out to a particular company, the villagers would hold a meeting whereat the terms of the lease agreement would be formulated. The written terms of the lease agreement formed the lease agreement which would be signed by the leasing company as the lease on the one part and two members of the committee of 7 elected by the villagers as the lessor on the other part. He and one Denis Nkomo signed on behalf of the villagers.

Proceeds from the leased company were channelled towards the benefit of all the villagers such as the building of clinics and schools for the community as a whole.

Muzamba told the court that none of the settled villagers stayed within the camp apart from employees of the company running the camp. He himself lived some 7 ½ to 8 kilometres from the camp. Plaintiff knows Muzamba's homestead as he had been there on many occasions and had had meals there. His stand is number 58 for which he has a confirmation letter filed of record as exhibit 8.

The witness told the court that to the best of his knowledge as councillor of that area there are no persons answering to the names of the 3rd to 6th defendants at Woodlands Farm.

They do not exist at all at the farm and are not resident there.

On or about 29 June, 2011 Mr Misheck Marandu and Mr Munenekwa approached the community at the resettlement villages for the purpose of introducing Mr Munenekwa as the new tenant at Old Elephant Camp. The settlers did not accept Munenekwa as the new tenant because they perceived the purported lease as irregular as Woodlands Estate had already been allocated to the 118 settled villagers. They further regarded the purported lease as irregular and improper because the District Lands Committee and the Provincial Lands Committee were not involved in the granting of the lease. A stormy debate, between plaintiff and Misheck Marandu on the one hand and the resettled villagers and members of the District Lands Committee on the other, ensued. At the end of the heated debate it was agreed that Mr Muzamba the first defendant as councillor of the area would take the matter to the provincial governor to seek clarification on the lease to Munenekwa.

Mr Muzamba said he went to the District Administrator's office to search for the minutes of a meeting at which plaintiff was allocated land. The result of his research was that no such meeting took place and there were therefore no minutes.

After he had presented the issue to the provincial governor Mrs Sithokozile Mathuthu, she convened a Provincial Lands Committee meeting on 29 July, 2011. The District Administrator and Muzamba attended that meeting which was chaired by the provincial governor herself. The provincial lands committee resolved that Woodlands Farm in Hwange District was not going to be allocated to any other beneficiary as it had already been allocated to A1 beneficiaries. Exhibit 7 the letter by C. Moyo the acting Chief Lands Officer of Matabeleland North Province refers.

It therefore admits of no doubt that the District Lands Committee did not approve the granting of a lease to Mr Munenekwa of a hunting camp on the portion of Woodlands Estate in extent of 100 hectares situated in the district of Hwange, Matabeleland North Province.

The plaintiff, according to Mr Muzamba, made no effort to go and find out what the provincial governor's views were on the matter since it had been agreed at the stormy meeting of 29 June 2011 that the councillor should go and seek clarification. In fact he had already signed the lease agreement at Harare on 15 June 2011 without the input of both the District and Provincial Committees. The 118 A1 beneficiaries of that land were also not informed and consulted.

A petition signed by the resettled villagers was sent to the Provincial Administrator Miss L. Dlamini copied to the Provincial Governor, District Administrator, Chief Lands Officer, the President's office, PISI and Zimbabwe Republic Police. The resettled farmers stated therein that they were strongly opposed to giving Mr Lemmy Munenekwa the camp which they claimed was part of Woodlands Farm. They implored the provincial administrator to advise him to vacate the premises forthwith to avoid direct confrontations with them. The petition dated 5 April 2014 was filed of record as exhibit 10.

Muzamba and the other resettled farmers held the view that plaintiff was not properly settled as he had no offer letter or confirmation letter like anyone else. Muzamba alleged that the plaintiff's lease was not proper as it had not been supported by minutes of the land

committees chaired by the District Administrator instead of Mr Marandu an individual. Thereafter the matter would have been forwarded to the provincial level which would forward the matter to the national level with recommendations. The above procedure was not followed *in casu*.

On 13 April, 2011 Muzamba caused the workers of the plaintiff who had been working at the camp sign an agreement to vacate the premises on the grounds that plaintiff had allegedly settled on the camp without authority.

Under cross-examination Muzamba denied that he was aware that the plaintiff had been granted the lease before signing it on 15 June 2011. He did not know on 5 April 2011 when the petition was written that plaintiff had a lease agreement and he had not been told about it.

I pause to observe that Muzamba would not have known about a lease agreement which had not been reduced to writing. There is no evidence that he had been made aware of it. In any event the plaintiff was only going to be introduced as the new tenant on 29 June 2011.

Muzamba gave his evidence well in a clear and convincing manner. He was worth to be believed and his evidence is accepted by this court. Where his evidence conflicts with that of the plaintiff and Marandu, I prefer his evidence.

The defence called the second defendant Fanisile Nkomo to testify. He lives at stand 10 Siphumelela Village as one of the settlers who settled at Woodlands Estate in 2000 with Muzamba. His homestead is approximately 6 to 6 ½ kilometers from Elephant Camp.

He does not know the 3rd to 6th defendants as they do not live there and were not some of the A1 farmers settled at Woodlands Estate. He would have certainly known them if they had been settled there. The witness associated himself with the evidence of Muzamba in its entirety. He therefore corroborates Muzamba's testimony. The cross-examination of this witness was brief and he was not shaken at all. He was worth to be believed and his evidence is accepted by this court.

The defendants closed their case after this witness.

Thereafter *Mr Dube-Banda* counsel for the plaintiff requested the court to call Mr Misheck Marandu. The court acceded to the request and called him as its witness so that counsel for both parties could leave the opportunity to cross-examine him.

His evidence was that he was employed by the Ministry of Lands as the Chief Lands technician stationed at Hwange covering the whole district. He also acted as a land officer.

He told the court that he knew the plaintiff Mr Munenekwa. He also said that he knew all the defendants as farmers who were settled on Woodlands Estate.

He was clearly mistaken on that point as the 3rd to the 6th defendants are non-existent and there are no such persons settled on Woodlands Estate.

The witness told the court that he was the one who came up with the resettlement plan for Hwange and Lupane districts from inception. The settlers were resettled under the A1 Model on Woodlands Farm in 2001. The beneficiaries practice subsistence agriculture, livestock raising and collective wild life farming. It was his evidence that the farm was 12 000 hectares with a

carrying capacity of 118 households.

Each household had 103.5 hectares of which 100 hectares was for communal grazing, 3 hectares was for their cropping; the half hectare was meant for the homestead. Each beneficiary had an offer letter.

The new settlers found infrastructure at the farm which included two safari camps, a farm house and a workers cottage. The two camps belonged to government and the community was not authorized by government to use the two camps. The community had no right over the two camps. Neither did they have a right to let out the camps as they had no permits in respect of the camps.

The witness further explained that the community had a right to lease out their hunting right to anybody interested but they could not lease out the structures. Any person wanting to use the infrastructure would have to get a lease from the Ministry.

I pause to observe that the resettled farmers were not officially made aware that they had no authority to utilize and lease out the camps.

The resettled farmers had been utilizing and leasing out the two camps to companies but they did not have authority or a permit from the government to do so.

The plaintiff according to the witness, applied for a lease of the camps but not the farm house. The application has, however, serious limitations in that it does not specify exactly which camp he was applying for. Neither does it show which camp in particular he was given.

Mr Marandu was cross examined by both legal practitioners. When cross-examined by counsel for the plaintiff he told the court that plaintiff leased Elephant Camp from government irrespective of the fact that exhibit one – the lease agreement does not specify which camp he was leasing. He went on to contend that although the settled farmers were leasing out the camps they had no legal right to do so. It was his testimony that the new farmers were told at the time they were settled that it was explained to them that all the infrastructure which they found on the farm was state property. They had not right over it.

He said, notwithstanding the fact that the District Land Committee and Provincial Land Committee were not involved in the granting of the lease to the plaintiff, there was nothing wrong with the agreement of lease granted to the plaintiff. The reason is that such issues do not go through those structures. The plaintiff was correctly granted the lease and had the right to evict anyone from that piece of land.

He went further and alleged the new farmers were unlawfully resisting plaintiff's occupation of the piece of land for which he had a lease.

Under cross-examination by counsel for the respondents it was pointed out that Old Elephant Camp was sitting on a piece of land 5 hectares in size. Therefore, the 100 hectares reflected in agreement of lease would have to be annexed from the land already allocated to the resettled farmers at Woodlands Farm and leased to the plaintiff. His response was unconvincing and he sought to maintain that what he had done was lawful. When pressed further under what law he had acted, he said he acted in terms of policy of the Ministry of Lands. The court could request for the policy document from the Ministry of Lands if it so

wished.

When it was further queried with him that when the new farmers were resettled the District and Provincial Land Committees were involved why were they not also involved when 100 hectares was being annexed, his answer and explanation were not unconvincing at all. It was put to him that if allocated land was to be taken away the district and provincial land committees must be involved his response was "It depends". When pressed further that if 100 hectares of land which had been already allocated was to be taken away those committees had to be involved he said it was not necessary to involve them. That is clearly not correct. Such responsibility cannot be left to a single individual. He was clearly not being candid.

Mr Marandu even wanted the court to believe that there was not even need to involve the A1 farmers from whom the 100 hectares was being taken away. He did not see the need to consult the farmers. He seemed to hold the view that their legitimate expectation to be heard was of no consequence. That explains why he considered their resistance to the allocation of 100 hectares to the plaintiff unlawful.

Mr Marandu stated under cross-examination that he was not aware of any official communication from the Minister of Lands to the settled farmers at Woodlands Farm advising that they did not have any right to utilize or lease out the two camps. He was contradicting what he had said earlier on when he alleged that at the time the farmers were resettled they had been told that all infrastructure on the Estate was state property and the settlers had no right over it.

It is in fact common cause that Elephant Camp had been leased out to Wild Horizons who at the end vandalized the camp at the time they deserted it in 2007.

Marandu reluctantly conceded that the new farmers had effected some refurbishment thereafter. He called the refurbishment a mere attempt to refurbish when the farmers believed they had done so to acceptable standards.

It came out clearly under cross-examination that he may not have been quite aware about what was taking place at the camps. He was not aware that the community of the resettled farmers was paying rates and charges to the Hwange Rural District Council in respect of the two safari camps at Woodlands Farm.

Despite his assertions that there was no need for him to involve the District and Provincial Committees to grant the plaintiff a lease to hire a hunting camp on portion of Woodlands Estate in extent 100 hectares he conceded that he was bound by the decision of the Provincial Committee. At its meeting held on 29 July, 2011 it resolved that Woodlands Farm was not going to be allocated to any other beneficiary since it had already been allocated to the 118 A1 beneficiaries. The meeting was held following Muzamba's request for clarification from the provincial governor regarding the plaintiff's lease agreement to hire a 100hectares hunting camp on portion of Woodlands Estate. It is difficult to understand why Mr Marandu persisted with granting the plaintiff a lease when the district and the province were against such allocation.

This court finds that Marandu was wrong in advising the plaintiff that land was available

at Woodlands Estate when he knew that 12 000 hectares at Woodlands Estate had already been allocated to the 118 A1 farmers. He was allocating a "Hunting Camp on Portion of Woodlands Estate in extent 100 hectares" which did not exist. His suggestion that the community of villagers was not allowed to utilize the two camps was palpably false because it was in fact common knowledge the community used to do so. Similarly his suggestion that there was a Ministry of Lands policy prohibiting the community from doing so is unacceptable as the alleged policy was not explained to them and they were not even made aware of it.

Marandu was not worth to be believed. He had become too big for his boots and believed that he was bigger than the District and Provincial Land Committees and was attempting to lease out land without their involvement. An individual may not grant onto himself the powers of such committees set up by government.

In conclusion this court holds that the plaintiff has dismally failed to prove his case on a balance of probability and his claim is hereby dismissed with costs.

Messrs Dube-Banda, Nzarayapenga & Partners, plaintiff's legal practitioners
Calderwood, Bryce-Hendrie & Partners, 1st and 2nd defendants' legal practitioners