CELESTINO CHENJERAI KANYEKANYE
versus
MEMORY KANYEKANYE
(Nee Sithole)

HIGH COURT OF ZIMBABWE
TAGU J
HARARE, 29 September, 1, 22, 25, 29 October,
19 November 2021 and 14 April 2022

**Civil Trial-Divorce**

*E Dzoro*, for plaintiff
*S Katsuwa*, for defendant

TAGU J: The plaintiff and the defendant were married in terms of the then Marriage Act [*Chapter 37*] now [*Chapter 5:11*] on 19th December 1999 at Mutare. During the subsistence of the marriage they were blessed with two children namely Natasha Shingai Kanyekanye now a major born on the 28th September 2000 and Tendai Kyle Kanyekanye born on the 24th of March 2009 still a minor. During the subsistence of the marriage the parties also acquired various movable and immovable properties. The following are the movable properties:

1. Lexus LS460 ABT 3797,
2. Toyota ADP 6914,
3. 2 Maroon lounge suits (games room), 2 coffee tables,
4. Black lounge suite, 3 coffee tables,
5. Dining room table, chairs and cabinet,
6. All kitchen utensils,
7. 2 Fridges, 2 deep freezers, microwave,
8. Stove, two plate stove with oven,
9. 3 televisions
10. Study desk and chair, computer, printer,
11. Guest bedroom bed and headboard, dressing table, coffee table stools,
12. Main bedroom bed, bedroom suite, blanket box, lounge furniture,
13. 2 x kids bedroom bed, headboard,
14. 2 x kids bedroom bathtubs,
15. Maid's bedroom bed and headboard,

16. White leather lounge suite, portable radio,
17. Dish washing machine,
18. Clothes Washing machine and dryer,
19. Several curtains.

The following are the immovable properties acquired by the parties during the subsistence of the marriage:

1. Stand 693 Quinnington Township of Lot 13 EA Quinnington, Borrowdale Harare.
2. No. 23 Kimmich Heights, 18 Fife Avenue, Harare.

The marriage relationship between the parties has now broken down irretrievably. On the 24th January 2020 the Plaintiff issued summons for divorce. Both parties agreed that the marriage relationship has irretrievably broken down to an extent that there are no prospects of restoration of a normal marriage. They also agreed on how the above movable properties should be distributed between themselves.

In their joint pre-trial conference minute the parties agreed that a decree of divorce be granted. That the non-custodial parent shall have reasonable access to the Minor child Tendai Kyle Kanyekanye on weekends from Friday 1600hrs to Sunday 1400hrs, and during school terms on the first two (2) weeks of each school holiday and on alternative public holidays. They agreed that both parties shall contribute equally towards paying School fees and Educational Requirements for the minor child Tendai Kyle Kanyekanye until the minor child attains 18 years or becomes self –supporting whichever occurs first.

This court is therefore being called upon to determine the following ancillary issues,

(i) Whether or not the Plaintiff should be awarded custody of the minor child Tendai Kyle Kanyekanye?
(ii) How much maintenance should the non-custodial parent pay for upkeep of the minor child Tendayi Kyle Kanyekanye?
(iii) Whether or not the Plaintiff should contribute towards the educational requirements and maintenance of the major child Natasha Shingai Kanyekanye who is abroad?
(iv) Whether or not the postnuptial agreement entered into between the parties is binding?
(v) Whether or not the Defendant should be awarded No. 23 Kimmich Heights, 18 Fife Avenue, and 50% of Stand 693 Quinnington Township of Lot 13 EA Quinnington, Borrowdale?
(vi) Whether or not the Defendant should be awarded the movable properties claimed by the Defendant?

Both parties filed closing submissions. The court in determining this case will take into account the closing submissions, the bundle of documents Exhibit "A" as well as the evidence led in court.

Tendai Kyle Kanyekanye is a boy child. As regards the first issue whether or not the Plaintiff should be awarded custody of the minor child Tendai Kyle Kanyekanye the Plaintiff in his examination in chief led evidence to the effect that the Defendant works in Shamva and is not available to monitor and supervise the minor child on a daily basis. He further led indisputable evidence that the minor child's school performance is deteriorating and the school teacher had several complaints about it. This piece of evidence was confirmed by the defendant who stated that she tried to assist the child in the best possible manner under the circumstances including talking to him on a mobile phone to monitor his homework. Defendant even admitted that she left the minor child with the maid who signed the minor child's homework diaries. She further admitted that she works in Shamwa. The witness called by the defendant Lovemore Tauzen also confirmed that Defendant is always away from Mondays to Fridays. In her testimony she admitted and corroborated the Plaintiff's evidence that at one time she left the now major child Natasha Shingai Kanyekanye a girl child with the Plaintiff when she was 9 years old, and Tendai Kyle kanyekanye was 1 year old while she was residing with her male boss and later took Tendai Kyle Kanyekanye to Mutare. Defendant generally put emphasis on her being awarded custody solely because she is the biological mother of the minor child. Defendant put importance on the fact that she gave birth to the child and the child needs motherly care and love. She did not advance evidence to show that the Plaintiff is not a suitable custodian.

In determining custody of a minor child the unequivocal principle that is applied is "the best interest of the minor child". In *Denhere* v *Denhere* SC 51/17 custody of the minor child was awarded to the father as it was deemed to be in the best interest of the child. See also *Hackim* v *Hackim* 1988 (2) ZLR 61.

Admittedly, the Defendant is the biological mother of Tendai Kyle Kanyekanye. It is trite that that alone is not the determining factor, but the best interest of the child. In *Saqidi* v *Muteswa* HH -249-20 the learned Judge Zhou J had this to say-

> "The approach urged here recognizes that parental roles do not reside in the biological make up of a person. The anatomical constitution of a person as a man or woman is an act of biology, of

> nature, yet, the gender roles pertaining to the roles of mother and father in bringing up a child are social constructs which must be challenged in the light of the changing dynamics of our society."

*In casu*, the Defendant works out of Harare while the Plaintiff works in Harare. The Defendant sought to mind the child's affairs through the telephone and delegate the duties to a maid. The negative consequences of this *status quo* was shown in the Plaintiff's evidence and confirmed by the Defendant as poor performance at school, general abandonment, lack of grooming from the teacher's comments and the solitude of the minor child who is deprived of the daily love and affection due to him from the daily interaction with an available parent. Arguably, if Defendant were to be awarded custody, during the week days the minor child would be deprived of parental attention from either of the parties. The Defendant would be in Shamwa. Over the weekend when the Defendant is available the child will be with the Plaintiff most of the time and the child would not see his mother as the Plaintiff would be the one with access as per the parties' agreement captured in the joint pre-trial conference minute. I foresee nothing wrong if the custody is awarded to the father. In *Tangirai* v *Tangirai* HC 30/2011 [ZWHHC65/2013] upon divorce the learned GUVAVA J (as she then was) awarded custody of four-year minor children to their father as the mother was a cross border trader and was not always available. The learned judge had the following to say:

> "The problem that arises when she is away will in my view continue to present itself because the children are day scholars and will need to attend school on a daily basis."

The scenario would be the same in the present case as the minor child is a day scholar who is minded by a maid.

This brings me to the issue of how much maintenance should be paid by the non-custodial parent. The Plaintiff led evidence to the effect that if he is granted custody US$50.00 would be sufficient per month as he is in a position to supplement. On the other hand the Defendant led evidence that US$2000. 00 is what is required for a then 12-year old boy outside of school fees at the time she filed her plea. It is common cause that both parents have the responsibility of maintaining a minor child. It was agreed at pre-Trial Conference that both parties would meet the school fees and school requirements of the minor child equally. In the case of *Mubaiwa* v *Chigwanda* HC 1249/2012 (2015) ZWHHC246 UCHENA J (as he then was) stated that:

> "The issue of the responsible person's means is an important consideration determining maintenance applications."

In the prevailing economic hardships I am of the view that if the non-custodial parent pays US$50.00 and the custodial parent played his/her role and contributed the other US$50.00 to the minor child's day to day upkeep totaling US$ 100.00 excluding school fees and school requirements would be very reasonable. A sum of US$2000.00 per month as maintenance for a minor child would be unreasonable. If the Defendant feels that US$2000.00 is reasonable, then as a parent who also have a responsibility to look after the minor child there would be nothing wrong if she is prepared to fork out an extra US$1900.00 and give it to the minor child per month.

As far as the parties' contribution towards the educational requirements and maintenance of the major child Natasha Shingai Kanyekanye who is abroad is concerned, the law is very clear that both parties must contribute until the child completes her educational requirements. However, each part would be required to do so according to each part's means. However, let me at this juncture state that while the Plaintiff is willing to contribute to Natasha Shingai Kanyekanye's educational requirements, there has been a discord as to how she finds her way where she is. Plaintiff wanted Natasha Shingai Kanyekanye to go to a University in South Africa. Plaintiff further led evidence on how Natasha Shingai Kanyekanye was sent to Cyprus by the Defendant with neither his consent nor knowledge. He only got to know of her where about later from the maid. He said he lost contact with her and broke down while on the witness stand. Plaintiff further explained that he did not approve of the Cyprus University as it ranked very low, lower than the University of Zimbabwe.

The Plaintiff led evidence which was confirmed by the Defendant that Natasha Shingai Kanyekanye subsequently left the Cyprus University and went to a university in Poland. The Plaintiff showed that the Vistula University that Natasha Shingai Kanyekanye was now attending in Poland is still ranked lower than the University of Zimbabwe and even lower than the Cyprus University Natasha had initially enrolled in. Plaintiff showed further that the Defendant was now seeking an order for him to fund what he termed the irresponsible lifestyle of their daughter who was hopping from one University to another and from one country to another, more so to worse universities and repeating academic years.

It was confirmed by both parties that Natasha Shingai Kanyekanye is now an adult and Defendant did not lead any evidence on her *locus standi* to claim maintenance on behalf of a major. Plaintiff is of the view that outside of the irresponsible conduct of Defendant as a parent of taking Natasha Shingai Kanyekanye outside the country without his consent as the father, fund her

escapades, and furthermore facilitating her going to low ranking universities, and the fact that Natasha Shingai Kanyekanye despite her being his daughter is mow a major who made her own and mother's decision without her father's knowledge and consent ought to put this matter to rest in favour of the Plaintiff. In the case of *Koumides* v *Koumides* HC 6886 ZWHHC114 (2010) MAVHANGIRA J (as she then was) held that the application by plaintiff (who was the mother of the child) for maintenance for a child who was a major at tertiary level was bad at law and it was dismissed.

In the present case Natasha Shingai Kanyekanye had always studied in Zimbabwe being funded by both parents. The Defendant decided clandestinely to take her to Cyprus without informing Plaintiff. To now ask Plaintiff to fund international tuition when local Universities could have served a better purpose academically would be unjust. To ask Plaintiff to sponsor such delinquency would be supporting the deplorable conduct by Defendant which conduct she continued to exhibit even during trial. In any event, at Pre-trial Conference Defendant confirmed she was able to pay Natasha Shingai Kanyekanye's university costs. Defendant set her bed so she must lie on it. In her initial plea the Defendant said she was prepared to pay Natasha Shingai Kanyekanye's fees knowing fully well that she had made a unilateral decision to send the major child abroad without the knowledge and consent of the plaintiff.

This brings me to the issue of whether or not the post naptual agreement entered into between the parties is binding or not. The Plaintiff maintains that it is binding while the Defendant said it is not binding.

Section 7(5) of the Matrimonial Causes Act [Chapter 5.13] states:

> "In granting a decree of divorce….an appropriate court may, **in accordance with a written agreement between the parties,** make an order with regard to the matters referred in paragraph (a) and (b) of subsection (1)." (My emphasis).

In the present case there were divorce proceedings case number HC 6917/18 that the Plaintiff instituted and subsequently withdrew. Prior to institution of the said proceedings parties herein had entered into their own agreement on proprietary distribution and signed the agreement on pp 27-31 of the bundle of documents.

At trial of this current matter the Defendant sought to claim that the agreement was entered into when she was sleepy and she had to go to work the following day. The excuse used by the Defendant was an attempt to evade the agreement. This is absurd to say the least as I will

demonstrate below. In essence the Defendant confirmed knowledge of the agreement in her testimony. In the same testimony she confirmed that she signed the agreement and endorsed on every page her initials. The Defendant did not lead any evidence to legally excuse herself from the agreement, "she just did not wish to be bound by it".

All the facts and evidence led by both Plaintiff and Defendant confirmed that there was and is an existing and valid written agreement between the parties. The Defendant in her actions, pleadings and testimony was actually confirming the agreement. The Defendant was in agreement with every content of the agreement except the distribution of some of the immovable property which clearly she decided to change her mind on. The court noted that the distribution of the movable property in Plaintiff's declaration was according to the terms of the agreement and the Defendant embraced it. The Defendant only added items that were omitted by the Plaintiff, which items she claimed in her initial Plea and her amended Plea. The parties proceeded to engage a lawyer and that was in accordance with her agreement on page 30 of the buddle of documents. Furthermore, in accordance with the agreement on the same page, the Defendant was actually given access to the Borrowdale property until November 2018. The only item that the Defendant is disputing is the distribution of the immovable property and it is clear that it was an afterthought. The Defendant did not allege any duress or undue influence upon signing the agreement other than saying she did so when she was sleepy.

The facts therefore, showed that there was acquiescence to the agreement and that proves the Defendant's state of mind when she signed the agreement and a long while after signing it. Defendant did not dispute certain facts in her evidence and these are confirmed by documentation produced before the court. On p 53 of the bundle of documents the Defendant sent to the Plaintiff a message asking when they would see a lawyer, an act which acquiesced the agreement which expressly stated that they were to engage a lawyer.

Let me hasten to say on p 51 of the bundle of documents the Defendant sent an Ecocash payment of US$250.00 to the Plaintiff after Plaintiff informed her that the deposit for the legal fees was US$500.00 and he did not have funds to pay her share. That payment of half of the deposit was acquiescence to the agreement and not evidence of a sleepy person. The Defendant attended the meeting with the lawyer Mr *Joshua Shekede* and stood by the agreement, which was confirmed by Mr *Joshua Shekede* in his testimony and that was acquiescence to the agreement. When the

lawyer Mr *Joshua Shekede* formed a WhatsApp group pp 35 to 51 of the bundle of documents to facilitate discussions on the issues to be presented before the court, the Defendant actively participated. The Defendant only raised issues on matters that were not in the agreement and that is to my view clear acquiescence to the agreement. The Defendant went on to furnish the lawyer with the description of her property on p 39 of the bundle of documents and that also is acquiescence to the agreement.

The law on acquiescence is a well beaten path home. If the parties conduct themselves in a manner that shows their approval and consent to an agreement and does not show their dispute, then they are said to have acquiesced to the agreement. In *Fleiner* v *Fleiner & Anor* HH 261/18 spouses that had divorced had a subsequent agreement on how to handle a property that they jointly owned, which property upon divorce remained jointly owned. The parties through emails to each other varied the order of the court on occupation and rentals and each followed through with the new arrangements. When first Respondent attempted to disassociate himself from the new agreement the court held that the conduct of first Respondent which conformed to the terms of the agreement amounted to acquiescence and he was bound by the new agreement.

Again in *Revesai* v *Windmill* HH -790-16[ZWHHC 2016/790] an applicant wrote an email relinquishing possession of his vehicle to his employee and in the application tried to walk it back. The court held that the applicant acquiesced to respondent possessing his vehicle. In *Hepner* v *Roodepoort-Maraisburg Town Council* 1962 (4) SA 771 (A) STEYN CJ said:

> "There is authority for the view that in the case of waiver by conduct, the conduct must leave no reasonable doubt as to the intention of surrendering the right in question."

*In casu*, Defendant by her conduct showed her intention to surrender her right to defend Plaintiff's divorce summons, particularly on proprietary distribution. To that extend the agreement entered between the parties is binding. See also *Laws* v *Rutherford* 1924 AD 261.

I will now deal with the most contentious issue whether or not the Defendant should be awarded No. 23 Kimmich Heights, 18 Fife Avenue, Harare and 50% of Stand 693 Quinnington Township of Lot 13 EA Qunnington, Borrowdale Harare. Both parties in their evidence in chief, and the closing submissions dealt with the laws dealing with the division, apportionment or distribution of assets of the spouses upon the dissolution of the marriage. Section 7 (1) (4) (a) to (g) of the Matrimonial Causes Act [*Chapter 5.13*] outlines the factors the court should consider in

the exercise of its discretion in order to achieve an equitable distribution of the matrimonial estate. See also *Hatendi* v *Hatendi* 2001 (2) ZLR 530; Ncube v Ncube 1993 (1) ZLR 39(S) at 40H-41 A, *Shenje* v *Shenje* 2001 (2) ZLR 160 at 163F; *Dzova* v *Dzova* HC 753/08. The *locus classicus* case of *Takafuma* v *Takafuma* 1994 (2) ZLR 103(S) sets out the manner in which assets of the spouses are distributed. The assets are grouped in baskets of "his" and "hers" and "theirs". It is the basket of theirs that is shared between the parties first, thereafter there has to be a reason guided by section 7 of the Matrimonial Causes Act for the court to take from his to hers or vise versa.

I will deal with Stand 693 Quinnington Township of Lot 13 EA Quinnington, Borrowdale Harare first. The undisputed facts are that before the parties separated they were staying as husband and wife in a rented house in Vinona Harare. The Plaintiff was the one paying rentals. He noted that the rentals were high and he had to save some money in order to move out of a rented house. Plaintiff saw an advertisement of a vacant stand which was being sold by one Bernard Mahara Mutangi, being Stand 693 Quinnington Township, Borrowdale Harare. Plaintiff was interested in the Stand and started purchasing it on or around 2008. He then finished purchasing the said Stand on the 23rd of August 2017. It is not in dispute that the Defendant contributed nothing to the purchase of the vacant Stand. In or around 2008 the Plaintiff put up a shell on the vacant Stand and the parties started staying in the shell or a skeleton structure with two rooms and no roof. Plaintiff led evidence to the effect that he put some iron sheets so that rain would not come in and some of the rooms did not have windows.

Plaintiff further led evidence to the effect that in September 2010 the Defendant left the Stand because she could not accept to stay any longer in a shell or skeleton structure that he had put up. It was his further evidence that late 2008 or early 2009 he started some improvements on the stand and Defendant did not contribute anything. He said at the time the Defendant left the stand about 5% of improvements had been put up. He testified to the effect that the Defendant only came back to the stand in April 2013 after the Plaintiff had completed building on the stand in Borrowdale Harare. He said four days after visiting the stand in 2013 the Defendant gave him a card on the Valentine's Day to say she had forgiven him for what she had done. The card was produced in court as an exhibit and the photographs of her standing inside and outside the house he had built were produced by consent. Four weeks later the Defendant moved back into the house on the Borrowdale Stand from where she had been staying with her employer and later from No.

23 Kimmich Heights, 18 Fife Avenue Harare which she had bought on her own while they were on separation. They then reconciled for a while but the Defendant finally moved out of the Borrowdale house and suggested that they formalize their divorce. It is important to note that the Plaintiff led evidence, produced receipts of the materials he bought for the construction of the Borrowdale house. According to his evidence the Defendant left the Stand when only 5% of the improvements had been done on the stand. The Plaintiff said the Defendant did not contribute anything at all to the construction of the house at number 693 Quinnington Township Borrowdale, because Defendant was not interested at all. In short he said the Defendant contributed nothing hence is not entitled to the 50% or any other percentage she is now claiming. It was his further evidence that when they were on separation from 2010 to 2013 each of them was dealing with each's finances as they pleased.

In her evidence in chief the Defendant said they acquired the Borrowdale stand when they were still staying together as husband and wife. According to her evidence the Borrowdale stand was just a vacant ground. She admitted that she did not contribute anything to the purchase of the Borrowdale stand but said she had to make sure there was food on the table and she was paying the maid. As regards the construction of the Borrowdale house it was her evidence that in or about 2007 they went to China to buy items like suits which she was selling and contributed financially. She said she was claiming 50% share of the Borrowdale House. During cross examination she was asked as to what she did by way of contributions to the construction of the house and she maintained that she contributed by selling suits. Asked as to how much she contributed her response was she could not tell. The following exchange further took place between her and the Plaintiff's counsel:

Q- Have you produced a single receipt?

A- I did not produce any because I did not think it would be required.

Q- How did you receive your salary?

A- It goes straight into my account.

Q- Have you produced a single RTGS you made to Plaintiff?

A- I did not produce any.

Q- Have you produced your bank statement showing payments to Plaintiff?

A- I did not.

Q- Have you produced even a single withdrawal slip from your account that tallies with any payment to Plaintiff?

A- I did not
Q- Confirm Plaintiff did greater part of the construction?
A- I confirm
Q- Confirm in your 1st plea you were claiming 30%?
A- My lawyer said so.
Q- Confirm you now ask for 50% of the Borrowdale property?
A- Yes.
Q- And you want to retain 100% of 23 Kimmich Heights?
A- Correct.

The Defendant confirmed that the title Deeds to the stand are in the names of the Plaintiff but argued that the mere fact that the agreement of sale and the title deed is in the name of the Plaintiff is not a bar to transfer being effected to her.

I now deal with the issue whether or not the Defendant should be awarded No. 23 Kimmich Heights, 18 Fife Avenue Harare as her sole and exclusive share.

The evidence led by the Plaintiff in respect of No. 23 Kimmich Heights, 18 Fife Avenue is straight forward. It was his evidence that he came to know of this property in 2013 after they briefly reconciled and when Mr. Joshua Shekede asked them to disclose the properties they had at a time the initial agreement on how the distribution of the property was to be done upon divorce was drafted. He submitted that before separation the Defendant must have been saving her money since she managed to deposit for this stand in a space of one and half months. According to him the Defendant used to use her money as she pleased and did not tell him about the purchase of the stand in issue. He said he later leant that the Defendant entered into a 10-year mortgage bond secretly in respect of the stand. He produced the agreement of sale entered into between the Defendant and one Shillah Tatenda Machiri which is on p 120 of the bundle of documents and her Title Deed which is on page 15 respectively. So according to him he owned the Borrowdale property while the Defendant owned the property at No 18 Fife Avenue, Harare. So, the Defendant bought this property using her own means. Asked if he is not willing to share the said property the Plaintiff categorically refused and said each party must take is own property. In short, he is prepared to let the Defendant be awarded No. 23 Kimmich Heights, 18 Fife Avenue as her exclusive share despite that he used to visit this property here and there.

On the other hand the Defendant led evidence to the effect that she acquired the property at No. 23 Kimmich Heights personally when the Plaintiff chased her from the Borrowdale house. She confirmed the agreement of sale, the Title Deed and the fact that she personally paid the

mortgage bond in respect of the said property. She maintained that she wants to retain 100% share of No. 23 Kimmich Heights and 50% of the Borrowdale house because she played a party in its construction.

What the evidence has shown is that two professionals succeeded in their careers but failed in their marriage. Both agreed that the marriage has irretrievably broken down. That each part had separate estate which they handled as they pleased at the exclusion of other. The evidence has further shown that it is in the best interest of the minor child Tendai Kyle Kanyekanye if custody is awarded to the Plaintiff and Defendant pays maintenance. The court further noted that it would not be fair for the Plaintiff to be ordered to pay for the educational requirements and maintenance of the major child Natasha Shingai Kanyekanye who is abroad. As to the distribution of the immovable properties, each must maintain their separate properties. In distributing the matrimonial properties the court relied heavily on the formula in the case of *Takafuma* v *Takafuma* supra, and the provisions of s 7 of the Matrimonial Causes Act. Having noted that each party acquired the immovable properties separately from the other, and only about 5% of improvements had been made on the Borrowdale property before parties separated, the court found it unjust to take from "his" and give to "hers" and *vice versa* in terms of s 7 of the Matrimonial Causes Act. If at all the Defendant had contributed on the 5% improvement, (which is doubtful) she benefited in acquiring the property at No. 23 Kimmich Heights. As to the sharing of movable properties the parties had agreed as to how the properties be shared. The Plaintiff had awarded most of the items to the Defendant in his declaration and the Defendant other than adding extra items that had been left out by the Plaintiff, is in agreement with the manner of distribution. In fact, the Defendant acquired the lion's share of the movable properties as compared to what the Plaintiff acquired. In the result-
IT IS ORDERED THAT:

1. A decree of divorce be and is hereby granted.
2. The Plaintiff be and is hereby awarded custody of Tendai Kyle Kanyekanye born on the 24th March 2009, and that Defendant be and is hereby awarded reasonable access to the said child from Friday 1600hrs to Sunday 1400hrs, and during school terms on the first two (2) weeks of each school holiday and on alternative public Holidays and both parties shall contribute equally towards paying school fees and educational requirements for the minor child until the child attains 18 years or is self-supporting whichever occurs first.

3. The Defendant is hereby ordered to pay maintenance of Tendai Kyle Kanyekanye to the tune of US$50.00 per month until the child attains the age of 18 years or is self- supporting whichever occurs first.
4. The Defendant be and is hereby ordered to continue paying educational requirements and maintenance of the major child Natasha Shingai Kanyekanye born on the 28th September 2000 who is abroad as she had been doing.
5. The Plaintiff is awarded the following movable assets as per the parties' agreement-

(i) Maroon lounge suit, coffee table,
(ii) Black lounge suit coffee table,
(iii) Fridge, deep freezer, microwave,
(iv) Maroon lounge suit (games room), television
(v) Study desk, chair, Computer.

6. The Defendant is awarded the following movable assets-

(i) Lexus LS460 ABT 3797,
(ii) Toyota ADP 6914,
(iii) Dining room table, chairs and cabinet,
(iv) Fridge, deep freezer, microwave,
(v) Study computer, coffee table, printer,
(vi) Guest bedroom bed and headboard, dressing table, coffee table stools,
(vii) Main bedroom bed, bedroom suit, blanket box, lounge furniture, television,
(viii) 2x kids bedroom bed, headboard,
(ix) 2x kids bedroom bathtubs,
(x) Maid's bedroom bed and headboard,
(xi) White leather lounge suite, portable radio and 2x coffee tables,
(xii) All kitchen utensils,
(xiii) Dish washing machine, clothes washing machine and dryer,
(xiv) Two plate stove with oven;
(xv) Some curtains.

7. The Plaintiff be and is hereby awarded 100% share of Stand 693 Quinnington Township of Lot 13 EA Quinnington, Borrowdale, Harare as his exclusive property.

8. The Defendant be and is hereby awarded number 23 Kimmich Heights as her sole and exclusive property.
9. Each party to bear its own costs.

*Dzoro & Partners*, plaintiff's legal practitioners
*J Mambara & Partners*, defendant's legal practitioners