

**THE HIGH COURT OF SWAZILAND**

HELD AT MBABANE

Civil Case No. 1604/2008

In the matter between

PINKY LINDIWE NYEMBE

Plaintiff

Vs

SIBUSISO DUMSANI BOY BOY NYEMBE

Defendant

Coram: Banda, CJ

For the Plaintiff: Mr. B.W. Magagula

For the Defendant: Mr. A.M. Lukhele

JUDGMENT 11  
December, 2008

[1] The plaintiff has instituted proceedings for divorce in which she seeks a decree of divorce on the grounds of alleged adultery and malicious desertion. The plaintiff also seeks the custody of their minor son Bebeto. The plaintiff further prays that the defendant should be deprived of his proprietary benefits arising from the marriage in community of property on the basis that it was the defendant who caused the marriage to break down.

[2] The defendant has counterclaimed against the plaintiff for an order for the restoration of conjugal rights failing which a final

order of decree of divorce. The defendant has alleged that the plaintiff has maliciously deserted the marital home and that she has committed unlawful acts against the defendant. The defendant has also prayed for an order of forfeiture of benefits against the plaintiff.

[3] The plaintiff Pinky Lindiwe Nyembe nee Mango is a Swazi National residing at Makholokholo in the District of Hhohho. The defendant is Sibusiso Dumsani Boy Boy Nyembe who is also a Swazi National and carries on business under the style of Bebeto Investments (Pty) Limited at the Old Trade Fair premises in the district of Manzini.

[4] The plaintiff and the defendant were married in community of property on 23<sup>rd</sup> June 1995. After the marriage the parties lived together at different places starting at Mobeni and then briefly at Mangwaneni before they moved to Sidwashini South. Later on they moved to their marital home at Makholokholo. I am satisfied that the parties are Swazi Nationals and are resident in the Kingdom. In the result I find that this court has jurisdiction to hear the application for divorce. I am further satisfied that there is no collusion between the parties in instituting these proceedings for divorce.

[5] There is one child of the marriage called Bebeto Nyembe. He is 13 years old and he goes to school and stays with the plaintiff at Saint Marks Lodge No. 708 extension 4, Mbabane.

[6] It is the evidence of the plaintiff that she lived together with the defendant until May 2007. She stated that the defendant was very abusive to her and that it was physical abuse. He

constantly assaulted her and was committing adultery with many women. She stated that she came to know about one woman by the name of Mamia Dlamini. She told the court that she came to know about this woman after a child was born. She stated that the defendant started having adulterous relationships with women sometime in 2002. She said that she asked the defendant about it but he would always deny it. She stated that in 2005 she heard that Mamia had a child and that the defendant was the father of the child. She said that she asked the defendant who denied any knowledge about it. The plaintiff then decided that it was time to seek the intervention of their parents and she reported the matter to the defendant's mother. The parents met to try and resolve the differences that had arisen in the parties' marriage. It was plaintiffs and defendant's mothers who were involved in the attempts to resolve the problem. It was the evidence of the plaintiff that during the meeting with their parents the defendant admitted his adulterous behaviour with Mamia but denied the paternity of the child. The plaintiff said that the parents warned the defendant to stop having such adulterous associations.

[7] In August 2006 the plaintiff stated that she heard that Mamia was pregnant with a second child and that the defendant was again the father of the child. She asked the defendant who again denied and refused to answer the plaintiff's questions on the matter. The defendant allegedly told the plaintiff to go to her informants to give her more details about the story. The plaintiff said that she only asked the defendant when she saw Mamia carrying a baby and that she asked the defendant on the same day. The plaintiff said that because the defendant was not cooperating with her she decided that she had seen enough of

the defendant's misbehaviour and referred the matter to Mr. Henwood, an Attorney.

[8] The plaintiff stated that the abuse had started when they were staying at Sidwashini with plaintiff's sister's child called Thabiso. She said that the defendant would use his hands to assault her and that anytime he became emotional he would assault her. She said she could not remember the number of times the defendant assaulted her but it was frequent. She recalled incidents in 2001 when it was so bad that she would call on Thabiso for help. Thabiso testified to the many incidents when he was called to intervene and help the plaintiff. Thabiso said he would often hear screams coming from the plaintiff's bedroom where she would be with defendant. Thabiso further testified that the defendant told him to stop coming to intervene in their quarrels.

[9] The plaintiff further remembers another incident of violence which the defendant perpetrated against her. She vividly remembers this particular incident because she was with a friend by the name of Albertina Ndwandwe who worked for the Standard Bank and was taking her home at Zone 4, Mbabane. The plaintiff remembered that at that particular point the defendant had moved out of the marital home at Makholokhoolo Plot 3. They had moved from the Sidwashini home in 2004. She also remembered that the defendant had moved from the marital home after she had approached Mr. Henwood. Her attempts to reach an out of court settlement was made and failed but it was agreed that the defendant should move out of the marital home because it was becoming increasingly unsafe for the plaintiff following the defendant's violent behaviour

towards the plaintiff.

[10] It was on 11<sup>th</sup> April 2007 when the defendant called the plaintiff wanting to speak to her. She told him that it was not possible that day to talk to her as she was taking Albetina home and that she would get home late and it would not be possible to talk to him as he wanted. As she was still at Zone 4 the defendant came and found the plaintiff in her car with Albetina. The defendant entered the plaintiffs car whereupon Albetina left. The defendant sat on the passenger seat of the plaintiffs car in front and told the plaintiff that he wanted to apologise to her for what he had done and that he wanted them to get together.

[11] The plaintiff asked the defendant about the child with Mamia. She said that the defendant denied at first but she told him that she would divorce him because of his violent behaviour and his adulterous conduct through which two children had been born with Mamia. It is the evidence of the plaintiff that the defendant admitted being the father of Mamia's second child and that he started to apologise to her for being unfaithful to her and for the abusive behaviour. The plaintiff said that she told the defendant that she would not go back to him and that she would proceed with her divorce action. She said that they then started to talk about payments of instalments on the loan they had with the Building Society. An argument ensued when the defendant refused to give to the plaintiff a sum of E5 000.00 which had been agreed would be paid to her so that she could recoup the payment she had made on the bond for the Makholokholo property. The defendant told

the plaintiff that she should be paying the instalments on her own because it was she who was staying in the house. When the plaintiff reminded the defendant that he had taken all the business transactions from her on Beбето Investments and that she could not make the instalments, the defendant started to assault the plaintiff by pushing her head against the steering wheel. The plaintiff said that she passed out and only became conscious when she woke up at the hospital. Dr. J.O. Peleowo treated the plaintiff when she was in hospital. The doctor said that the plaintiff suffered serious injuries. The doctor said that the swelling she found on the plaintiff's eyes had not been caused by crying and the doctor described the swelling as "blue".

- [12] The plaintiff described an incident in 2006 when the defendant disappeared from the marital home for two weeks. The plaintiff was so worried that she reported the matter to the police for help. It later transpired that the defendant had gone to Durban in the company of two women, Clara and Thambise and one man. It would appear that the defendant told the plaintiff that he had taken the two women to Durban to help them buy cars. The plaintiff said the defendant apologised to her again. There was another incident which happened on 14<sup>th</sup> January and this was soon after the defendant had just returned from Durban. The plaintiff was preparing to go to a wedding of the defendant's friend. The defendant insisted he wanted to drive the car and when the plaintiff refused to give the ignition keys he assaulted her. From the wedding the defendant disappeared again from 14<sup>th</sup> January to 18<sup>th</sup>

January 2006. The defendant once again apologised to the plaintiff.

[13] From this evidence there can be no doubt that the marriage in this application was one which was characterised by violent abuse and infidelity. The plaintiff endured a marriage of abuse and unfaithfulness which lasted about five years. The plaintiff finally moved out of the marital home at Makholokholo on 6<sup>th</sup> June 2007 and went to rent a house at Plot 708 Ex. 4 where she now lives with her son Bebeto.

[14] The plaintiff's brother's son by the name of Sandile was the person who looked after the house at Makholokholo. One day Sandile phoned to tell her that the defendant had been to the house and had demanded that Sandile should vacate the house. The plaintiff later learnt that the defendant had sold the house and that the transfer had already been effected to Mr. Richard Dlamini. The house was sold at a price of E550 000.00. The plaintiff did not consent to the sale and the defendant had fraudulently managed to have the Deed of Sale signed by a woman who was not the plaintiff. She said that the house was sold at a price which was below the market value. She stated that the correct market value was E800 000.00.

[15] The plaintiff said they have another property at Sidwashini at Plot No. 54/72 Sidwashini South. The property is registered in the defendant's name. This property was financed through a loan initially taken from Standard Bank and has now been transferred to Swazi Bank where the

plaintiff works. This is a three bedroom house with a sitting room and dinning room with a double garage. The plaintiff has 12 flats at Nkoyoyo. They are built on Swazi National Land and are all let to tuiiiMiu at a rental of E2 500.00 per month. The parties raised money from a small business in which they used to buy and sell leather jackets. The plaintiff said that this business was reasonably successful to the extent that they were able to use part of the money to pay deposits on the plots at Thembelihle. They opened a joint account at Standard Bank where they would deposit sales from the business. They also used part of the money from this business to start developing the property at Makhokholo. It was the evidence of the plaintiff that the defendant wanted to develop the plots at Thembelihle but she told him that they did not have the financial capacity to undertake such a project. The plaintiff stated that the initial intention was that one plot at Thembelihle would be sold so that the proceeds of sale would be used to settle the loan with the Building Society and also the loan incurred in order to purchase the I & M tyres and that any profit realised would be used to build their house on the second plot at Thembelihle. The plaintiff stated that the defendant had refused to sell the plot at Thembelihle which had been valued at E1 200 000.00 and for which the plaintiff had already found a buyer at the Central Bank.

[16] In October 2006, the defendant approached the plaintiff with a proposal to buy a tyre business from a Mr. Mabuza in Manzini. The business was known as I & M Tyres. The plaintiff told the defendant that they were over committed and would not be able to finance such a project. They eventually agreed to buy the business through loans which

they received from a Mr. Gil Belarno. The plaintiff stated that at that time their marriage had started having problems.

[17] The plaintiff has said that the defendant should forfeit his proprietary benefits from the joint estate because he had been abusive to her and that he had committed adultery which was responsible for the break up of their marriage. The plaintiff has also stated that the defendant should lose his benefits because of his failure to carefully look after the properties. It is her contention that the defendant acted irresponsibly by not consulting her when he sold the one Thembelihle plot which would have enabled them to settle the debts which they had; that he had also acted irresponsibly when he sold the Makholokholo house without her consent and at a price which was below the market value. It is interesting to note that even Mr. Richard Dlamini who bought the house agreed that he bought the Makholokholo property because of the low price which was offered because he knew that it had been valued at E780 000.00.

[18] The plaintiff further stated that the defendant had acted irresponsibly when he decided to hand back the business of I & M Tyres to Mr. Mabuza. She has prayed that this court should reverse the sale of the Makholokholo house; that the Sidwashini Property should be placed on trust for the benefit of Bebeto their son and that for the flats at Nkoyoyo an estate agent should be appointed to collect the rentals which must be used for the maintenance and education of Bebeto. The defendant collects the rentals

from the flats but does not account for them to the plaintiff.

[19] The plaintiff has denied deserting the marital home. She said she left the marital home because of the defendant's conduct of abusive behaviour and his adulterous relationships. She has denied committing any unlawful acts against the defendant.

[20] The defendant has counterclaimed against the plaintiff and has alleged that she committed unlawful acts against the defendant in the following manner:-

- (i) She had abused the defendant verbally;
- (ii) She had shown no respect to the defendant;
- (iii) On several occasions between 2005 and 2007 locked the defendant out of the marital home;
- (iv) In 2004 the plaintiff deserted the marital home;
- (v) Indicated to the defendant that she wished to terminate the marriage relationship;

The defendant has, therefore, prayed for the restoration of conjugal rights failing which a final decree of divorce should be granted. The defendant has further prayed that the plaintiff should forfeit her benefits of the marriage and that custody of their minor child should be granted to him.

The defendant has stated that his marriage relationship with plaintiff was good until 2002 when they started having misunderstandings. He said the misunderstandings started because of money. He remembered that the plaintiff had

accused him of committing adultery with Mamia. He stated that in the business he was running, the majority of his customers were women. He also remembered that the plaintiff had accused him of having a child with Mamia and that he had told the plaintiff to bring all the evidence she had. He said that the plaintiff did not bring any evidence. He denied having a child with Mamia. He agreed that there had been discussions between the families concerning their marital problems but they had continued to lead normal lives. He agreed he was not living together with the plaintiff as they had separated in March 2007. He remembered the plaintiff asking him about the second child of Mamia and that after two days he received divorce papers. He said that he had never admitted committing adultery with any woman.

The defendant agreed that he met the plaintiff in her car and that he had wanted to speak to her about their problems. He said that strong words were exchanged and they started to fight. He agreed that he had pushed the plaintiff's forehead against the steering wheel and that afterwards he noticed that the plaintiff was becoming weak and he decided to take her to hospital where she was examined by a doctor. He said he felt bad about that incident and he remembered a doctor calling him to the corridor and advised him that what he had done was not the correct way of solving problems. He stated that he still loved his wife and that he does not see that there are any grounds for divorce and that if a chance is given to talk over matters they can carry on with their lives. He said he had no objection to custody being granted to the plaintiff because she had the means to look after their son. He was not working and that his businesses were not running.

The grounds of divorce which the plaintiff has pleaded are adultery and malicious desertion. The law of divorce continues to be based on guilt and not on marriage breakdown. Irretrievable breakdown of marriage is not a ground of divorce in this jurisdiction although it is in other jurisdictions. Adultery and malicious desertion are breaches of the fundamental obligations of a marriage relationship. It has been stated that while there is a social interest in the preservation of the marriage there is also a social interest which states that it is not right to insist on the continuance of a marriage which has hopelessly broken down. In the case of *WILKINSON V WILKINSON* which is a case on condonation and which was cited and applied in the case of *POTGIETER V POTGIETER* 1970(3) SA 289 at 273 where Lord Birkenhead LC is quoted as saying as follows :-

*"....To these four considerations I would add a fifth of a more general character which must, indeed, be regarded as of primary importance namely the interest of the community at large, to be judged by maintaining a true balance between respect for the binding sanctity of marriage and the social considerations which make it contrary to public policy to insist on the maintenance of a union which has utterly broken down".*

[24] Divorce may only be granted in our jurisdiction on the recognised grounds and courts will refuse to grant a decree of divorce where there has been collusion between the parties in instituting proceedings for divorce.

[25] Adultery is defined as a voluntary sexual intercourse

between a spouse and a person other than the offender's husband or wife. It has been held that a rape committed by a husband on a woman other than his wife is adultery: See South African Law of Husband and wife by H.R. Hahlo 4<sup>th</sup> Edition at page 367.

[26] Malicious desertion is a ground of divorce at common law where a spouse deserts the other spouse out of malice. Malicious desertion has two elements:-

(1) The factum of desertion - there must have been a conduct of the defendant amounting to desertion of the plaintiff or some other serious breach of the conjugal obligations and

(2) Animus deserendi - the defendant must have acted without good cause, and with fixed and settled intention to bring about the marriage relationship to an end.

For the purposes of this case it will only be necessary to consider whether on the evidence by both parties there was evidence of actual or physical desertion or whether the evidence proves constructive desertion.

The declaration in action for divorce must contain sufficient and specific particulars as to time and place to enable the defendant to properly prepare a defence. The law demands the clearest evidence of the commission of adultery. This, of course, does not mean that the allegation of adultery must be proved beyond a reasonable doubt. The standard of proof required in divorce proceedings is the standard required in civil matters of preponderance of probabilities. There must be sufficient proof to

carry conviction to a reasonable mind. In the case of GATES v GATES 1939 AD 150 Watermeyer J stated the principle as follows:-

*"Where there are two stories mutually destructive, before the onus is discharged and before judgment can be given for the plaintiff, the court must be satisfied that sufficient reliance can be placed on the plaintiff's version for there to exist a strong probability it is the one not necessarily in its entirety, but true in the main and in its essential features."*

And in the case of CARROL v CARROL 1947(4) SA 37 at 45 Henochsberg AJ stated as follows:-

*"In the result the proof required to establish an allegation of adultery does not differ from the standard in ordinary civil cases but reasonable mind will not for the reasons given by Watermeyer JA be so easily convinced. The probability against immoral conduct is one that must be taken into account before coming to a decision."*

But adultery may be proved by circumstantial evidence. It must be rare, indeed, when a guilty party can be found in the act of adultery *delicto flagrante*. Adultery is an indulgence which is always committed in private. In the case of KLEINWORT 1927 AD 123 at 124 Innes CJ said:-

*"The parties may be found in such a compromising position that any reasonable mind would draw the inference that adultery had been committed. Or opportunity may be sufficient, coupled with such other factors as the evidence*

*of guilty attachment or of mutual passion of such a nature as to satisfy a reasonable mind that they had taken advantage of the opportunity of indulging their passion."*

Again in the case of THOMSON v THOMSON 1949(1) SA 445 at 456 Greenberg JA said:-

*"In pleading the commission of adultery, it is necessary to give these particulars, but that is only in order that the other party should not be embarrassed in answering the allegations. That is a requirement which does not apply to the drawing of the inference. The fact that adultery, at whatever time or place, and with whomsoever it be, has been committed is the factum probandum .... It follows therefore that if an inference of adultery can be drawn it is a sufficient answer to the appellant's claim, even if the inference is not allocated to any of the particulars pleaded. That the court will act on proof whether by inference or otherwise of adultery without proof of the time, when or place where or person with whom it was committed appears from what was said in AINSBURY v AINSBURY 1929 AD 109 at 119, 120 and also from the fact that adultery may be proved by confession which does not contain these particulars."*

The plaintiff produced evidence of medical record which showed that a child was born to a woman by the name of Mamia. The father of the child was shown as Sibusiso Boy Boy Nyembe. It was also the evidence of the plaintiff that the defendant had confessed to not only of carrying on an adulterous affair with Mamia but also that he had admitted fathering the second child of Mamia. The defendant wrote a letter to the plaintiff

apologising to the plaintiff and asking for forgiveness. The defendant on his own evidence admitted that he had the opportunity to commit adultery when he said that the majority of customers at his business were women.

[28] I have considered the evidence which the plaintiff has adduced in this case. I observed the manner in which she gave her evidence and I found that she gave it in a very dispassionate manner and difficult although it must have been it was given without any emotion or anger. I sensed that the decision to apply for divorce was a difficult one for her but it was the only course to take in the circumstances. I found her to be a truthful witness and I find that the defendant had admitted that he had committed adultery with Mamia and that he was the father of one child of Mamia. And in addition there is the hospital register of birth which shows that one child born to Mamia was fathered by the defendant. I find that the plaintiffs version of the story is the more probable one on which I can put sufficient reliance as it is supported by the medical register and therefore a strong probability must exist that the defendant committed adultery with Mamia. I find therefore that the plaintiff has proved the allegation of adultery. There is no evidence of malicious desertion and there was no evidence which was led to prove that allegation. The defendant left the marital home pursuant to the agreement which was made between the parties through their attorneys.

[29] I have also considered the counterclaim made in this case. I have found no evidence which was adduced to support the allegations which the defendant had made in his counterclaim. There is no evidence to support the allegation of malicious

desertion nor is there any evidence to prove the alleged unlawful acts. As I have already found separation was in accordance with the agreement which was made between the parties through their attorneys.

[30] The parties as already observed were married in community of property. Both parties agreed in their evidence that marriage in community of property means that they should work jointly together. They acquired properties during their marriage. They had the Makholokholo property which was their marital home. The defendant sold that property without the knowledge or consent of the plaintiff. What is even more disappointing is that the property was sold at a price which was below the market value. Indeed Mr. Richard Dlamini who bought the property stated that he decided to buy the property because the price offered was low as he knew that the property had been valued at E780 000.00 very close to the amount of E800 000.00 which the plaintiff had given as its proper value. It is significant to note that the defendant sold the Makholokholo property soon after he had been served with the divorce papers.

[31] The defendant also decided unilaterally to hand back the I & M Tyres business which they had bought from Mr. Mabuza. It is curious to note that although the defendant said that the business was profitable he nevertheless decided to hand it back. This was a business which had assisted them provide funds which helped them to start to develop the Makholokholo property. He handed over the Tyre business at the time when they had not fully paid for it. The defendant decided again unilaterally to give back to E.B. Investments one plot at Thembelihle. It was the intention of the parties that one of the

two plots at Thembelihle would be sold and would use the proceeds of sale to pay off the loan which they had accumulated at the Building Society so that the Makholokholo property could be free of bond. The plaintiff had also hoped that they could use part of the proceeds from Thembelihle plot to pay off the loans which they had obtained to buy the I & M Tyres business. It is also important to observe that the plot at Thembelihle was handed over when the plaintiff had already found a person who was ready to buy the property. The plot had been valued at E1 200 000.00 which would have given them sufficient funds to help them pay off their pressing debts.

[32] The parties still have the properties at Sidwashini South and the 12 flats which are situated at Nkoyoyo. The Sidwashini property is let out to a tenant at monthly rental of E2 500 per month. The plaintiff said that the rentals from the Sidwashini property is used to pay for school fees of Bebeto and his maintenance. The plaintiff has told the court that the defendant does not contribute to the maintenance and education of Bebeto. He does not show interest in the welfare and education of Bebeto; he is not interested to find out the progress the son is making at school. Bebeto now plays soccer presumably taking after the defendant who was himself once a soccer star. One would have expected the defendant to show some interest to his son's soccer pursuits. The only reason the defendant has given for this indifference is that he does not want to be embarrassed when his son asks for help which he would not be able to meet. I do not accept this explanation by the defendant. The defendant runs a four tonne truck and he receives rentals from the 12 flats. There is evidence to show that he is doing some construction work. There is evidence to show that he did some construction

work for Mr. Dlamini who buys and sells property. He has managed to reduce the amount owing on the plot at Thembelihle where he is now residing.

[33] The defendant said that he dissipated the assets of the joint estate because, as administrator of the joint estate, he had the marital power to do what he did because he is the head of the family. It is my considered view that the manner in which the defendant exercised his marital power was not in the best interest of the joint estate. The defendant did not say how he used the proceeds of sale from Makholokholo house. In exercising that power the defendant was driven by greed and self interest and it is clear to me that he had decided to dissipate the joint estate in contemplation of a possible order that might be made against him in these proceedings. I can find no other reason.

[34] In view of my findings in this application for divorce and counterclaim I come to the conclusion that the plaintiffs application for divorce succeeds with costs. The defendant's counterclaim fails and it is dismissed.

[35] The defendant acted irresponsibly in the way he dealt with the joint estate. He did not want to consult or listen to the views of the plaintiff in the manner in which the joint estate was administered. The plaintiff has prayed for an order of forfeiture and I can find no sufficient cause why I should not grant that order. In the case of HARRIS V HARRIS 1949(1) SA 254 AT 264 it is stated^

*"Under Section 2 of the Act no forfeiture of benefits*

*may be ordered, whereas under common law governing a divorce for misconduct forfeiture of benefits automatically follows if claimed by the plaintiff See also the case of MURISON V MURISON 1930 AD 157."*

And in the case of BHENGU VS BHENGU 1949(4) SA 22 Broome J stated as follows:-

*"This court in common with other Provisional Divisions, grants orders of forfeiture of benefits almost daily, without any enquiry into the existence of any specific benefits. Indeed, in a large proportion of cases it is obvious from the circumstances of the parties that there are no such benefits. Yet if such an order is claimed, the court grants it without question, at any rate since the case of MURISON VS MURISON 1930 AD 157 which held that there was "no discretion in the court to withhold an order of forfeiture if the injured spouse demands it". Such orders are almost always general, that is to say in the nature of a declaration, and not related to any specific benefit."*

See also the case of OPPERMAN V OPPERMAN 1962(1) 456.

[36] In the result I grant the order that the defendant be denied the benefits of his proprietary interests in the remaining joint estate.

[37] Accordingly I grant a decree of divorce to the plaintiff with costs.

[38] Custody of the minor child Bebeto is granted to the plaintiff.

I am satisfied that the defendant can contribute to the maintenance of Bebeto. As I have already found, the defendant is engaged in some gainful employment otherwise he would not have been able to reduce the arrears which were outstanding on one of the plots at Thembelihle. There is also evidence that he is engaged in construction work. The maintenance of a child of the marriage is a joint responsibility for both parents. School fees are E3 000.00 a term and the plaintiff said that she spends E1 000.00 for upkeep of Bebeto per month. Bebeto is his son and he cannot shirk the maintenance responsibility to the plaintiff alone. I order that defendant contributes E1 500.00 of the school fees every term. The plaintiff prayed that defendant should contribute to the cost of maintaining Bebeto which amounts to E3 500. No evidence was called to support that amount. Evidence was given to support the extra requirements for Bebeto who now plays soccer at school. There is need for him to have the necessary equipment like soccer boots, socks and uniforms. I order that defendant shall contribute to the monthly upkeep of Bebeto in the sum of E1 000.00

**R.A. BANDA**  
**CHIEF JUSTICE**