IN THE SUPREME COURT OF ZAMBIA **Appeal No. 60/2013**
HOLDEN AT KABWE **SCZ/8/39/2013**

(Civil Jurisdiction)

BETWEEN:

CLEVER SIAME MPOHA **1st Appellant**
ESTHER CHANDA MPOHA **2nd Appellant**

AND

STANBIC BANK ZAMBIA LIMITED **Respondent**

Coram: Chibomba, Hamaundu, and Kaoma, JJS.

On 15th April, 2015 and on 6th July, 2016.

For the Appellant: Mr. R. A. Musukwa of AMC Legal Practitioners.

For the Respondent: Mr. S. Mwananshiku of MM Associates.

JUDGMENT

Chibomba JS, delivered the Judgment of the Court.

Cases referred to:

1. **The Minister of Home Affairs and The Attorney General vs Lee Habasonda suing on his own behalf and on behalf of The Southern African Centre for the Constructive Resolution of Disputes (2007) Z.R. 207**
2. **City and Westminister Properties (1934) Limited vs Mudd (1958) 2 ALL ER 733**
3. **J. Evans & Sons (Portsmouth) Limited vs Andrea Merzario Ltd (1976) 1 W.L.R. 1078**

4. **Holmes Limited vs Build Well Construction Company Limited (1973) Z.R. 97**
5. **Premesh Bhai Megan Patel vs Rephidim Institute Limited (2011) Z.R. (Vol.1) 134**
6. **De Lassalle vs Guildford (1901) 2 K.B. 215**
7. **Beckett vs Nurse (1947) 1 K.B. 535**

Legislation referred to:-

1. **The Judgments Act, Chapter 81 of the Laws of Zambia**
2. **The High Court Rules, Chapter 27 of the Laws of Zambia**

Other Authorities referred to:-

1. **Halsbury's Laws of England Vol. 9, 4th Edition**

The Appellants appeal against the Judgment of the High Court in which judgment in the sum of K549,343,576.33 was entered in favour of the Respondent plus contractual interest from 25th June, 2012 to Judgment date and thereafter, in accordance with the **Judgments Act, Chapter 81 of the Laws of Zambia** and costs. The court below also ordered the judgment sum plus interest to be paid within 120 days and in default thereof, the Appellants were to deliver vacant possession of the mortgaged property to the Respondent. He also granted to the Respondent liberty to foreclose, take possession and sale the secured property.

The facts leading to this Appeal are that in July, 2007 the Respondent, through a facility letter, advanced the sum of K747,000,000.00 to the Appellants with interest at 22% per annum. The

Appellants defaulted in the repayment of the sum and as at 14th December, 2010 the sum outstanding stood at K833,907,573.18. The Respondent, by Originating Summons filed pursuant to Order 30/14 of the **High Court Rules**, commenced an action seeking the following reliefs:-

> **"(i) payment of all monies plus interest thereon due to the Applicant from the Respondents and such costs as would be payable by the Respondents if this were the only relief granted;**
>
> **(ii) alternatively, delivery by the Respondents to the Applicant of possession of the mortgaged property or the relief of foreclosure and further an Order for the power of sale by the Applicant of the property;**
>
> **(iii) further or other relief;**
>
> **(iv) costs of this action."**

The Originating Summons was supported by an affidavit to which a number of exhibits were attached, including the mortgage deed and the copy of the Certificate of Title for the mortgaged property in the names of the Appellants.

The Appellants opposed the Originating Summons and filed an Affidavit in Opposition to which they also attached exhibits. The Respondent also filed an Affidavit in Reply. Following several adjournments to allow the parties to file a consent order, on 19th July, 2012 when the matter came up, the record reads as follows:-

> **"Mwananshiku: We have agreed on the figures but have still not agreed on the redemption period. We are prepared to accept 120 days as the redemption period. Judgment should be entered for ZMK549, 343,576.33 with contractual interest from 25th June, 2012 to date of judgment and thereafter in accordance with the Judgments Act until**

full payment and in default thereof we seek the other reliefs in the originating summons. We also ask for costs.

Mushemi: The sum is agreed. The Respondents are saying if the allocation of the installments had been 50% towards interest and 50% towards the principal sum the outstanding would not have been as it is today, It would have been ZMK367,275,000.00. The basis for this submission is "CLEC1" and "CLEC3". That is all.

Mwanashiku: Briefly. Those arguments by Counsel for the Respondent, we will rely on the affidavit in reply dated 7th March, 2011. There is no dispute on the amount that is currently outstanding and we pray that judgment be entered in favour of the Applicant with the standard redemption period.

Court: This is an originating summons by the Applicant for the following reliefs:-

(i) Payment of all monies plus interest thereon due to the Applicant from the Respondents and such costs as would be payable by the Respondents if this were their only relief granted;

(ii) Alternatively, delivery by the Respondents to the Applicant of possession of the mortgaged property or the relief of foreclosure and further an order for the power of sale by the Applicant of the property;

(iii) Further or other relief;

(iv) Costs of this action.

It should be noted that the amount due in the sum of ZMK549,343,576.33 together with contractual interest is not in dispute. What is in dispute is whether or not the Respondents can rely on a unilateral letter dated 12th July, 2012 marked as exhibit "CLEC1"in which they propose payment terms. The Applicant did not accept this proposal and cannot in my view be bound by it. The Applicant cannot also be bound by the Respondents' calculations which are based on the said letter. There is in effect no defence to the Application.

I therefore enter judgment in favour of the Applicant against the Respondents for ZMK549,343,576.33 together with contractual interest from 25th June, 2012 to date of judgment and thereafter in accordance with the Judgments Act until full payment. This sum together with interest must be paid to the Applicant by the Respondents within 120 days from the date hereof. In the event that the judgment debt and interest remains unpaid at the expiry of the said period, then the Respondents shall deliver vacant possession of the mortgaged property being Stand No. 999 Lusaka to the Applicant who shall be at liberty to foreclose and exercise its right of sale.

Costs to the Applicant to be taxed in default of agreement. Leave to appeal is granted."

Dissatisfied with the Judgment, the Appellants appealed to this Court advancing four Grounds of Appeal as follows:-

"1. **The Learned Trial Court grossly erred in both law and fact by delivering the purported Judgment dated the 25th July, 2013 by failing to reveal a review of the evidence on record, summary of the arguments and parties' submissions, findings of fact, the reasoning of the Court on the facts and the application of the law and authorities to the facts as strictly required at law.**

2. **The Court below erred in both law and fact when it failed to find that the Appellants were only induced to obtain the Home Loan facility from the Respondent solely on the basis of the reliance on the Respondent's promise that it would apply the sum of ZMK6,225,000.00 out of the monthly installment repayment in the sum of ZMK12,214,202.00 consistently towards the principal sum and the balance thereof towards the interest amount.**

3. **The Learned Trial Judge erred in both law and fact when he failed to find that the letter dated the 12th July, 2007 from the Appellants to the Respondent reiterated the promise made by the Respondent to the Appellants and the mutually reached upon agreement between the parties on the application of the monthly repayment installment towards the principal and interest respectively and was to be read as a part of the entire agreement between the parties.**

4. **The Lower court erred in law and in fact when it failed to find that had the Respondent applied the sum of K6,225,000.00 consistently towards the principal sum in the manner agreed upon by the parties herein, there would have been no default on the part of the Appellants on their obligations under the Facility or at all."**

The learned Counsel for the Appellants, Mr. Musukwa, relied on the Appellants Heads of Argument filed which he briefly augmented with oral submissions. He submitted that the appeal was on principle because the Appellants have paid off the mortgage. And that the reason why they decided to proceed with the appeal is for this Court to address the point that at the time of contracting the mortgage, there were negotiations whose effect was to vary the facility letter or the offer letter from the Respondent. That as a result, of this variation, the calculation of the loan repayment ended up being erroneously done by the Bank which in accordance with Counsel, resulted in over payment of the loan facility.

In support of Ground 1, it was contended that the learned trial Judge grossly erred in both law and fact by delivering the Judgment dated 25th July, 2013 which failed to reveal a review of the evidence on record, a summary of the arguments and the parties' submissions, findings of fact, the reasoning of the Court and the application of the law and the authorities to the facts as required by law.

It was contended that the purported Judgment was grossly irregular in both law and fact as it failed to meet the above requirements and therefore, as a consequence, this Court should set it aside. Counsel pointed out that the Appellants filed detailed Skeleton Arguments and Submissions which are on record, but that the purported Judgment by the

court below failed or omitted to discuss and delve into the extensive legal arguments and submissions advanced by both parties contrary to the requirements of the law. Further, that the court below had a legal mandate or duty to reveal a review of the evidence on record, a summary of the arguments and the parties' submissions, findings of fact, the reasoning of the court on the facts and the application of the law and the authorities to the facts.

To buttress the above submissions, the case of **The Minister of Home Affairs and The Attorney General vs Lee Habasonda suing on his own behalf and on behalf of The Southern African Centre for the Constructive Resolution of Disputes**[1], was cited. In that case, we held as follows:-

> **"We must, however, stress for the benefit of the trial courts that every judgment must reveal a review of the evidence, where applicable, a summary of the arguments and submissions, if made, findings of fact, reasoning of the court on the facts and the application of the law and authorities, if any, to the facts... We agree with Col. Phiri that there was no judgment in the instant case. In the circumstances, we allow the appeal. We set aside the "purported" Judgment of the High Court; and order that the matter goes back for retrial before a different judge of the High Court at Lusaka."**

On the basis of the above holding, Counsel submitted, that the Judgment by the court below which was devoid of the tenets espoused by this Court renders the entire Judgment defective and on this ground, we were urged to set it aside.

In support of Ground 2 which takes issue over the court below's failure to find that the Appellants were only induced to obtain the Home Loan Facility from the Respondent solely on the basis of the reliance on the Respondent's promise that it would apply the sum of K6,225,000.00 out of the monthly instalments repayment of K12,214,202.00, consistently towards the principal sum and the interest amount, it was argued that it is abundantly clear from the contents of the Appellant's Affidavit in Opposition of the Originating Summons that prior to execution of the facility letter in question, the Appellants and the Respondent were engaged in marathon and frantic discussions or negotiations at which the Appellants made it expressly clear that as a result of their previous experience with the Respondent on another facility, they would only obtain the said facility if the monthly repayment instalment was applied equally towards the principal and the interest and that this was duly accepted by the Respondent. That prior to disbursement of the monies in question, by letter dated 12th July, 2007 to the Respondent, the Appellants reiterated the above position to apportion the monthly repayment instalment towards the principal and interest thereon.

It was argued that clause 4.1 of the Home Loan Facility letter, provides for the total monthly instalment of K12,214,202.00 but that the apportionment of the said sum was not provided for. It was contended

that the contents of exhibit "CLEC1" was to reiterate the promise undertaken by the Respondent on the apportionment of the monthly instalments. And that the Appellants solely obtained the facility on the basis of the Respondent's promise to apportion the said monthly repayment instalments in the agreed manner. And that the fact that the said promise was not embodied in the facility letter, does not exclude or forbid the Appellants from relying on the same as a term of the entire agreement between the parties. Counsel submitted that it is trite law that facts, information and any other external or outside evidence not embodied in a written agreement between the parties may be accepted to vary or add or subtract to the terms of the agreement or contract between the parties. And that one ground upon which external evidence may be incorporated into a written agreement or contract is where a party, like in the case in casu, relies on a promise made by the other party which is not made a part of the written agreement between the parties.

In support of the above arguments, Counsel cited the case of **City and Westminister Properties (1934) Limited vs Mudd**[2] in which a tenant, before signing a lease containing a covenant against residing in that premises, was told by the landlord's agent that the covenant would not be enforced. It was held that this was a collateral contract which the

tenant could enforce against the landlord. Counsel quoted what Herman, J., stated in the above cited case as follows:-

> **"The tenant says that it was in reliance on this promise that he executed the lease, and entered on the onerous obligations contained in it. He says, moreover, that but for the promise made he would not have executed the lease, but would have moved to other premises available to him at the time. If these be the facts, there was a clear contract acted on by the tenant to his detriment and from which the landlords cannot be allowed to resile. The case is truly analogous to Re William Porter & Co. Limited. This is a decision of Simonds, J. He said:-**
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> **...I am entitled to apply the rule, stated nowhere better than in the old case of Cairncross vs Lorimer. This was a Scottish appeal to the House of Lords, where Lord Campbell, L.C. said...I am of opinion that, generally speaking, if a party having an interest to prevent an act being done, has full notice of its having been done, and acquiesce in it, so as to induce a reasonable belief that he consents to it, and the position of others is altered by their giving credit to his sincerity, he has no more right to challenge the act, to their prejudice, than he would have had if it had been done by his previous licence."**

Counsel argued that similarly, in the case of **J. Evans & Sons (Portsmouth) Limited vs Andrea Merzario Ltd**[3] in which there was an oral contract that machinery would be shipped below deck, the Court held that that oral agreement would override a written clause giving the forwarding agents a complete discretion how to ship. That in that case, Lord Denning summarized the position of the law as follows:-

> **"...But even in respect of promises as to the future, we have a different approach nowadays to collateral contracts. When a person gives a promise, or an assurance to another, intending that he should act on it by entering into a contract, and he does act on it by entering into a contract, we hold that it is binding; see Dick Bentley Productions vs Harold Smith (Motors) Limited. That case was commenced with a representation of fact, but it applies also to promises as to the future. Following this approach it seems to me plain that (Andrea) gave an oral promise or assurance that the goods in this new container traffic would be carried under deck. He made the promise in order to induce (Evans) to agree to the goods being carried in containers. On the faith of it, (Evans) accepted the quotation and gave orders for transport. In those circumstances the promise was binding. There was a breach of that promise and the forwarding agents are liable-unless they can rely on the printed conditions."**

Counsel also cited the case of **Holmes Limited vs Buildwell Construction Company Limited**[4], where the High Court held that:-

> **"Where the parties have embodied the terms of their contract in a written document, extrinsic evidence is not generally admissible to add, vary, subtract from or contradict the terms of the written contract...by way of exception to the above rule, extrinsic evidence may be admitted to show that the written instrument was not intended to express the whole agreement between the parties."**

It was contended that the Appellants solely acted on the promise or assurance of the Respondent to apply the sum of K6,225,000.00 constantly towards the principal amount prior to executing the facility letter and that it was the said promise that induced the Appellants to obtain the loan facility from the Respondent but that the Respondent breached its promise and as such, the Respondent is liable to apply the monthly repayment instalment in the manner promised and agreed upon by the parties thereto.

Counsel argued that in view of the position of the law above, this Court should find the promise by the Respondent to the Appellants as part of the entire agreement between the parties as well as the written instrument, as the facility letter was not intended to express the whole agreement between the parties.

In support of Ground 3 which challenges the trial Judge for failure to find that the letter dated 12th July, 2007 reiterated the promise made by

the Respondent to the Appellants on the application of the monthly repayment instalment towards the principal and interest which ought to be read as part of the entire agreement between the parties, it was submitted that having established that the promise made by the Respondent to the Appellants on the apportionment of the monthly repayment instalment towards the principal and interest respectively, was tenable at law as part of the entire agreement between the parties, the said letter merely reiterated the Respondent's promise as confirmed by the tenor of the said letter. And that it was not intended to introduce new or fresh terms subsequent to execution of the facility letter or at all. We were accordingly, urged to find the said promise to be read as a part of the entire agreement between the parties.

Ground 4 criticises the learned Judge for failing to find that had the Respondent applied the sum of K6,225,000.00 consistently towards the principal in the manner agreed upon by the parties herein, there would have been no default on the part of the Appellants on their obligations under the Facility letter. In support thereof, it was submitted that the insistence by the Appellants on the apportionment of the monthly repayment instalment during the said lengthy and protracted negotiations prior to executing the facility letter was to ensure that the principal sum was reduced at a fast rate so as to also considerately reduce the interest

rate. Counsel pointed out that although under conventional banking practice, the Respondent applies the monthly instalment towards the interest so as to keep the principal constant on the basis of which the interest would continue accumulating each month thereby only very minimally reducing the facility, the Appellants proposed a departure from the above conventional banking practice which the Respondent agreed to after negotiations and promised to apportion the said instalments as claimed by the Appellants. That the refusal, failure or neglect by the Respondent to apportion the said sum resulted into the Appellants being unconscionably indebted to the Respondent. And that however, on the basis of the above, the total amount due and payable to the Respondent in respect of both the principal and the interest could have been the sum of K1,465,464,240.00 as opposed to the alleged sum of K2,198,196,360.00. In this respect, we were referred to exhibit "CSM1" attached to the Further Affidavit in Opposition upon which it was contended that the outstanding debt due and payable by the Appellants to the Respondent as at the 26th February, 2013 could have been the sum of K373,500,000.00 and not the alleged sum of K470,000,000.00. We were accordingly, urged to allow Ground 4 of this Appeal.

In summing up, we were urged to allow this Appeal with costs to the Appellants.

In opposing this Appeal, the learned Counsel for the Respondent, Mr. Mwananshiku also relied on the Respondent's Heads of Argument filed.

In response to Ground 1, it was submitted that this Ground of Appeal is totally misconceived as it is based on the Judgment of the court at pages 4-5 of the Record of Appeal which was merely an extract of the entire Judgment which Counsel for the Respondent filed for the purpose of enforcement. That the entire Judgment is outlined at pages 242 and 243 of the Record of Appeal where the facts of the case and the Court's reasoning are clearly outlined.

In response to Ground 2, it was argued that this Ground was based on an alleged agreement whose existence was never proved in the court below. That what was produced namely the letter dated 12th July, 2012 which is at page 79 of the Record of Appeal was written by the Appellants themselves but that no evidence was produced to show that the Respondent agreed to the contents of that letter. And that the Respondent vehemently denied the existence of such an agreement as can be seen from paragraphs 5,6,7 and 8 of the Affidavit in Opposition.

Counsel pointed out that it was incumbent on the Appellants to produce some form of evidence to support their allegation that there was such an agreement with the Respondent. And that this is why the court

below indicated that the Appellants were relying on a unilateral letter dated 12th July, 2012 as no evidence was adduced to prove that that letter was ever received by the Respondent as it bears no stamp of the Respondent while the letter at page 78 of the Record of Appeal, has the Respondent's ***'Received'*** stamp.

In response to Grounds 3 and 4, Counsel repeated the arguments relating to Ground 2, which we summed up above.

We have seriously considered this Appeal together with the Heads of Argument filed and the submissions by the learned Counsel for the respective parties as well as the authorities cited therein. We have also considered the Judgment by the learned Judge in the court below. The central questions to be determined in this Appeal are twofold, the first being whether or not the learned trial Judge did not consider all the evidence before him in coming up with his decision when he found in favour of the Respondent. The second being whether there was an oral agreement between the parties that the monthly instalments of K12,214,202.00 would be equally apportioned by the Respondent towards payment of the principal sum and interest and if so, whether the oral agreement was part of the terms of the written agreement by the parties.

We propose to consider Ground 1 on its own, whilst Grounds 2, 3 and 4 will be considered together as the issues raised thereunder are related and in doing so, we shall avoid repetitions.

As regards Ground 1 of this Appeal and from the outset, we wish to point out that we totally agree with the submissions by the learned Counsel for the Respondent that Ground 1 is misconceived as it is based on the Judgment at page 4 of the Record of Appeal which is an extract of the main Judgment which is dated 25th July, 2012 and is reflected at pages 242 and 243 of the Record of Appeal. This Judgment is recast.

From the Judgment recast above, the allegation by the Appellants that the learned Judge did not reveal a review of the evidence on record, a summary of the arguments, the parties' submissions, the findings of fact and the reasoning of the court on the application of the law is clearly misconceived as the Judge gave reasons why he found in favour of the Respondent. We need not belabour this point as that Judgment is explicit enough. We, therefore, find no merit in Ground 1 of this Appeal. We dismiss it.

With regard to Grounds 2, 3 and 4 of this Appeal, the thrust of the Appellants' argument in support is that it was orally agreed between the parties that the monthly instalments repayments of K12,214,202.00 would consistently be equally applied towards the reduction of both the principal

sum and interest on the facility. That however, contrary to the said oral agreement, the Respondent did not do so resulting into the Appellants being more indebted to the Respondent than they should have been. To buttress this contention, the learned Counsel for the Appellants relied on the letter dated 12th July, 2007 in which he contended, the Appellants reiterated the promise by the Respondent that the monthly instalments repayments would be equally apportioned towards the reduction of the principal sum and the interest. And that by doing so, the Appellants' indebtedness to the Respondent could have been reduced so that what should have been outstanding as at 26th February, 2013 is the sum of K373,500,000.00 and not the sum of K470,000,000.00.

claimed by the Respondent.

In response to the above arguments, the thrust of Counsel for the Respondent's argument was that there was no proof that such an agreement was ever reached between the parties as no evidence was adduced by the Appellants to support that claim and that there was no proof that the Respondent received the letter relied upon as the letter produced has no **Received** stamp of the Respondent on it.

We have considered the above arguments. The position of the law is that a term will not be implied so as to contradict any express term, and that a term might not be implied, unless on considering the whole matter

in a reasonable manner, it is clear that the parties must have intended that there should be the suggested stipulation. It is also correct to say that extrinsic evidence can be admitted to prove any terms which were expressly or impliedly agreed by the parties before or after execution of the contract, where it is shown that the written agreement was not intended to incorporate all the terms and conditions of the contract.

Applying the above principles to the facts of this case, we are not persuaded that there was such an agreement between the parties that the Respondent would apportion the monthly instalments as has been claimed by the Appellants because there is no proof of such an agreement.

Further, even if there was such agreement, there is no proof that the alleged agreement was intended to be part of the written agreement between the parties. Otherwise, we do not see how the Appellants could have appended their signatures to a facility letter which omitted such a crucial term of the agreement. This is so in that in their effort to convince us to agree with their position, they indicated that in the earlier facility which they had with the Respondent, the Respondent did not incorporate a similar term in the written agreement. And that that is the reason why they wrote the letter in question upon which they relied to show that the

term was agreed. They explained that the letter merely reiterated their position that there was such an agreement.

To buttress our holding above, we refer to our decision in **Premesh Bhai Megan Patel vs Rephidim Institute Limited**[5] in which we cited with approval the decision in **Holmes Limited vs Buildwell Construction Company Limited**[4] in which the High Court stated that:-

> **"any discussion of verbal conditions before the written agreement is completed can be suppressed by the written document".**

In the **Rephidim** case, we stated that the appellant in that case could not have signed the lease agreement if the alleged systems were not installed or provided, let alone, the proof that the alleged term was discussed and/or agreed.

The above applies to the current case.

In that case, we also quoted from **Halsbury's Laws of England Vol. 9, 4th Edition**, where the learned authors state that the court has no discretion to create a new contract for the parties. We also stated in that case that what we had been asked to do was to create a new contract for the parties. We declined to do so in that case.

In the current case, what the Appellants are asking us to do is to create a new contract for the parties by asking us to uphold the proposition that there was an oral agreement for the Respondent to be

apportioning the monthly instalments in the manner suggested by the Appellants when the written agreement between the parties contains no such term. Nor is there proof that the alleged oral term was to be part of the written agreement.

Although Mr. Musukwa, on behalf of the Appellants, cited a number of authorities which show that extrinsic evidence can be admitted to prove any terms which were expressly or impliedly agreed by the parties before, or after execution of the contract, our perusal of these authorities has shown that in order for such a position to be tenable, there must be evidence which proves that the written agreement was not intended to incorporate all the terms and conditions of the contract. This is not the position in the current case. Therefore, the current case should be distinguished from the authorities cited and relied upon by the learned Counsel for the Appellants.

Further, in **Premesh Bhai Megan Patel vs Rephidim Institute Limited** [5], we referred to the case of **De Lassalle vs Guildford**[6] in which it was shown that the terms which were not contained in the lease agreement were part and parcel of the lease agreement between the parties. So the extrinsic evidence in that case was allowed. This evidence was in form of correspondence which was produced to show that the agreement did not contain all the terms that were agreed upon. We also

cited the case of **Beckett vs Nurse**[7] which can also be distinguished from the current case. In that case, it was shown that the agreement was not intended to express the whole agreement between the parties.

In the current case, we have a formal written facility letter which contains very clear terms and conditions but the alleged term is not mentioned therein. Having found that the alleged oral agreement was not proved and hence not admissible in this case, it follows that the Appellants' argument that had the Respondent apportioned the monthly instalments in the manner suggested, the outstanding debt to the Respondent would have been reduced and the assertion that we should uphold this claim cannot stand. The same is dismissed as it has no merit.

Therefore, Grounds 2, 3 and 4 of this Appeal also have no merit. We dismiss them.

In summing up, this Appeal has failed on account of want of merit. The same is dismissed with costs to the Respondent to be taxed in default of agreement.

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H. Chibomba

SUPREME COURT JUDGE

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E.M. Hamaundu

SUPREME COURT JUDGE

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R.M.C. Kaoma

SUPREME COURT JUDGE