AG of Zambia for & on behalf of the Republic of Zambia v Meer Care & Desai (a firm).

JUDGMENT : Mr Justice Peter Smith. Chancery. 29th June 2007

RULINGS ARISING OUT OF JUDGMENT HANDED DOWN ON 4TH MAY 2007

1. The rulings in this judgment arise out of various consequential matters identified in the judgment I handed down on 4th May 2007.'

2. There are 7 areas for consideration:-
1 Credit for recoveries against liabilities
2 Claims for interest on compensation/damages and costs
3 Costs
4 Permission to Appeal
5 Stay of enforcement of judgment
6 Contribution
7 Interim payments

A NUMBER OF PRELIMINARY MATTERS

3. The non-participating Defendants chose once again not to appear before me. The video link was maintained to enable them to appear if they so wished. FJT wrote seeking the transcripts of the trial hearing from AGZ's solicitors DLA. They referred that to me for consideration and I refused FJT access to those transcripts. The main reason for the refusal was that the parties agreed that whilst the judgment and the working out of the judgment was in the public domain the ring-fencing order should remain in place for the evidence which was led at trial. There were two reasons for this. First other Zambian co-accused had not sought to have that ring fencing lifted. Second as Mr Croxford QC for D2 and D8 indicated when I reserved judgment initially, the participating Defendants had given evidence on the basis that the evidence could not be used against them in any subsequent criminal proceedings.

4. FJT as my judgment records (paragraph 30) broke the ring-fencing provisions designed to protect him and the other Defendants on the very first day of the trial opening in October 2006. Accordingly as he had not participated in the trial of his own volition, and as he had broken the ring-fencing order, I considered it inappropriate for him to be given transcripts unless I could be assured that he would not break the ring fencing provisions again.

5. FK applied for permission to appeal by letter dated 23rd May 2007. I refused him permission to appeal by letter dated 24th May 2007. By a further letter dated 6th June 2007 he applied to vary the freezing order (which was continued after the judgment on 4th May 2007) so that he could spend £2,000 a week for his "reasonable" living expenses and to fund legal representation in Zambia. I refused that application as there was no material before me provided by FK to justify paying such a large sum in his favour.

6. I also refused him a stay of execution of the judgment.

7. As indicated in my judgment (paragraph 525), I gave AGZ permission to consider amending his claim against IK. He duly issued an application to amend which was opposed by IK. Shortly before the resumed hearing on 7th June 2007 AGZ and IK compromised that application on terms set out in a Tomlin Order and I dismissed AGZ's application.

SUMMARY OF LIABILITY

8. As a result of the judgment various calculations had to be made. First, AGZ was required to reduce his claim to the amount identified as traced but with the additional sums identified in paragraph 274 of my judgment which I determined were also government monies. That produced headline figures against all Defendants.

9. AGZ claimed interest in addition to those headline figures. Initially, he sought compound interest. However, at the start of the hearing I indicated that my provisional view in line with the authorities provided by the Defendants was that where AGZ obtained judgment for damages only for conspiracy or dishonest assistance the court had no power to order compound interest. The reason for the latter is that the claim for dishonest assistance is an equitable form of compensation for losses sustained but does not have any fiduciary element to it: see the comprehensive review of the authorities in this area by Rimer **J** in ***Sinclair Investment Holdings SA v Versailles Trade Finance Limited & Ors*** *[2007] EWHC 915 (Ch)*.

10. Equally as regards the participating Defendants where there was no money obtained and retained by fraud there was in my view no jurisdiction to award compound interest see ***President of India v La Pintada Compania Navigacion S.A.*** *[1985] AC 104,* ***Westdeutsche Landesbank Girozentrale v Islington Borough*** *LBC [1996] AC 669* and ***Black v Davies*** *[2005] EWCA Civ 531.*

11. Neither limitation of course applies to the non-participating Defendants FJT, XFC, SC and RS who all were fiduciaries and obtained and/or retained monies as a result of the fraud. Francis K, FK and AC were not in that capacity and any interest, in my view, against them could only be simple interest.

12. That proposition in my view equally applied to the participating Defendants. I saw nothing in principle as to why interest should not be applied differently depending on the status of the relevant Defendant.

13. Faced with that preliminary observation AGZ accepted this split of interest as between the two categories and sought compound interest only against the fiduciaries and simple interest on the rest which I accepted as correct.

14. Attached to this judgment are schedules of liability in respect of each Defendant. To understand the various issues I will take the MCD summary by way of an example. In that summary the calculations are agreed as between the parties subject to issues of principle. Thus the Zamtrop liability ($8,633,788) is the total claim against MCD established by AGZ under the conspiracy and dishonest assistance claims. The figure for interest ($4,797,542.04) is simple interest calculated on each item wrongfully removed from the date of removal until the date of judgment. The next two figures represent a corresponding liability and interest under the BK conspiracy.

15. The next deduction (Jarban) represents the recovery of the Jarban Property ($1,336,725.84). The figure represents the totality of the monies wrongfully removed and used to buy the Jarban properties. The interest figure ($818,328.67) represents interest on the figure so misappropriated from the date of the misappropriation until the date of judgment. Those properties will realise a price in excess of the monies taken and the cumulative interest claimed on them. AGZ concedes that he must give credit for the value of any realised asset up to the amount misappropriated together with interest from the date of misappropriation until the date of judgment. The difference between AGZ and the Defendants is where the realisation exceeds that amount; and whether or not the Defendants should also have credit for that excess against other misappropriations.

16. The Lonrho deduction is calculated on the same basis. The figure of $513,073.53 represents the money expended in the acquiring the Lonrho flats and the interest figure ($272,618.14) is interest on the same basis. Monkey Fountain, Siavonga, Lilayi Road are similar realisations. The Harptree figure is the amount held by MCD at the start of the trial which I ordered to be transferred to AGZ and the interest represents interest accumulated from that date until the date of judgment. The final figure ($60,627.62) represents residual amounts on MCD's ledger.

17. Thus in the case of MCD AGZ contends he has an entitlement to $11,135,665.61 representing the misappropriations and simple interest on the misappropriations with credits for the relevant realisations.

18. As regards CM there is a different argument about 12B Serval Road which is currently occupied by FJT in respect of which I made a 14 day possession order on Monday 11th June 2007. I will revert to that when I analyse CM's liability.

19. The competing argument with the recoveries credited against the other misappropriations will reduce MCD's liability to $7,495,307.31. This is almost entirely due to the Jarban realisation which now is estimated at $3,884,354.63 with accumulated interest of $508,690.82.

20. The evidence justifying these figures is not disputed by the Defendants, and is to be found in the witness statement of John Jumba dated 21st May 2007 and the second witness statement of Oliver M Kalabo dated 18fh May 2007.

21. The Jarban figure is based on a current valuation. When I delivered judgment on 4 May 2007 Jarban had a contemplated value of Euros 3,100,000 on the basis of a sale that was proceeding. That sale did not proceed so the parties have agreed the revised figure in USD based on a current valuation.

22. Finally, by way of preliminary observation I should indicate that the parties have provided me with calculations showing the net liabilities if a limitation defence is held to be successful on any appeal to the Court of Appeal. This is only relevant when I consider whether or not to grant permission to appeal and a stay of execution and the relevant terms of such stay (if any).

23. I go on now to consider the various heads of dispute.

CREDIT FOR REALISATIONS

24. I have been provided with a large number of authorities in this area. The large number of authorities reflects the fact that there is no decision so far as I can see which clearly covers the present factual scenario.

25. It is necessary to differentiate in my opinion between those Defendants found liable for breach of fiduciary duties (FJT, XFC, SC and RS) and all other Defendants who have been found liable for dishonest assistance and/or a limited conspiracy as regards the funds which actually passed through their hands.

26. Generally fiduciaries do not obtain relief by way of set off of a gain on one breach against a loss arising from another see ***Bartlett v Barclays Bank Trust Co Ltd*** *[1980] 1 Ch 515* at page 538 (the references in the text books need updating but the principle is still the same). This accords with the observations of Lord Brown Wilkinson in ***Guinness Plc v Saunders*** *[1990] 2 WLR 324 HL* (see ***Crown Dilmun v Sutton*** *[2004] 1 BCLC 468* at page 517). Whatever sympathies the authors of Goff and Jones ***"The Law of Restitution"*** and I might have expressed as regards giving credit for ***honest*** fiduciaries caught up in a technical breach of trust that does not apply in the present case. There is no question of the fiduciaries in this case being honest. Therefore there is no prospect of any credit for realisations being given to the fiduciary Defendants beyond that already conceded by AGZ.

27. The accessory Defendants are different. They are not fiduciaries and merely because they assisted a fiduciary to commit a breach of a fiduciary's duty it does not mean that they become subject to the same potential liabilities of such fiduciary. The assistors are liable to pay compensation for loss whether it is framed as the limited conspiracy or their dishonest assistance. The claim against them in the over-arching conspiracy failed.

28. AGZ relies upon the decision of Toulson J in ***Komercni Banka A.S v Stone & Rolls Ltd*** *[2003] 1 Lloyd's Rep. 383* at paragraphs 168 and following. In that case Toulson J appears to be accepting that the operational credits for realisations in a series of fraudulent transactions must be considered in each case. As I understand his judgment he

has only required credit to be given in respect of receipts arising out of *each* ***particular transaction*** and not across a succession of transactions.

29. I can well see that AGZ must give credit for realisations in respect of each separate fraudulent act. I do not see, however, why he should be required to give credit against other transactions. It is true that there is a connection to the transactions in the sense that as regards each relevant Defendant I have found they were each acts done in furtherance of a conspiracy to defraud the Republic of which those items were part. Against that all of the relevant transactions are free standing. Other than that conspiracy there is no connection between them at all in my view. If AGZ had not sought to recover a judgment in conspiracy there would have been a series of acts of dishonest assistance with no connection and no prospect in my view of maintaining the arguments currently maintained by the Defendants. I do not see why AGZ should be in a worse position because he has obtained an additional judgment i.e. a conspiracy judgment which links all the acts done in furtherance of that conspiracy.

30. There is in my opinion no sufficient connection to justify this crediting. There is a further argument which AGZ put forward which in my view is strongly determinative of this issue. Whilst all the transactions fall within a particular conspiracy the Defendants raised limitation Defences. They raise them in respect of individual transactions. Thus for the purposes of a Defence they sought to treat transactions on an individual basis. It cannot be right in my view for the Defendants to require individual transactions to be treated on a collective basis for an entirely different purpose.

31. I accept, of course, that as regards their liability one is assessing a loss caused to the Republic and not (for example) a duty to account for breach of fiduciary duty by a dishonest fiduciary. Nevertheless it seems to me that one must deal with each particular breach separately and decide what net loss the Republic has suffered by each *separate* breach. To echo the words of Toulson J in my view that is just. As between the victim and the wrongdoer these windfalls ought to accrue to the victim rather than the wrongdoer unless there was some clear authority which compelled me to decide otherwise. There is no such authority so far as I am aware and for those reasons I reject the participating Defendants suggestion that the realisations should be credited against liabilities for other breaches save in respect of the transaction which gave rise to the realisation.

32. As I have said I do not believe the conspiracy judgment should have any impact on this. If I am wrong then the result will be that AGZ will obtain judgment on one basis under conspiracy and a different basis under dishonest assistance. That to my mind is illogical but judgments involving different breaches of duty do not necessarily follow a logical or identical course. For example a Defendant can be found simultaneously in breach of contract and in breach of a tortious duty in parallel with that contractual breach. Nonetheless the measure of damages is not the same. For my part that does not arise because whilst there is one conspiracy there are a number of acts and the linkage to the conspiracy is not sufficient in my view to justify treating the breaches other than on an individual basis.

33. Therefore I will give no credit save that conceded by AGZ.

INTEREST ON COMPENSATION/DAMAGES AND COSTS

34. As I have said above AGZ conceded my preliminary observations as regards interest on a simple basis as against the non fiduciary Defendants. Compound interest as against the fiduciary Defendants is appropriate.

35. As regards interest on costs as a matter of principle I see no reason why a successful party who is out of pocket as regards a expenditure should not be compensated by an appropriate level of interest on his costs. However interest on costs should not be awarded to punish a Defendant. It follows, therefore that for AGZ to be able to claim interest on costs he must show whether or not the Republic has incurred expenditure and is, thus, out of pocket and ought to be reimbursed. The precise funding arrangements for the litigation by AGZ are not clear. There have been suggestions in the press and otherwise that the litigation has been funded in whole or in part by other governments. I do not know what the position is. Equally of course the Defendants do not know what the position is. It would not be right in my view to order interest on costs which simply accrues an extra benefit for AGZ. I accordingly indicated in argument that AGZ ought to have interest if he is being compensated for expenditure by the Republic which is demonstrated. Equally if it can be shown that third parties have incurred expenditure there is no reason as a matter of principle why they should not be compensated in interest either.

36. Before I can give consideration to any of this I indicated that AGZ must reveal the funding arrangements. If there is a confidentiality issue that can be addressed by appropriate ring fencing but at the moment I am not prepared to order any interest on costs.

COSTS

37. This area attracted significant arguments. There are a number of issues.

38. First I have already addressed the basis for assessment i.e. the fiduciaries ought to be required to pay costs on the indemnity basis; the non-fiduciaries on the standard basis. This reflects the seriousness of the breach committed by them. It also reflects the way in which they have led to large costs being incurred in the way in which the trial was set up in order to assist them. Thus large expenditure for example was incurred in maintaining the video links. Large expense was incurred in arranging for me to sit in Zambia as a Special Examiner. Although the non-participating Defendants spurned these arrangements which were put in place entirely for their benefit they nevertheless had to be seen through to the end. The reason for that is that the non-participating Defendants have alleged (erroneously) in their statements to the press that they have not had a fair opportunity to present their case. It would have presented a large hostage to fortune to AGZ if in some way the trial proceeded in

circumstances which gave the non-participating Defendants anything less than the full opportunity they had to participate in the trial. Thus merely because they *"discontinued participation"* in the proceedings before the trial meant that the arrangements still had to be in place so that there could be no criticism of the way in which the case has been presented and heard. I am reinforced in that view when I see the grounds of challenge lodged in Zambia by Dr Chiluba.

39. The same position does not apply to the participating Defendants and I see no reason why they should be liable to pay costs other than on a standard basis. It is true that they have been found liable in a conspiracy to defraud and providing dishonest assistance but the nature of the claim on the liability is not in my view (without a fiduciary duty for example) a reason for departing from standard costs. The purpose of departing from standard costs is to mark the disapproval of the way in which a party has conducted himself in the trial. See for example ***Kiam v MGN (no 2)*** *[2002] 2 All ER 242.*

40. All participating Defendants accept as a matter of principle they have some liability to AGZ arising out of the fact that he was successful (CPR 44.3 (2) (a)).

41. Nevertheless the Court can depart from that principle wholly or in part. This has led to a development of a willingness on the part of courts to make issue based orders when it is appropriate so to do. Equally (without visiting a person with indemnity costs) it is open to the courts to look at the conduct of the parties before and during the proceedings and to have regard to pre-action protocols. The principles are summarised in general terms in CPR 40.3 (4) and (5).

42. There are a number of distinct areas for consideration. The first area is with regard to AGZ's conduct of the litigation in the light of the judgment. The trial lasted from 31st October 2006 to 27th February 2007 including a period sitting as a Special Examiner in Zambia.

43. AGZ's primary claim against all Defendants was that they all collectively participated in one conspiracy (the Zamtrop conspiracy). AGZ separately alleged that some Defendants participated in a second conspiracy (the BK conspiracy).

44. AGZ failed to establish the Zamtrop conspiracy against the participating Defendants. He did establish separate sub-conspiracies as against those Defendants. He did of course establish the Zamtrop conspiracy against the non-participating Defendants. Finally he established the BK conspiracy completely against those Defendants said to be a party to it.

45. As regards AS he failed to establish he was a party to the overriding Zamtrop conspiracy and he failed in the MOFED claim against him. AGZ did however establish a sub-conspiracy against AS and he established dishonest assistance on his part.

46. AGZ acknowledges he is liable to pay AS's costs attributable to the MOFED claim and is not entitled to recover any of his costs of establishing the MOFED claim. Equally he submits that his claim for costs on the BK conspiracy ought to be in full. AGZ submitted to me that when it comes to an assessment he will be able on that assessment to identify what part of his costs are attributable to the BK conspiracy and what part of his costs are attributable to the MOFED conspiracy.

47. Accepting that point as regards the MOFED claim I will order AGZ to pay AS's costs on a standard basis to be the subject matter of a detailed assessment and set off if not agreed and direct that no part of AGZ's costs in this action that he incurred attributable to the MOFED claim are recoverable by him.

48. Equally I will order the relevant Defendants who were found to be participants in the BK conspiracy to pay the costs (as regards the non-participating Defendants) on the indemnity basis and as regards the relevant participating Defendants on the standard basis. How those will be dealt with will depend on further aspects of this judgment.

49. The Defendants have two significant complaints about the way in which the case was conducted by AGZ.

50. Both of them in my view have substance.

51. The first of those complaints is that AGZ (probably) for political reasons persisted in maintaining a case that all of the Defendants participated in the Zamtrop conspiracy.

52. This was despite the fact that various warnings appeared before the trial which indicated at best that AGZ's case was weak and that he ought to address dealing with the participating Defendants on a different basis from the non-participating Defendants. I should say that the evidence against the non-participating Defendants was overwhelming.

53. The Defendants contend that those indications ought to have led AGZ to appreciate that he would not establish the over-arching conspiracy against the participating Defendants. The structure of the claim could have been altered radically it is submitted. First it is submitted that the conspiracy did not add anything to the overall position of AGZ's claim against the participating Defendants. That is demonstrated by the failure to establish the over-arching conspiracy and only establishing the liability for a sub conspiracy which was never pleaded by AGZ and which amounted to nothing more than a conspiracy to defraud by providing dishonest assistance for a number of transactions. If AGZ had approached the matter that way it is submitted that the trial would have taken a very different (and much shorter) course. It is suggested that the participating Defendants would not have

become embroiled in incurring costs in dealing with the over-arching conspiracy because they had not been parties.

54. What were the indications that AGZ should have adopted this course? First the evidence linking them was weak. They had very little contact with the non-participating Defendants on the evidence beyond the implementation of the various transactions for which they were found liable. It is true that IM did have the Churchill Hotel Agreement but as I found in my judgment that was of itself not an act done in furtherance of the over-arching conspiracy. Second there was little discernable pattern of a conspiracy as opposed to the participating Defendants being involved in transactions of which there was no discernable pattern. Third there was no allegation or evidence showing the participating Defendants had made any personal gain.

55. On 9th December 2005 BLG wrote to DLA on behalf of BT/CM inviting AGZ to abandon the over-arching conspiracy and limit their claim to the sums received by BT/CM. DLA rejected that on behalf of AGZ expressing the view that they were confident that they were going to succeed on the over-arching conspiracy. As regards the participating Defendants that confidence was ultimately misplaced.

56. BT/CM repeated the contention in the skeleton arguments in support of the Part 24/Strike Out application suggesting that AGZ should limit the conspiracy claim in effect to a conspiracy to launder specified items of money that were run through CM's client account. Although the application failed (an appeal against its dismissal was dismissed) the stance taken by BT/CM was proved to be prophetic. Of course this arises from the differing tests at the relevant stages of an action. AGZ might survive a Strike Out/Part 24 application because his case is sufficiently strong for that purpose but ultimately the case fails at trial because on a detailed examination it is not sustainable.

57. Equally (albeit in the context of possible mediation) on 26th July 2006 I urged the parties (AGZ in particular) to consider mediation as regards the participating Defendants with a view to carving them out of the litigation. This seemed to me to be sensible given the differing roles and the possibility of a commercial settlement involving the participating Defendants' insurers and any assets that they revealed that they had. It also offered the possibility of obtaining supporting evidence as against the non-participating Defendants.

58. A mediation took place between AGZ, Mr Meer, Mr Desai and BT/CM but it failed. I of course do not know why it failed but for the purpose of this judgment I assume all parties *bona fide* entered into that mediation.

59. Further AS served a request for clarification of the over-arching conspiracy and in further information on 12th April 2006 its weakness was revealed because it was not alleged that AS had any knowledge of any role in the payment of money from MOF to Zamtrop or the contracts with Systems or Wilbain or the payments from Zamtrop to MCD. All of these submissions were accepted and set out in my judgment (paragraph 903). It was clearly the case that the only possibility of AGZ winning against the participating Defendants on the over-arching conspiracy was on the basis of successful cross examination. Although the cross examination was extremely successful as regards dishonest assistance and the sub conspiracy it failed to establish any participation in the over-arching conspiracy.

60. It is therefore right in my judgment as against the participating Defendants that any costs liability should be reduced to take into account this significant failure as against these Defendants. In that context I also bear in mind that it is possible that the investigation of the over-arching conspiracy by those Defendants might well have been shortened. I use the word *"possible"* because there was no reason why the participating Defendants had to become embroiled in testing AGZ's evidence as regards the over-arching conspiracy save establishing that he had no evidence to show that their respective clients were involved in it. They did not so limit themselves. I accept that it would have required a brave defence team to avoid challenging those matters. Nevertheless they did participate in testing the over-arching conspiracy not limiting themselves to their clients' role in it. In that regard they even served closing written submissions challenging the existence of an over-arching conspiracy *at all*. On that point they lost.

61. That in my view diminishes (but does not extinguish) their contention that AGZ should not recover costs against them attributable to the failed over-arching conspiracy as against them. Nevertheless whilst I understand AGZ might have had political difficulties in negotiating with the Defendants that is irrelevant for the purposes of assessing the Defendants' liability for costs. If AGZ is motivated partly for those reasons he must bear the consequences if his decision impacts adversely on the conduct of the case and the trial.

62. The second major criticism of AGZ's case was the fact that initially it was opened and led without any reference to the Finance Charter 1970 and FJT's letter of 17th January 1996. I refer to paragraphs 127-154 of the Judgment. As the judgment shows these documents were the lynchpin in establishing the Zamtrop conspiracy. Until their reluctant production (several months into the trial) AGZ's case was presented on an entirely wrong footing.

63. It follows that the Defendants say a lot of the material in the first term was unnecessary. I do not agree with that for the following reason. A major point of the Defendants' case on which they failed was that the claims were partially barred under limitation. AGZ had the legal burden of proving that the claims were not time barred. That necessarily involved him leading evidence to show how the Systems and Wilbain contracts had operated, how the Zamtrop account was operated and how despite all the regular checks and balances (including budgetary approval by the Zambian Parliament) AGZ failed to discover and prevent the conspiracy. It follows that the evidence would have had to have been led by AGZ in any event both to establish the successful over-arching conspiracy as against the non-participating Defendants and the dishonest assistance and sub conspiracy claims

against the participating Defendants to deflect the limitation issue. I do however accept that it is possible that if the claim had initially been structured on the true basis upon which the conspiracy was set up some of the evidence would have been agreed and the trial would have been shortened. I do not believe it would have been shortened as much as the Defendants contend. The reason I say that is that if the evidence had not been led that might well have been exploited by the Defendants to challenge the credibility of AGZ's case on the limitation issue at the least.

64. The trial was also lengthened, of course by the way in which BT/CM and BBT ran their (ultimately) unsuccessful partnership points. This has no costs impact as between AGZ and those parties because AGZ was successful and will, therefore, recover the costs of those matters as part of the overall costs of the action.

65. The next question is to decide how I can give effect to these legitimate criticisms. It seems to me that the Defendants primary submission is right that whilst the entirety of the costs of the action are properly recoverable from the non-participating Defendants because the evidence was necessary to establish the claim against them and was successful it is not right that participating Defendants should pay full amount of the costs.

66. The difficulty is how to give effect to that determination. Although the CPR encourages issue based decisions on costs where appropriate the task of stripping out as against the .participating Defendants some cost aspects in respect of the overarching conspiracy is an impossible task. A lot of the evidence can properly be said to be necessarily produced as regards their liability and there is an intermingling of the various Defendants in their different conspiracies by virtue of the way in which monies were received by the participating Defendants and disbursed (sometimes to different Defendants).

67. The only way in which it seems to me that it can be properly dealt with is by giving effect to these concerns, looking at the overall length of the trial and AGZ's costs and deciding that, to mark the legitimate criticism of the Defendants above AGZ should not make a full recovery. It is not appropriate in my view given AGZ's overall success against the Defendants that he should have to pay costs to any Defendant (save AS as to which see below). The reasons for this are the success, the intermingling of the issues and the fact that the participating Defendants did unsuccessfully challenge the existence of the over-arching conspiracy beyond what in my view was necessary for them to do.

68. Accordingly I indicated to AGZ at the start of the hearing that I was minded to reduce AGZ's costs to reflect the legitimate criticisms. I suggested that an appropriate figure should be 35% of the costs attributable to the Zamtrop conspiracy. My conclusion was based on the fact that the trial was a game of two halves. The first part from October to December 2006 was when AGZ led his case and that is the area that could have been shortened. The second half was taken up with the participating Defendants evidence and the expert evidence. That in my view was justified and essentially successful. I do not believe that could have been shortened. To award AGZ 65% of his costs gives him in effect a substantial deduction for the first half. That seems to me to be just as between AGZ and the participating Defendants. On consideration Counsel for AGZ did not seek to challenge that preliminary view. The BK conspiracy costs are of course recoverable in full for the reason I have already said and the MOFED liability is equally crystallised for reasons I have again identified.

69. I have considered all of the Defendants' submissions and it seems to me that my provisional estimate was correct. It reflects the factors of over elaboration of the claim, over lengthening of the trial but also reflects the fact that AGZ won and the fact that the Defendants did become embroiled partly in the challenge to the existence of the over-arching conspiracy as opposed to their clients' participation in it. Having carefully considered the Defendants submissions I see no reason to depart from that 35%; indeed I am fortified in my view having considered those submissions. I therefore determine that the Defendants criticisms of the way in which AGZ conducted the action should be reflected by allowing him only 65% of his costs as against the participating Defendants in respect of the Zamtrop conspiracy.

FURTHER DEDUCTION FOR AS

70. On 26 July 2006 I suggested that this case might well have had the benefit of mediation. As I have said an unsuccessful mediation took place between D2/D8. AS's lawyers sought a mediation but AGZ refused to mediate. DLA's letter dated 11th August 2006 said:-

"Your client was also a party to the MOFED conspiracy as the owner, controller and directing mind and will of MISS Limited and Nebraska Limited.

These are very serious matters that form part of the factual matrix to out client's claims against the Third to Seventh and Ninth to Eleventh Defendants. Our clients are confident that they will succeed in their claims against your client at trial.

The claims against your client raise serious issues of governance for the Republic of Zambia in relation to the activities of former senior government officials. We would remind you that from 2000 to 2002, your client was the Zambian Ambassador to the USA. Your client has fled from Zambia in order to avoid the criminal proceedings that would otherwise have been brought against him. In these circumstances our client considers that it would be inappropriate for there to be any mediation of its claims against your client.

Whilst we are conscious of the parties' obligations to consider ADR in all proceedings, our client's view in this case is supported by the Commercial Court Working Party on ADR, which recognised in 1999 that there are many cases which do not lend themselves to ADR procedures including "issues which involve allegations of fraud or other commercially disreputable conduct against an individual or group....."

71. The letter then made reference to ***Halsey v Milton Keynes General NHS Trusts*** *[2004] ECWA Civ 576.*

72. In their letter of 26th July 2006 AS's solicitors intimated that if there was no agreement to mediation they would apply back to the court. It is unfortunate that they did not apply back to the Court following DLA's rejection. I have no doubt that I would have indicated in the strongest terms (especially as there was a mediation agreed between MCD and BT/CM) that AGZ should mediate and that I would stay the proceedings for a short period of time. I do not think that the reasons given are justified. They apply equally to the position of the Defendants with which AGZ *did* attempt a mediation (although unsuccessful).

73. In my view this should also reflect as against AGZ in cost terms. AS submits that in effect AGZ should be disallowed the costs of the trial as against AS following his refusal to mediate. This is on the basis that a mediation would have been successful and AS would have had no role in the trial.

74. In my view the primary piece of evidence on this point is the fact that the mediation as against MCD and BT/CM failed. They did not have the additional complicating factor of having been a public representative of the Republic. That is a factor which AGZ could take into account in assessing the mediation but not in refusing the mediation. It is undoubtedly the case, however, that the mediation would have a more complicating factor as against AS. The plain fact is that any mediation would have probably been unsuccessful. There is no material before me to show that a mediation with AS would have had any more prospect of success than the one which failed.

75. It seems to me however that one must take into account the fact that despite all these considerations there was a prospect of a successful mediation which was lost by what in my view was an unreasonable stance. It is in my view to be assessed by a loss of a chance. I believe the fairest way of dealing with this is to mark my disapproval of AGZ's refusal of mediation by disallowing a further 5% of his Zamtrop conspiracy costs as against AS on the basis that AGZ should have attempted a mediation. That does not seem a large amount but one has to bear in mind AGZ's costs are believed to be (before assessment) in excess of £6,000,000.

OVER REPRESENTATION BY COUNSEL

76. The Defendants submit that AGZ was over represented by Counsel. He had five Counsel who participated during the pre trial matters and in preparation. The Defendants submit that this is over representation. In addition there are specific criticisms of the mode of deployment of Counsel by AGZ (in particular his Leading Counsel). It is fair to say that as between AGZ's leader and his leading junior the latter seemed to have the lion's share of the conduct of the contentious parts of the trial. This led the Defendants to assert that Leading Counsel was not necessary for AGZ. I reject that contention. The case brought by AGZ clearly justified Leading Counsel. It really is a matter for AGZ to decide with his team as to how Counsel should be deployed in the case.

77. I also bear in mind the fact that AGZ had litigation proceeding simultaneously in the Commercial Court *("the Donegal litigation")* and an arbitration claim. It was clearly to AGZ's advantage to have Counsel in all sets of proceedings simultaneously. It is possible however to overstate that position; an examination of Andrew Smith J's judgment on the Donegal case shows that there is very little overlap with the case before me. I know nothing about the arbitration for obvious reasons.

78. I also observe that both IM/MCD and BT/CM had two Counsel. AGZ of course had a wide ranging case against eighteen Defendants. The charging levels of the Counsel would vary significantly (although I do not have precise details). I am told however that AGZ's Counsel did not charge brief fees and were charging at hourly rates. That will not necessarily produce a reduction in fees.

79. It seems to me that AGZ's Counsel's costs is an over representation because of the way in which he chose to deploy his Counsel as between the three cases. I do not believe that a decision of convenience made for his benefit ought to be visited fully on the Defendants in this case. I expressed a provisional view that Counsel's fees should be reduced by 35% to reflect this and AGZ did not disagree with that. That is not *an extra* 35% in respect of the Zamtrop conspiracy but it is in effect a 35% deduction on the BK conspiracy. I have received the submissions on behalf of AS to the effect that it is unfair to AS to deduct 35% of the Counsel's fees in the BK conspiracy claim alone because he was not a party to that conspiracy and therefore accrues no benefit of that deduction. Whilst that is true to give AS a further benefit and to deprive AGZ of further costs is disproportionate and unfair to AGZ. There is no easy way to address the deduction for over-representation but I am firmly of the view that AGZ's costs should not be reduced by more than 35% taking into account both the over-representation of Counsel and his failings in respect of the way in which he conducted his case as set out above. That is likely to be a large reduction and I do not think it is fair to make any further deduction.

SEVERANCE OF COSTS BETWEEN THE PARTICIPATING DEFENDANTS

80. In addition to the reduced recovery of costs set out above the Defendants submit that it is unfair that they pay all of the net costs on a joint and several basis. The thrust of this submission is that whilst the participating Defendants are being found liable they have not been found liable on a common basis. Thus it is suggested that the costs of the liability should be restricted to those parts of the costs of the trial which were incurred against each respective Defendant. One way to address that would be to leave the assessment of each costs item on that basis to the Costs Judge on assessment. I think that would be an impossible exercise for him because it would require him to be fully familiar with all of the details of the trial and consider the impact of each particular cost item against differing Defendants. AGZ's case clearly involved some elements of commonality. For example there were transfers between MCD and CM and vice versa. AS was involved with CM and there were transfers through CM's

client account for Redcliffe the company controlled by AS. Although the over-arching conspiracy failed there were nevertheless common themes in respect of each Defendant with an application on a different factual basis. BT/CM suggested that the costs should be split equally but severally as between the three groups of participating Defendants. During the course of argument I suggested 40% to IM/MCD, 40% to BT/CM and 20% to AS. AGZ did not agree with any apportionment as between the residual costs order against the participating Defendants.

81. I do not think it is fair or appropriate given the substantial reductions that have already been made for AGZ to suffer an apportionment of the costs as between the participating Defendants. Any such quantum would be entirely stochastic. It is impossible for the reasons that I have already set out to expect the Costs Judge to perform the exercise. Equally I suspect that however meticulous the time costing of AGZ's lawyers they would never have addressed with specificity whether they were working at any given time as regards any particular Defendant. I therefore reject the participating Defendants' contention that it is appropriate to apportion the discounted costs as between them. It must not be overlooked that whilst the trial was structured to deal with the difficulties of the non-participating Defendants it secured substantial benefits for the participating Defendants. They could have been sued in Zambia. They had the reciprocal benefits of the video link and they had the right to chose which of AGZ's witnesses had to be brought at great expense to London for live cross examination. I do not see how the individual roles could be stripped out of this tangled web of affairs. The participating Defendants did not do so and I do not see why they should not be jointly and severally liable for the net costs of the Zamtrop conspiracy. There can of course be no argument as regards the BK conspiracy which was fully established against all relevant Defendants.

AS - LEGAL AID

82. Between 4th August 2005 and 6th October 2006 AS had ***"costs protection"*** within the meaning of Section 11 of Access to Justice Act 1999 (CPR 44.17). The amount payable by him for this period ***must not*** exceed the amount which it is reasonable for him to pay having regard to all circumstances including:- (a) the financial resources of all the parties to their proceedings, and (b) their conduct in connection with the dispute which the proceedings relate. If the court cannot make that assessment it must make an order for costs to be determined.

83. It is submitted that I do not have sufficient information to make any such order.

84. I do not believe AS should ever have had legal aid. His certificate was discharged on 6th October 2006. In my view it ought to have been revoked. AS has always had access to sufficient funds to defend himself. That is demonstrated by the fact that after his legal aid certificate was discharged I made an order permitting him to sell his Hydro Electric shares on terms which enabled him to expend the proceeds of sale in defending the claim. His costs ***after*** his legal aid funding was discharged were £468,078.60. That was considerably in excess of the costs that he incurred during the publicly funded period which were approximately £70,000. AGZ still retains a significant proportion of the sale proceeds which could have covered the funding of AS's defence during the period when he had the benefit of legal aid. There was ample time to have made the application for funding out of his assets before it was actually made. I do not know why no such application was made. It might well have been that both parties were tacitly willing for AS to be publicly funded. AGZ had an incentive because it made AS's assets greater in the event of a successful claim. AS is content because the state is funding him rather than his own pocket. Neither is a good point from the British taxpayers' point of view. When the order permitting the sale was made I directed that it should be sent to the Legal Services Commission and invited them if they thought it appropriate to intervene. They have not done so nor have they decided to revoke the legal aid funding of AS. No doubt there were good reasons for this non intervention decision which I cannot see.

85. It seems to me that I can do one of three things. First I can determine that on the information I have whether or not it is reasonable for AS to have costs protection and if so to what extent. Second I can make no order as suggested by AS. Third I can refer the matter to the Legal Services Commission and to invite them to intervene to revoke the funding in the light of this judgment. The latter course of conduct will undoubtedly delay matters.

86. It seems to me that I have enough information to make a determination. In addition to his shares AS had substantial properties in Zambia as revealed by his affidavit of means. Although he is sued by the Republic its resources are strained in its current economic position. Part of that strain of course arose from the wrong doings of the Defendants in this action. AS has free funds to satisfy the costs order. AGZ will suffer a detriment because there will be a pro- rata abatement of AS's funds available for satisfaction of the judgment.

87. It seems to me that in the light of those circumstances as between AGZ and AS it is right that I make an order that AS pays the entirety of AGZ's costs (subject to the global deduction referred to above) even for the period when he was entitled to costs protection. That is just as between them in my view.

COSTS OF THE GT REPORT

88. The GT report was provided at the joint cost of AGZ and BT/CM. As I said in my judgment it provided a very useful exercise (paragraph 54).

89. BT/CM argue that having paid half of the costs of a useful exercise it would be wrong that they should pay anymore of the costs of the GT report. I agree. That is not to say that AGZ should bear the cost of it; he should be able to recover the balance of the cost i.e. the part he paid from the other Defendants.

12B SERVAL ROAD

90. The arguments on this area arise out of paragraphs 836-861 of my Judgment. This property was purchased as a residence for FJT. He still lives there (subject to the execution of the 14 day possession order that I have granted

AGZ). It was purchased in 2001 for $150,000. That was funded by borrowings from Barclays Bank in Jersey. However, that borrowing was secured by a deposit of a like sum with Barclays. Ultimately those deposited funds were used to discharge the bank indebtedness. The property came with chattels which were apparently purchased for $297,580. I have doubts about the genuineness of the apportionment as between chattels and the house (the more so having seen pictures of it). It is not a modest house. FJT has not contributed anything towards its acquisition yet he steadfastly refuses to explain why he should remain in possession rent free.

91. BT's evidence was that the funding of this was for a retirement home for FJT and that was the justification for the disbursement of the payments that came from OOP. CM's ledger shows credits of $199,995 and $399,995 on 10th July 2001 and 6th November 2001. Both these funds are identified as having come from OOP. Further credits were made in this period. First there was $79,995 from ***"one of our clients"***, $99,995 from XFC and $54,995 from FK, In addition to the purchases of the property and the chattels FJT received £30,000 cash (say $45,000) which BT handed to him. Only FJT can explain where that money went. It is a large sum. He chose not to explain and still does not do so. The property was purchased in the name of River Properties Ltd an English company formed by BT. He caused it to be struck off but on 7th June 20071 made an order restoring it to the register of companies. As I said in paragraph 847 the source of the monies and the attribution is by no means clear. The chattels were plainly sourced from the OOP payment. I have had no explanation as to why the other client or XFC or FK would provide these monies. The two receipts were claimed by AGZ see APOC paragraphs 311-314. The total amounts received from OOP amounted to $599,990. The first $199,995 had already been dissipated by the time of the transactions of 12B Serval Road and the £30,000 cash payment. The acquisition costs were $447,660. After the deduction of the £30,000 cash ($43,824.60) only $356,165.40 is available to fund the purchase. The shortfall is in the funds that were deposited as security. It follows that on a FIFO analysis the entirety of the OOP monies were insufficient to fund the purchase. In addition $102,286.32 were transferred to the sterling ledger on 11th December and that was used to fund the purchase of cars etc and other expenses of FJT's and XFC's children (judgment paragraph 867). BT/CM seek credit for the value of 12B Serval Road. At present in my view AGZ has not effected a recovery. I do not accept the vague concept of legal possession as opposed to actual possession is relevant. Until my order of 7th June 2007 technically the title to the property was vested in Her Majesty the Queen as a result of the dissolution of River Properties.

92. One thing is certain: FJT did not contribute anything towards this acquisition from his own personal funds. I had no explanation from BT as to the basis for and reasons why the extra payments were made. It seems to me that if BT/CM wish to claim the full credit for the cost of 12B Serval Road that can only be on the basis that the "other client", XFC and FK payments are also misappropriated funds. In my view absent any other explanation I would clarify this part of my judgment by determining that they are such. This has the effect of increasing BT/CM's liability. The other possibility is that BT/CM's credit is limited to the actual net amount of the cost that could have been funded from the OOP account. AGZ is content with that and is willing to take the risk of any other third party seeking to assert that those monies were his. I will leave the parties to agree which of those alternatives they want. If they cannot I will determine this point when I hand this judgment down. I apologise for not making this position clear but I missed the significance of it in the overall picture.

93. As I have said therefore 12B Serval Road ought to be given credit for but only when possession of it is taken and the chattels are recovered. At that date it can either be dealt with on an agreed valuation basis or a sale basis. The subsequent proceeds of sale of the property and the chattels or any agreed valuation should then be off set against the agreed monies that had been misappropriated together with interest from the date of misappropriation until the date of the judgment.

GAME TRACKERS

94. The Defendants initially sought credit as a realisation for this property. However AGZ's evidence show that the shares in the company were valueless because the Nkamba Bay Lodge was forfeited to the Zambia Wildlife Authority prior to the seizure and the company was not trading (paragraphs 9-10 of Mr Jumba's witness statement). In the light of that the Defendants abandoned any claim for credit for realisation.

ND AND BBT'S COSTS LIABILITY

95. In addition to any judgment liability in the light of this determination through their position as partners they are jointly and severally liable with IM and BT respectively for the costs of AGZ which I have determined are payable by the participating Defendants.

CONTRIBUTION

96. Contribution notices have been filed by the participating Defendants seeking 100% recovery from the non-participating Defendants on the basis that they did not receive any benefit. This follows the House of Lords decision in ***Dubai Aluminium v Salaam*** *[2003] 2 AC 366.* I agree and will make an order in favour of the participating Defendants for 100% contribution against the non-participating Defendants.

97. Equally IM has accepted a 100% liability on a contribution notice to be served by ND. As between BT and BBT no contribution notices have been served and as the matter is within the family no decision has been made as to what to do about the consequences of this judgment as between BT and BBT.

98. Other contribution proceedings have been served between the contributing Defendants naturally blaming each other and it was agreed by all of them that those should be adjourned with an obligation to report back to me before the end of term as to the progress of those proceedings.

PERMISSION TO APPEAL/STAY

99. I have already refused ND and AS permission to appeal. I granted a stay for 21 days to enable them to make an application to the Court of Appeal for permission to appeal and provided that appeal is prosecuted expeditiously the stay to remain in force until that application is finally disposed of.

100. I have not yet dealt with any further applications to appeal. During the course of argument I indicated that I would not grant permission to appeal save possibly in respect of the realisations and limitation issues. My provisional view on those matters is that I should not grant permission to appeal on those either but I will hear further submission when this ruling is handed down.

101. I refused FK and AC permission to appeal and also refused a stay of execution. I understand they have lodged an application to the Court of Appeal for permission to appeal. FJT has not sought permission to appeal in England but he along with FK, AC and SC, has lodged a challenge to the enforcement of the judgments in Zambia. From what I can see the arguments appear to be (apart from the wide ranging personal attack on myself, the President of Zambia and the Prime Minister Mr Blair and Mr William Blair QC) the same ones that failed before the Court of Appeal. There appears to be nothing addressing the evidence and the merits of the case. He has failed again to deal with the clothing. It is not my "*obsession*" that is obscene; it is his failure to tell the people of Zambia in an open and straightforward way with evidence how he was able to spend 10 times his 10 years of salary on clothing that is obscene. There are other significant failures namely the failure to explain the £30,000 and the beneficial ownership of 12B Serval Road. This is rather inconvenient for FJT but his continued silence on the merits shows he has none.

102. In the event that there is no permission to appeal granted by me I will grant a similar stay to enable a Defendant to apply to the Court of Appeal as those already granted to ND and AS. If I am persuaded on argument that I ought to grant permission to appeal on the limitation issue I will enable AS to raise that also.

103. If any stay is granted whether to enable a party to go to the Court of Appeal or as a result of any permission to appeal I will require each Defendant to charge all of its identified assets in favour of AGZ pending the determination of the appeal. That seems to me to be a fair balancing exercise as between AGZ who has the fruits of a successful judgment and as between the Defendants who ought not to be deprived of their right to seek permission to appeal from the Court of Appeal by the imposition of a condition with which they cannot comply.

INTERIM PAYMENTS

104. I have not received any application by any party for an interim payment and I do not encourage one. If despite that encouragement anybody wishes to seek an interim payment they should issue the application returnable to the date that his judgment is listed for hand down supported by the appropriate evidence.

105. I once again thank the legal representatives for their comprehensive and helpful submissions.

SUMMARY OF LIABILITY - CAVE MALIK/BIMAL THAKER

	Liability Calculated With Simple Interest	Liability Calculated Including Additional Monies
Zamtrop liability	$ 2,086,584.00	$ 2,086,584.00
Zamtrop interest	$ 1,026,272.45	$ 1,026,272.45
Receipts from XFC/FMK		$ 154,990.00
Receipts from XFC/FMK interest		$ 47,188.09
Receipt from 'one of our clients'		$ 79,995.00
Receipt from 'one of our clients' interest		$ 24,431.90
OOP liability	$ 599,990.00	$ 599,990.00
OOP interest	$ 189,215.99	$ 189,215.99
BK liability	$ 452,043.00	$ 452,043.00
BK interest	$ 142,799.77	$ 142,799.77
Less Lonrho	$ -544,000.00	$ -544,000.00
Less interest on Lonrho	$ -289,710.19	$ -289,710.19
Less Monkey Fountain	$ -37,696.34	$ -37,696.34
Less interest on Monkey Fountain	$ -8,490.71	$ -8,490.71
	$ 3,617,007.97	$ 3,923,612.96

Credit for Serval Road and chattels to be agreed/assessed following recovery.

SUMMARY OF LIABILITY - DR FJT CHILUBA

	Liability Calculated with Interest Compounded Bi- Annually	Liability Calculated Including Additional Monies
Zamtrop liability	$ 18,760,713.00	$ 18,760,713.00
Zamtrop interest	$ 12,981,990.49	$ 12,981,990.49
Non-MOF Picture Payments liability	$ 129,768.52	$ 129,768.52
Non-MOF Picture Payments interest	$ 50,610.14	$ 50,610.14
CM Receipts from XFC/FMK		$ 154,990.00
CM Receipts from XFC/FMK interest		$ 54,255.54
CM Receipt from 'one of our clients'		$ 79,995.00
CM Receipt from 'one of our clients' interest		$ 28,106.12
OOP liability	$ 600,000.00	$ 600,000.00
OOP interest	$ 219,362.82	$ 219,362.82
BK liability	$ 20,200,719.00	$ 20,200,719.00
BK interest	$ 8,609,743.53	$ 8,609,743.53
Less Jarban	$ -1,336,725.84	$ -1,336,725.84
Less interest on Jarban	$ -1,103,410.32	$ -1,103,410.32
Less Lonrho	$ -544,000.00	$ -544,000.00
Less interest on Lonrho	$ -374,456.92	$ -374,456.92
Less Monkey Fountain	$ -37,696.34	$ -37,696.34
Less interest on Monkey Fountain	$ -9,361.67	$ -9,361.67
Less Siavonga	$ -67,500.00	$ -67,500.00
Less interest on Siavonga	$ -17,951.03	$ -17,951.03
Less Lilayi Road	$ -36,000.00	$ -36,000.00
Less interest on Lilayi Road	$ -19,161.16	$ -19,161.16
Less Harptree	$ -849,338.46	$ -849,338.46
Less interest on Harptree	$ -32,883.04	$ -32,883.04
	$ 57,124,422.72	$ 57,441,769.38

Credit for Serval Road and chattels to be agreed/assessed following recovery.

SUMMARY OF LIABILITY - X F CHUNGU

	Liability Calculated with Interest Compounded Bi-Annually	Liability Calculated Including Additional Monies
Zamtrop liability	$ 18,760,713.00	$ 18,760,713.00
Zamtrop interest	$ 12,981,990.49	$ 12,981,990.49
CM Receipts from XFC/FMK		$ 154,990.00
CM Receipts from XFC/FMK interest		$ 54,255.54
CM Receipt from 'one of our clients'		$ 79,995.00
CM Receipt from 'one of our clients' interest		$ 28,106.12
OOP liability	$ 600,000.00	$ 600,000.00
OOP interest	$ 219,362.82	$ 219,362.82
BK liability	$ 20,200,719.00	$ 20,200,719.00

BK interest	$ 8,609,743.53	$ 8,609,743.53
Less Jarban	$ -1,336,725.84	$ -1,336,725.84
Less interest on Jarban	$ -1,103,410.32,	$ -1,103,410.32
Less Lonrho	$ -544,000.00	$ -544,000.00
Less interest on Lonrho	$ -374,456.92	$ -374,456.92
Less Monkey Fountain	$ -37,696.34	$ -37,696.34
Less interest on Monkey Fountain	$ -9,361.67	$ -9,361.67
Less Siavonga	$ -67,500.00	$ -67,500.00
Less interest on Siavonga	$ -17,951.03	$ -17,951.03
Less Lilayi Road	$ -36,000.00	$ -36,000.00
Less interest on Lilayi Road	$ -19,161.16	$ -19,161.16
Less Harptree	$ -849,338.46	$ -849,338.46
Less interest on Harptree	$ -32,883.04	$ -32,883.04
	$ 56,944,044.06	$ 57,261,390.72

Credit for Serval Road and chattels to be agreed/assessed following recovery.

SUMMARY OF LIABILITY - STELLA CHIBANDA

	Liability Calculated with Interest Compounded Bi-Annually	Liability Calculated Including Additional Monies
Zamtrop liability	$ 18,760,713.00	$ 18,760,713.00
Zamtrop interest	$ 12,981,990.49	$ 12,981,990.49
CM Receipts from XFC/FMK		$ 154,990.00
CM Receipts from XFC/FMK interest		$ 54,255.54
CM Receipt from 'one of our clients'		$ 79,995.00
CM Receipt from 'one of our clients' interest		$ 28,106.12
OOP liability	$ 600,000.00	$ 600,000.00
OOP interest	$ 219,362.82	$ 219,362.82
BK liability	$ 20,200,719.00	$ 20,200,719.00
BK interest	$ 8,609,743.53	$ 8,609,743.53
Less Jarban	$ -1,336,725.84	$ -1,336,725.84
Less interest on Jarban	$ -1,103,410.32	$. -1,103,410.32
Less Lonrho	$ -544,000.00	$ -544,000.00
Less interest on Lonrho	$ -374,456.92	$ -374,456.92
Less Monkey Fountain	$ -37,696.34	$ -37,696.34
Less interest on Monkey Fountain	$ -9,361.67	$ -9,361.67
Less Siavonga	$ -67,500.00	$ -67,500.00
Less interest on Siavonga	$ -17,951.03	$ -17,951.03
Less Lilayi Road	$ -36,000.00	$ -36,000.00
Less interest on Lilayi Road	$ -19,161.16	$ -19,161.16
Less Harptree	$ -849,338.46	$ -849,338.46
Less interest on Harptree	$ -32,883.04	$ -32,883.04

	$ 56,944,044.06	$ 57,261,390.72

Credit for Serval Road and chattels to be agreed/assessed following recovery.

SUMMARY OF LIABILITY - ATAN SHANSONGA

	Simple Interest
Zamtrop liability	$ 2,761,091.00
Zamtrop interest	$ 1,639,593.16
	$ 4,400,684.16

SUMMARY OF LIABILITY - AARON CHUNGU

	Liability Calculated with Simple Interest	Liability Calculated Including Additional Monies
Zamtrop liability	$ 18,760,713.00	$ 18,760,713.00
Zamtrop interest	$ 9,995,578.35	$ 9,995,578.35
Receipts from XFC/FMK		$ 154,990.00
Receipts from XFC/FMK interest		$ 47,188.09
Receipt from 'one of our clients'		$ 79,995.00
Receipt from 'one of our clients' interest		$ 24,431.90
OOP liability	$ 600,000.00	$ 600,000.00
OOP interest	$ 189,608.22	$ 189,608.22
Less Jarban	$ -1,336,725.84	$ -1,336,725.84
Less interest on Jarban	$ -818,328.67	$ -818,328.67
Less Lonrho	$ -544,000.00	$ -544,000.00
Less interest on Lonrho	$ -289,710.19	$ -289,710.19
Less Monkey Fountain	$ -37,696.34	$ -37,696.34
Less interest on Monkey Fountain	$ -8,490.71	$ -8,490.71
Less Siavonga	$ -67,500.00	$ -67,500.00
Less interest on Siavonga	$ -16,158.39	$ -16,158.39
Less Lilayi Road	$ -36,000.00	$ -36,000.00
Less interest on Lilayi Road	$ -15,604.77	$ -15,604.77
	$ 26,375,684.66	$ 26,682,289.65

Credit for Serval Road and chattels to be agreed/assessed following recovery.

SUMMARY OF LIABILITY - FAUSTIN KABWE

	Liability Calculated with Simple Interest	Liability Calculated Including Additional Monies
Zamtrop liability	$ 18,760,713.00	$ 18,760,713.00
Zamtrop interest	$ 9,995,578.35	$ 9,995,578.35
Receipts from XFC/FMK		$ 154,990.00
Receipts from XFC/FMK interest		$ 47,188.09
Receipt from 'one of our clients'		$ 79,995.00
Receipt from 'one of our clients' interest		$ 24,431.90
OOP liability	$ 600,000.00	$ 600,000.00
OOP interest	$ 189,608.22	$ 189,608.22

BK liability	$ 20,200,719.00	$ 20,200,719.00
BK interest	$ 7,255,985.65	$ 7,255,985.65
Less Jarban	$ -1,336,725.84	$ -1,336,725.84
Less interest on Jarban	$ -818,328.67	$ -818,328.67
Less Lonrho	$ -544,000.00	$ -544,000.00
Less interest on Lonrho	$ -289,710.19	$ -289,710.19
Less Monkey Fountain	$ -37,696.34	$ -37,696.34
Less interest on Monkey Fountain	$ -8,490.71	$ -8,490.71
Less Siavonga	$ -67,500.00	$ -67,500.00
Less interest on Siavonga	$ -16,158.39	$,16,158.39
Less Lilayi Road	$ -36,000.00	$ -36,000.00
Less interest on Lilayi Road	$ -15,604.77	$ -15,604.77
Less Harptree	$ -849,338.46	$ -849,338.46
Less interest on Harptree	$ -32,635.54	$ -32,635.54
	$ 52,950,415.31	$ 53,257,020.30

Credit for Serval Road and chattels to be agreed/assessed following recovery.

SUMMARY OF LIABILITY - FRANCIS KAUNDA

	Simple Interest
Zamtrop liability	$ 62,279.00
Zamtrop interest	$ 38,296.81
	$ 100,575.81

SUMMARY OF LIABILITY - BOUTIQUE BASILE

	Simple	Interest
Zamtrop liability	$	1,209,400.00
Zamtrop interest	$	606,336.71
	$	1,815,736.71

SUMMARY OF LIABILITY - RAPHAEL SORIANO

	Interest Compounded Bi Annually
Zamtrop/BK liability	$ 1,000,000.00
Zamtrop/BK interest	$ 681,321.22
BK liability	$ 20,200,719.00
BK interest	$ 8,609,743.53
Less Harptree	$ -849,338.46
Less interest on Harptree	$ -32,883.04
	$ 29,609,562.25

SUMMARY OF LIABILITY – NEBRASKA

	Simple Interest
Zamtrop liability	$ 72,990.00
Zamtrop interest	$ 34,780.34
	$ 107,770.34

Mr Sullivan, Ms Brown and Mr Evans (instructed by DLA Piper) for the Claimant
Mr Head (instructed by Reynolds Porter Chamberlain) for Mr Iqbal Meer a partner in the First Defendant
Mr Croxford QC and Ms Stanley (instructed by Barlow Lyde & Gilbert) for the Second and Eighth Defendants
Mr Veen (instructed by Direct Public Access) for Mr Naynesh Desai a partner in the First Defendant
Mr Bourne (instructed by Bevans) for the Fifth Defendant
Mr Fenwick QC and Ms Day (instructed by Barlow Lyde & Gilbert) for a partner in the Second Defendant
Mr Trace QC (instructed by Allen & Overy) on behalf of Donegal International Limited, an interested party
Mr Edelman QC (instructed by CMS Cameron McKenna) on behalf of QBE Insurance (Europe) Limited, an interested party