



**Kamia v BM Mung'ata & Company Advocates (Miscellaneous Application
E089 of 2021) [2023] KEHC 18724 (KLR) (31 May 2023) (Judgment)**

Neutral citation: [2023] KEHC 18724 (KLR)

**REPUBLIC OF KENYA
IN THE HIGH COURT AT MACHAKOS
MISCELLANEOUS APPLICATION E089 OF 2021**

MW MUIGAI, J

MAY 31, 2023

BETWEEN

JOHN MUTHINI KAMIA APPLICANT

AND

BM MUNG'ATA & COMPANY ADVOCATES RESPONDENT

JUDGMENT

Background

1. *Vide* a ruling delivered by this Court on 21st July, 2022 on a Notice of Motion application filed on 14/12/2021, in which the Applicant sought orders That : Stay of the execution of the ruling and all consequential orders in Machakos High Court Miscellaneous Application No. E089 of 2021 pending the hearing and determination of the application; This Court enlarge time within which to file reference against the Taxing Officer's Taxation delivered on 10th November, 2021 in Machakos High Court Miscellaneous Application No. E089 of 2021; the draft Reference attached to the application be deemed properly filed subject to payment of the requisite court fees and lastly cost of the application be borne by the respondent.
2. The application was canvassed by way of submissions. The Court having considered the parties' submissions, allowed the Applicant's Notice of Motion by enlarging the time to file Reference out of time within 14 days from the date of ruling and stay of execution of the Certificate of Taxation pending hearing and determination of the reference by Ruling on 21/07/2022.

The Reference

3. *Vide* the reference dated 9th December, 2021 and filed on 15th August, 2022 brought under Rule 11(1) of the *Advocates (Remuneration) Order*, 2009 Schedule x of the *Advocates (Remuneration) Order*, 2006; Schedule 10 of the *Advocates (Remuneration) Order*, 2014; Sections 1A, 1B and 3A of the *Civil Procedure Act* Cap 21 Laws of Kenya, the Applicant sought the following orders: -



- a. That the decision of the Deputy Registrar dated 10th November, 2021 in the said Machakos High Court Miscellaneous Application No. E089 of 2021: B. M Mungata & Company Advocates versus John Muthini Kamia and the Certificate of taxation arising thereon be set aside/vacated.
 - b. That the Respondent's Advocate /Client Bill of Costs dated 26th May, 2021 and filed on 28th May, 2021 in the said Machakos High Court Miscellaneous Application No. E089 of 2021: B. M Mungata & Company Advocates versus John Muthini Kamia be taxed afresh by a differently constituted taxing court.
 - c. That in the alternative to (3) above this Honorable Court be pleased to assess/tax the costs lawfully payable to the Respondent on the said Bill of Costs
 - d. That the Honorable Court do issue such other orders as it may deem fit and just to issue to serve the ends of justice in the circumstances herein.
 - e. That the cost hereof be borne by the Respondent.
4. The Reference was supported by the affidavit of John Muthini Kamia in which affidavit he deposed that the decision of the learned Taxing Officer on the said Bill of Cost is contrary to the law applicable and the *Evidence Act* in that he annexed evidence showing that indeed the legal fees had been duly paid in full as can be discerned from Annexures in the Replying Affidavit to the Bill of Costs which total amount was Kshs 815,000; that the decision of the learned Taxing Officer is in error owing to the fact the Respondent herein did not indeed show nexus between the legal fees paid by him and the same being paid for the Estate Joseph Munyao Kombo and without evidence of being legal representative or the beneficiary of the said estate to warrant him paying legal fees for the prosecution of the said Succession Cause; that the learned Taxing Officer misapprehended the law on taxation on the nature of the matter and failed to apply correctly the issue of legal fees being under retainer and the same having been fully settled by him.
 5. He stated that the learned Taxing Officer erred in law and in fact by failing to appreciate that there was no evidence showing that he was a beneficiary of the estate of Joseph Munyao Kombo; deposing that the learned Taxing Officer erred in law and in fact by failing to appreciate that the document dated 2nd October, 2019 annexed as 'PM2' was for payment of Kshs 250,000 and no explanation was given towards the balance of Kshs 565,000 out of the total 815,000 paid; that the learned Taxing Officer did not apply his mind properly on the Bill of Costs and the written submissions by counsel for the Applicant and as result arrived at an erroneous decision;
 6. The learned Taxing Officer allowed amounts on the Bill of Costs which are not provided for in the law applicable; deposing that he is extremely aggrieved the said decision hence the filing of Reference to this Court; that the Taxing Officer on the Respondent's Bill of Costs is manifestly excessive and oppressive to him in all circumstances being that the same was subject to a retainer; finally he deposed that in the interest of justice the said decision and all consequential Orders/ Certificate thereon be vacated and the Bill of Costs be re-taxed by a different Taxing Officer or by this Court.

Notice Of Preliminary Objection

7. *Vide* a Notice of Preliminary Objection to the Reference dated 28th September, 2022, the Respondent prayed that the Reference be struck out for the reasons that:
 - a. The reference is incompetent and misconceived as it was filed out of the expressly prescribed timelines of ruling delivered, dated and signed on the 21st July, 2022.



- b. The Applicant has not sought for an extension or enlargement of the time within which to file reference herein.
8. Directions were issued to both parties in Court that the matter be canvassed by way written submissions.

Submissions

The Applicant's Written Submissions

9. The Applicant filed his submissions dated 7th February, 2023.

Submission to the Respondent's Preliminary Objection dated 28.09.2022

10. Here it was submitted on behalf of the Applicant that Section 1A of the *Civil Procedure Act* provides for overriding objective of the civil procedure in which it was averred that this Court is enjoined as follows:
 1. The overriding objective of this Act and the rules made hereunder is to facilitate the just, expeditious, proportionate and affordable resolution of the civil disputes governed by the Act.
11. Reliance was further made on Article 159 (2) (d) of the *Constitution*, provides that courts should administer substantive justice without undue regard to procedural technicalities. Averring that the Applicant's Reference which was filed out of time should not be struck out on mere technicality of being filed late by only 9 days. Contending that the Applicant's Reference has strong grounds with a high probability of success and it is in the interest of justice that the Court sustains the reference so as to enable the determination of the Reference on merit.
12. The Applicant quoted the case of *D.T Dobie & Company (Kenya) Limited v Joseph Muchina & Another* (1980) eKLR Madan JA stated that:

“A court of justice should aim at sustaining a suit rather than terminating it by summary dismissal. Normally a law suit is for pursuing it. No suit ought to be summarily dismissed unless it appears so hopeless that it plainly and obviously discloses no reasonable cause of action, and is so weak as to be beyond redemption and incurable by amendment. If a suit shows a mere semblance of a cause of action, provided it can be injected with real life by amendment, it ought to be allowed to go forward for a court of justice ought not to act in darkness without the full facts of a case before it.”
13. The Applicant further relied in the case of *Tom Ojienda & Associates v Nairobi City County* (2021) eKLR and contended that no prejudice will be suffered by the Respondent if the Reference is admitted by the Honorable Court after being filed late by only 9 days.

Submissions on the Applicant's Chamber Summons

14. The Applicant averred that the main issues for determination are:-
 - a. Whether the Taxing Officer had jurisdiction to hear and determine the Bill of Cost?
 - b. If (a) is in the affirmative, whether the Learned Taxing Officer erred in principle by holding that the Applicant had not paid the legal fees?
15. On Whether the Taxing Officer had jurisdiction to hear and determine the Bill of Cost, it was submitted that jurisdiction goes to the root of the matter and without it all the proceedings are a nullity.



Reliance was placed in the case of *Floriculture International Ltd v Central Kenya Ltd & 3 Others* (1995) eKLR the Court of Appeal stated:

“It has been held in the case of *Kenindia Assurance company Ltd. v Otiende* (1989) 2 KAR 162 that the normal rule that a party could not raise for the first time on appeal a point he had failed to raise in the High Court, did not, and could not, (underlining mine) apply when the issue of sought to be raised de novo on appeal went to jurisdiction.”

16. In *Kenya Ports Authority v Modern Holding (EA) Limited* (2017) eKLR, the Court of Appeal remarked:

“We have stressed that jurisdiction is such a fundamental matter that it can be raised at any stage of the proceedings and even on appeal, though it is always prudent to raise it as soon as the occasion arises”

17. It was contended that parties had a retainer and had agreed on the sum which was to be paid and that where an advocate and client agree to the legal fees to be paid, the same amounts to an agreement as stipulated in Sections 44 (4) and 45 of the *Advocates Act*.

18. It was submitted that the Advocate was barred from pursuing any further fees outside what had been agreed with the client by way of a Bill of Costs reliance was made on Section 45 (6) of the *Advocates Act* which provides:

(6) Subject to this section, the costs of an advocate in any case where an agreement has been made by virtue of this section shall not be subject to taxation nor to section 48.

17. It was opined the subject Bill of Cost was not well founded on law, the only claim the Respondent may have against the Applicant is contractual claim based on the remuneration agreement. Reliance was made on the case of *Sifa International v Board of Trustees NSSF* (2018) eKLR it was held as follows: -

‘The law firm has deposed in the replying affidavit that the agreement reached on 6. 8. 2010 was binding on both parties. It is my considered view again that it is not open for the advocate to do and a fresh bill of costs merely on account of the demand for the refund being demanded by the applicant. His fee note dated 11th June 2010 was construed to contain the entire costs for services rendered. Once the same was negotiated and agreed, the final figure reached then became the fees due and payable. The advocate seems to want to rely on this agreement and ran away from it at the same time.’

18. In *Corporate Insurance Company Limited v Kang’ethe & Mola Advocates* (2021) e KLR, it was held that: -

“... settlement of the Advocates Fee Note constituted an agreement on the terms proposed in the fee and based on the first principles of the law of contract, the offer by the Advocates contained in fee was accepted by the Applicant who paid the consideration by way of settling it. If there is any outstanding interest, the Advocates are entitled to claim it through a suit for recovery.

In other words, I find that the issue of fees was duly settled when the fee note was paid as such the Deputy Registrar does not have jurisdiction to tax the bill under section 45(6) of the *Advocates Act* as the settlement constitutes an agreement between the parties. The consequence of the above findings is that the Applicant’s application dated 14th January 2021 is allowed and the Advocates’ Bill of Costs dated 11th November 2020 be and is hereby being struck out.”



19. It was averred that the powers and duties of the Taxing Officer are spelt out in the Advocates Remuneration Order as well as various case law and there is no legal provision which confers the Taxing Officer with Jurisdiction to handle disputes relating to Contractual obligations between an Advocate and a client. Advocate for the Applicant relied in the case of *Corporate Insurance Company Limited v Kang'ethe & Mola Advocates* (*supra*), Majanja J stated that: -

“I therefore settlement of the Advocates Fee Note constituted an agreement on the terms proposed in the fee and based on the first principles of the law of contract, the offer by the Advocates contained in fee was accepted by the Applicant who paid the consideration by way of settling it. If there is any outstanding interest, the Advocates are entitled to claim it through a suit for recovery. In other words, I find that the issue of fees was duly settled when the fee note was paid as such the Deputy Registrar does not have jurisdiction to tax the bill under section 45(6) of the *Advocates Act* as the settlement constitutes an agreement between the parties.”

20. As to the instant case if (a) is in the affirmative, whether the Learned Taxing Officer erred in principle by holding that the Applicant had not paid the legal fees, it was contended on behalf of the Applicant that after the Respondent had filed his Bill of Cost, the Applicant filed his Replying Affidavit opposing the Bill of Costs averring that he had offset the agreed legal fees for the sale agreement. That in legal principle of “he who alleges must prove” which is founded in Sections 107, 108 and 109 of the *Evidence Act* the Applicant attached evidence of receipts of payment of legal fees which were:

- i. Family Bank Receipt- Kshs 565,000/-
 - ii. Mpesa Statement- Kshs 100,000/-
 - iii. KCB Funds Transfer Receipt- Kshs.150,000/-
- Total Kshs. 815,000/-

21. Contending that evidence tendered by the Applicant is apparent that he paid a total sum of Kshs 815,000/- as fees for the sale agreement. The total agreed fees between the parties was the sum of Kshs 807,000/- as evidenced by the Fee Note adduced as evidence.

22. Further, it was submitted that the Applicant was not the Legal Representative of the Succession Cause and as such no justification for him to pay the Succession Cause’s legal fees.

23. It was finally averred that the Taxing Officer erred in principle by holding that the sum of Kshs 815,000/- was for the settlement of the Succession Cause’s fees which was 250,000/-

Respondents Submissions

24. The Respondent filed his Submissions dated 9th February,2023 and filed on 13th February,2023.

Submissions on the Notice of Preliminary Objection

25. It was contended by the Respondent that the Applicant herein had filed an application dated 9th December,2021 seeking orders that the Court do enlarge the time within which to file a Reference against the decision of the Taxing Officer delivered on 10th November,2021 in Machakos High Court Miscellaneous Application No. E089 of 2021: B. M Mungata & Company Advocates versus John Muthini Kamia.



26. That the Applicant ought to have filed the reference by the 3rd August,2022 following the Ruling by this Honorable Court. However, the Applicant filed the the said reference on 15th August,2022 and served it upon the Respondent on 27th September,2022 clearly outside timelines stipulated by this Court.
27. It is contended that the Applicant herein has shown lightly he takes this Court and the orders issued by this Court. Reliance was made in the case of *Trusted Society of Human Rights Alliance v Cabinet Secretary for Devolution and Planning & 3 Others* (2017) eKLR where the court stated that; -
- “It is essential for the maintenance of the Rule of Law and order that the authority and the dignity of our Courts are upheld at all times. The Court will not condone deliberate disobedience of its orders and will not shy away from its responsibility to deal firmly with proved contemnors. It is the plain and unqualified obligation of every person against or in respect of whom, an order is made by Court of competent jurisdiction, to obey it unless and until that order is discharged...”
28. It was submitted that the Applicant was guilty of unreasonable delay and reference ought not to be entertained by this Honorable Court. reliance was made in *Jaber Mohsen Ali & Another v Priscillah Boit & Another* E&L No 200 of 2012 (2014) as considered by the court in the case of *Andrew Shisala Angalushi v Zephenia .K. Yego & Ayinga Asiligwa Chanzu* (2020) eKLR, where it was stated that;-
- “The question that arises is whether this application has been filed after unreasonable delay. What is unreasonable delay is dependent on the surrounding circumstances of each case. Even one day after judgment could be unreasonable delay depending on the judgment of the court and any order given thereafter. In the case of Christopher Kendagor v Christopher Kipkorir, Eldoret ELC 919 of 2012 the applicant had been given 14 days to vacate the suit land. He filed an application one day after the 14 days. The application was denied, the court holding that, the application ought to have come before expiry of the period given to vacate the land.”
29. It was opined that the Honorable Court finds that the Notice of Preliminary Objection is quite merited and proceed to strike out the reference for having been filed out of time.

Submissions on the Reference dated 9th December,2021

30. Here the Respondent placed reliance in *Premchand Raichand Ltd & Another v Quarry Services of East Africa Ltd & Others No. 3* (1972) EA 162 and considered by the Court in the case of *Keziab Gathoni Supeyo v Yano t/a Yano & Company Advocates* (2019) eKLR;
- “... Where the court stated as follows on the principles on taxation: (a) successful litigant ought to be fairly reimbursed for costs he has had to incur (b) That costs be, not allowed to rise to such level as to confine access to justice to the wealthy. (c) that the general level of remuneration of advocates must be such as to attract recruits to the profession and (d) that as far as practicable there should be consistency in the awards made. (e) that there are no mathematical formulae to be used by the taxing master to arrive at the precise figure. Each case has to be decided on its merits and circumstances (f) the taxing officer has discretion in the matter of taxation but he must exercise the discretion judiciously and not whimsically (g) the court will only interfere when the award of the taxing officer is so high or so low as to amount to an injustice to one party.?”



31. It was opined that there were two distinct instructions given by the Applicant to the Respondent herein. The said sum of Kshs 250,000/= paid was part fees in the Succession matter being Machakos Succession Cause No. 28 of 2019 while there was also instruction on representing the Applicant in the conveyance process over the subject property known as Mavoko Town Block 3/3183, averring that these are two very distinct causes of action which shall attract fees separately.
32. It was submitted further that the Applicant herein is on a fishing expedition seeking ways on how to avoid payment of legal fees which are duly entitled to the Respondent. That the reference dated 9th December, 2021 is devoid of merit and be dismissed with cost to the Respondent.

Determination

33. The Court considered pleadings and written submissions of the Preliminary Objection and the Substantive Reference.

Preliminary Objection

34. The essence of a preliminary objection was given by Law, JA and Sir Charles Newbold P. in *Mukisa Biscuits Manufacturing Co Ltd v West End Distributors* (1969) EA 696. At page 700, Law, JA stated that:

“..... a preliminary objection consists of a point of law which has been pleaded, or which arises by clear implication out of pleadings, and which if argued as a preliminary point may dispose of the suit. Examples are an objection to the jurisdiction of the court or a plea of limitation or a submission that the parties are bound by the contract giving rise to the suit to refer the dispute to arbitration.”

35. The Respondent raised the Preliminary Objection on the basis that this Court on 21/7/2022 delivered Ruling and enlarged time to file Reference to 14 days from the date of Ruling. The Respondent asserted that the Applicant filed the Reference on 15/8/2022 instead of 3/8/2022 instead of seeking further enlargement of time, the Respondent asserted the Applicant filed the reference out of time.
36. The applicant submitted that the Reference was filed out of time as the Ruling of 21/7/2022 was delivered on notice and the Notice was not received by the Applicant and Respondent and hence complied after they received the Ruling.
37. This Court is to determine whether based on the deposed facts there is a competent reference before Court for hearing and determination or not. The Court record confirms that the Ruling of 21/7/2022 was scheduled to be delivered on 16/6/2022 but delivered on Notice on 21/7/2022. It is conceded that the specific notice to parties/advocate as is sent out in advance by the Deputy Registrar was not issued but the Ruling was on the cause list and the Ruling was delivered in the absence of both parties/Counsel.
38. Secondly, the computation of 14 days ought to exclude weekends which would lead up to 11-12 August 2022 and not 3/8/2022 as alleged and one has to include days when the Registry is open to file pleadings.

Order 50 Rule 2. [CPR](#)2010 provides;

Exclusion of Sundays and public holidays

Where any limited time less than six days from or after any date or event is appointed or allowed for doing any act or taking any proceedings, Sunday, Christmas Day and Good



Friday, and any other day appointed as a public holiday shall not be reckoned in the computation of such limited time.

The Court relies on Section IA IB & 3A of CPA & Article 159 CoK 2010 and 11(1) of Advocates Remuneration Order that provides;

Should any party object to the decision of the taxing officer, he may within fourteen days after the decision give notice in writing to the taxing officer of the items of taxation to which he objects.....

(4) The High Court shall have power in its discretion by order to enlarge the time fixed by subparagraph (1) or subparagraph (2) for the taking of any step; application for such an order may be made by chamber summons upon giving to every other interested party not less than three clear days' notice in writing or as the Court may direct, and may be so made notwithstanding that the time sought to be enlarged may have already expired.

39. Therefore, from the above provisions, The Court finds that the Applicant complied with the Court order of filing the Reference within the prescribed 14 days taking into account, the Ruling was delivered in the absence of the parties/Counsel and not counting Saturday as it is not a working day & Sunday, the difference was 2-3 days which due the explained circumstances that this Court failed to serve notice(s) is hereby deemed to have been filed within the requisite time 14 days. The Preliminary objection is dismissed.

Reference

40. The Applicant's submissions depict the bone of contention as the jurisdiction of the Taxing Officer to tax the Bill of Costs or not. The Applicant takes the view that the client and Advocate had a retainer and had agreed on the sum which was to be paid and that where an advocate and client agree to the legal fees to be paid, the same amounts to an agreement as stipulated in Sections 44 (4) and 45 of the Advocates Act.

41. The Applicant stated the Advocate was barred from pursuing any further fees outside what had been agreed with the client by way of a Bill of Costs reliance was made on Section 45 (6) of the Advocates Act which provides:

(6) Subject to this section, the costs of an advocate in any case where an agreement has been made by virtue of this section shall not be subject to taxation nor to section 48.

42. Therefore, the Bill of Cost was not well founded on law, the only claim the Respondent may have against the Applicant is contractual claim based on the Remuneration Agreement.

43. The Respondent deposed that there were two distinct instructions given by the Applicant to the Respondent herein. The said sum of Kshs 250,000/= paid was part fees in the Succession matter being Machakos Succession Cause No. 28 of 2019 while there was also instruction on representing the Applicant in the conveyance process over the subject property known as Mavoko Town Block 3/3183 for the sum of Ksh 37 million and that these are two very distinct causes of action which shall attract fees separately.

44. The Applicant submitted further that the Applicant herein is on a fishing expedition seeking ways on how to avoid payment of legal fees which are duly entitled to the Respondent. That the reference dated 9th December, 2021 is devoid of merit and be dismissed with cost to the Respondent.



Case-law

45. In *Abmednasir Abdikadir & Co. Advocates v National Bank of Kenya Ltd* (2007)eKLR, Osiemo J. (as he then was), observed that:-

“Justice L. Njagi pointed out as follows in HCCC No. 416 of 2004, *Nyakundi & Company Advocates v Kenyatta National Hospital Board* (unreported) and gave the definition and form of retainer from Halsbury’s Laws of England, 4th Edition, at paragraph 99, page 83 where it stated:

“the act of authorizing or employing a solicitor to act on behalf of a client constitutes the solicitor’s retainer by that client. Thus, the giving of a retainer is equivalent to the making of a contract for the solicitor’s employment...”

Njagi J. pointed out that in the same work, it is further explained that a retainer need not be in writing, unless under the general law of contract, the terms of the retainer or the disability of a party to it makes writing requisite. It is then further stated, the Judge added, at paragraph 103:

“Even if there has been no written retainer, the court may imply the existence of a retainer from the acts of the parties in the particular case...”

46. In the case of *Omulele & Tollo Advocates v Mount Holdings Ltd* C.A.75 of 2015 which held;

A retainer means the instruction, employment or engagement of an advocate by his client.

On the other hand, a retainer agreement is merely a contract in writing prescribing the terms of engagement of an advocate by his client, including fees payable. Therefore, it is submitted while a retainer denotes a relationship between parties, the retainer agreement is merely the physical written document or manifestation of such a relationship.....

47. In the case of *Ochieng Onyango and Kibet & Ohaga Advocates v Akiba Bank Limited* (*supra*) on determining instructions.

“The retainer is the foundation upon which the relationship of Advocate/client rests. Without a retainer the relationship cannot come into being. Retainer is the mode and method in which the Advocate accepts the offer of employment by the client. It can be express or by implication. The Advocates undertake to fulfill certain obligation and binds himself to protect, preserve and safeguard the interest of the client in a particular matter.

It is the position of the law that if there is no evidence of retainer except the oral statement of the Advocate which is contradicted by the client, the court will treat the Advocate as having acted without authority/permission.”

48. From the above case-law there was retainer between the advocate and the client in Succession Cause Machakos Succession Cause No. 28 of 2019 which has not been denied or contested. Secondly, there was a Conveyance of Mavoko Town Block 3/3183 between the Applicant & Purchaser Kenya National Union of Teachers as per the Sale Agreement attached in the List of Documents Annexure 1. Although the property is listed by the name of Joseph Munyao Kombo, it is the family of the deceased and the Applicant who sold and benefited from proceeds of sale.



49. The annexed Sale Agreement is between John Muthini Kamia 1st Seller (Applicant)& Francisca Laeli Joseph (2nd Seller) The bill was taxed at Ksh 672,800/- as Instruction Fees & VAT. Items 2-19 were all taxed off and contained in the Instruction Fees.
50. The Applicant is not contesting services delivered but the taxation of the Bill of Costs on the basis that they had a contractual Agreement. This Court finds from the record there was a Retainer but no Retainer Agreement that is a contract in writing prescribing the terms of engagement of an advocate by his client, including fees payable, which would oust the jurisdiction of the Taxing Officer to tax the Bill of Costs.

Disposition

1. In the absence of such Retainer Agreement, and no contest to Advocate -Client relationship in the Succession Cause Machakos Succession Cause No. 28 of 2019 and the fact that there were 2 transactions, the sale of suit property as shown by sale Agreement between John Muthini Kamia (1st Seller) and Francisca Laeli Joseph (2nd Seller) to Kenya National Union of Teachers (Purchaser) over Mavoko Town Block 3/3183 valued at Kshs.37 million, the taxation is upheld and Reference is dismissed.

**DELIVERED SIGNED & DATED IN OPEN COURT IN MACHAKOS ON 31ST MAY, 2023
(VIRTUAL/PHYSICAL CONFERENCE)**

M.W.MUIGAI

JUDGE

IN THE PRESENCE/ABSENCE OF:

MR. MUTINDA FOR THE APPLICANT

MR. MUNG'ATA -FOR THE RESPONDENT

GEOFFREY/PATRICK - COURT ASSISTANT(S)

