



**Lorenon v Kanda & 5 others (Environment & Land Case
73 of 2009) [2023] KEELC 17881 (KLR) (31 May 2023) (Judgment)**

Neutral citation: [2023] KEELC 17881 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT KITALE
ENVIRONMENT & LAND CASE 73 OF 2009**

FO NYAGAKA, J

MAY 31, 2023

BETWEEN

WILLIAM MURKOMEN LORENON PLAINTIFF

AND

JOHN KANDA 1ST DEFENDANT

MUSA TALAI CHELANGA 2ND DEFENDANT

GEORGE KANDA 3RD DEFENDANT

ISAAC KANGOGO 4TH DEFENDANT

**COUNTY LAND ADJUDICATION & SETTLEMENT OFFICER, TRANS NZOIA
COUNTY 5TH DEFENDANT**

THE ATTORNEY GENERAL 6TH DEFENDANT

JUDGMENT

1. The Plaintiff filed this suit against the six (6) Defendants herein. He relied on his Plaintiff further amended on 22/01/2020 and filed on 24/01/2020. He sought in it the following reliefs:
 - i. A declaratory order holding that the Plaintiff is the lawful owner of the land parcel known as Milimani Settlement Scheme Plot No. 686 measuring 2 ½ acres;
 - ia. A declaratory order holding that the Plaintiff's land parcel no. Milimani Settlement Scheme Plot No. 686 Abuts Land Parcels Milimani Settlement Scheme Plot No. 685 & 687.
 - ii. A mandatory injunction to issue against the Defendants compelling the Defendants to vacate the Plaintiff's lawful parcel known as Milimani Settlement Scheme Plot No. 686 and to restore the initial boundary as established by the government surveyors;



- iii. An order of permanent injunction to issue against the Defendants, their servants and/or agents restraining them from entering, trespassing, cultivating or in any other way interfere with the Plaintiff's peaceful possession and use of his land parcel known as Milimani Settlement Scheme Plot No. 686;
 - iv. Cost;
 - v. Any other relief that this Honorable Court may deem just and fit to grant.
2. The 1st and 2nd Defendants entered appearance on 06/08/2009. They filed their joint statement of Defence and Counterclaim dated 27/03/2012 on 17/04/2012. In their Counterclaim, the 1st and 2nd Defendants sought the following reliefs:
- a. A declaration that the Plaintiff is a trespasser on plots no. 685 and 687 in Milimani Settlement Scheme, Cherangany within Trans Nzoia West District;
 - b. A mandatory injunction to compel the Plaintiff to vacate plots no. 685 and 687 in Milimani Settlement Scheme, failing which he will be evicted;
 - c. Mesne profits;
 - d. Costs and interest.
3. The 3rd and 4th Defendants filed their joint statement of Defence and Counterclaim dated 12/02/2018 on 23/04/2018 which was replied and defended by the Plaintiff on 18/05/2018. The 3rd and 4th Defendants sought the following reliefs:
- a. A declaration that the Plaintiff is a trespasser on plot no. 687 and 685 Milimani Settlement Scheme;
 - b. An order for eviction of the Plaintiff from three (3) acres or thereabout part of plot no. 687 and 685 Milimani Settlement Scheme failing which he be evicted there from with the assistance of the OCS Cherangany Police Station and the assistant County Commissioner Cherangany Division;
 - c. Permanent injunction;
 - d. Costs and interest;
 - e. Any other relief the Honourable Court may deem fit and just to grant.
4. The 5th and 6th Defendants entered appearance on 24/07/2020. They filed their joint statement of Defence dated 27/07/2021 on 30/07/2021. The Plaintiff replied the same on 10/09/2021.

The Plaintiff's Case

5. It was the Plaintiff's case that Joseph Biwot Limo, PW2, successfully acquired ownership of the suit land during an allotment exercise. He was informed by the Director of Land Adjudication and Settlement Officer on 27/11/1996 through the document produced as PExh.3a, that he was offered Milimani Settlement Scheme Plot No. 686 measuring approximately 2.5 acres. It borders plot numbers 685 and 687.
6. The letter of offer, valid for ninety (90) days, urged PW2 to pay the 10% deposit towards the plot failing which the offer would have automatically determined without further notice. He was issued two (2) receipts referenced no. 468500 dated 09/05/1997 for the sum of Kshs. 550.00 which he produced



- as PExh.3b and reference no. 060393 dated 13/08/2003 for payment of a sum of Kshs. 4,200.00, produced as PExh.3c. The said Kshs. 4,200.00 arose from the funds he had received from the Plaintiff when he sold the suit land.
7. Upon its acquisition, PW2 wrote to the Land Settlement Office on 24/04/2009. In pursuance of that letter, PW2 was taken to the ground where they placed the map on the ground tallying with the allotment letter. He was then shown the exact location of the suit land and the beacons. He then started farming. He planted maize and sugar for about seven (7) years until he met William Murkomen, Pw1 the Plaintiff herein.
 8. The Plaintiff's further case is that he purchased the suit land namely Milimani Settlement Scheme Plot No. 686 From Joseph Biwot Limo at a cost of Kshs. 150,000.00 for which he paid by cheque whose deposit slip dated 12/08/2003 he produced as PExh.3d to evidence it. Under the terms of the sale agreement dated 12/08/2003 which was produced as PExh.1, it was acknowledged that on execution the Plaintiff had fulfilled its financial obligations. He produced the receipt no. 756 in support of legal fees at Kshs. 1,000.00 which he produced as PExh.2.
 9. Towards fulfilling his quid pro quo obligation, PW2 endeavored to introduce the Plaintiff to the directors of Milimani Settlement Scheme and amend the changes in ownership. Upon completion of the purchase price, the Plaintiff took possession of the suit land by erecting a dwelling house, a store and setting up other improvements.
 10. Sometime in 2006, the 1st and 2nd Defendant claimed that the suit land belonged to him. They brought surveyors, in the Plaintiff's absence, to subdivide the suit land into two (2) plots.
 11. The Plaintiff acknowledged that the 3rd and 4th Defendants are owners of plot numbers 687 and 685 respectively. He thus had no claim against them. He however observed that the 2nd Defendant was in occupation of the 4th Defendant's parcel of land namely Milimani Settlement Scheme Plot No. 685 While The 1st Defendant Is In Occupation Of The 3rd Defendant's Parcel Of Land Namely Milimani Settlement Scheme Plot No. 687.
 12. The 1st and 2nd Defendants lodged a complaint at Kitale Police Station claiming that the Plaintiff had trespassed on their land. He was summoned on 04/05/2009 (PExh.4) prompting the Plaintiff to file this suit.
 13. On 29/10/2013, the Plaintiff was summoned by the District Land Adjudication and Settlement Officer with a view to establishing the boundaries that would generate a mutation form to amend the Registry Index Map (R.I.M) produced as PExh.5.
 14. Pursuant to the orders of this court, the County Surveyor visited the suit land on 24/01/2014 in the presence of the Plaintiff, the 1st and 3rd Defendants. In his findings captured in his report dated 06/02/2014 produced as PExh.7a, it was discovered that the Plaintiff had been in occupation of land falling between 685 and 687 appearing on sheet three (3) since 1997. He had since erected four (4) houses out of which one was permanent in its nature. He also planted gravellier trees fronting the main road leading to parcel 685, 687 and others.
 15. The surveyor recommended that the status quo be maintained pending the processing of the R.I.M to conform to the mutation. He observed that parcel 686 on sheet one (1) was rocky and had been occupied by hostile squatters. He added "since no. 686 has been ratified to be on sheet 3, this position on sheet 1 is going to be issued with a new number in the millimani series".



16. In its letter dated 09/09/2014 (PEXh.6a), the Director of Land Adjudication and Settlement forwarded two (2) mutation forms numbered 04042866 and 04042867 to the County Surveyor for their further action. The mutation form of the suit land dated 12/09/2014 was produced as PEXh.6b.
17. The Plaintiff produced as PEXh.7b a receipt dated 12/09/2014 for the sum of Kshs. 4,000.00 being payment of the survey. The Plaintiff relied on the R.I.M produced as PEXh.8a to state that the suit land borders plot numbers 685 and 687. He produced a receipt dated 26/09/2014 for the sum of Kshs. 300.00 which was produced as PEXh.8b being payment for the R.I.M.
18. On 29/04/2019, this court found that the surveyor's report dated 06/02/2019 was inconclusive. The court thus directed the county surveyor to conduct a fresh survey. Thus on 23/07/2019, the surveyor visited the suit land in the presence of inter alia, the Plaintiff, PW2 (who confirmed that it was the same property as identified by the surveyor as the one allotted to him in 2009), the senior chief Milimani Location the 1st and 2nd Defendants.
19. In his findings, parcels 685 (measuring 1.80 acres), 686 (measuring 2.10 acres) and 687 (measuring 1.30 acres) are arranged in ascending order from the eastern side to the western side. It was further established that all parcels had boundaries clearly marked by fencing. Those findings were captured in his report dated 05/08/2019 produced as PEXh.9. The Plaintiff paid the survey fees. He produced as PEXh.11 and PEXh.12 two receipts dated 17/07/2019 for the sum of Kshs. 6,000.00 and another dated 23/07/2019 for the sum of Kshs. 3,000.00.
20. In compliance with those findings, the R.I.M was amended. The Plaintiff relied on the county surveyor's letter dated 05/08/2019 which he produced as PEXh.10 stating as such forwarding a copy of the amended registry index map.
21. In light of the above, the Plaintiff urged this court to grant the reliefs sought.

The 1st Defendant's case

22. The 1st Defendant DW1 acknowledged that PW2 sold land to PW1. He was, at that time, in occupation of plot no. 687 belonging to his brother the 3rd Defendant. He testified that the Plaintiff had encroached on plot no. 687 excising 1.2 acres from it. He thus complained to the survey's office so as to identify the boundaries on the ground in 2006.
23. The survey office visited the ground on 28/03/2009 in the presence of the Plaintiff, the 1st Defendant (a proxy to the 3rd Defendant) while the 2nd Defendant represented the interests of the 4th Defendant. During the exercise, beacons were erected out of which it was identified that the Plaintiff's plot bordered plot no. 627 and 844 and wasn't abut of plots no. 685 and 687.
24. The 1st Defendant contended that after the exercise, the Plaintiff became hostile and removed the beacons in the absence of the surveyors. He reported the Plaintiff to the chief.
25. The surveyors reported that on returning to the ground on 31/03/2009, the Plaintiff had uprooted the beacons and vanished. The following day, the Plaintiff apologized to the 1st Defendant and urged him to continue cultivating on his suit land. One (1) month later however, after planting maize, the Plaintiff chased away the 1st Defendant.
26. The 1st Defendant claimed 1.2 acre ownership of the plot no. 687 in 2002. He testified that it was sold to him by his brother, the 3rd Defendant who subdivided the plot into two parts (2) measuring 1.3 acres and 1.2 acres each. He relied on a copy of a sketch map marked 'DMFI1' and 'DMFI4' in support



of his defence. He relied on the said document dated 28/04/2009 to state that plot no. 687 did not boarder plot no. 686.

27. During the exercise that occurred on 05/08/2019, the 1st Defendant in attendance, declared that he was the owner of plot no. 687. He rejected the findings of that report produced as PExh.9 together with that with those in PExh.7a.
28. In light of the above, the 1st Defendant urged this court to dismiss the Plaintiff's claim and allow his Counterclaim with costs.

The 2nd Defendant's Case

29. In or about 2008, the 2nd Defendant DW2, after living on plot no. 685 for two (2) years, purchased 1.5 acres from the 4th Defendant while one (1) acre was purchased by a lady identified as SUSAN. He also claimed ownership of 1.5 acres from the 3rd Defendant on plot no. 687 on 10/04/2015.
30. Following purchase, the 2nd Defendant asked surveyors to point out the beacons to him. Upon identification, the Plaintiff entered his portion of land without permission and demolished his structure. He reported the matter prompting the police to summon the Plaintiff at Cherangany Police Station on 30/08/2009. Police officers, in the presence of the Plaintiff, PW2, the 1st and 2nd Defendants, directed the Lands office to verify and ascertain the boundaries. This is what prompted the creation of 'DMFI1' and 'DMFI4' that stated that plot no. 687 did not boarder plot no. 686. He however acknowledged that as per PExh.8a, they actually were adjacent to each other.
31. While at the Police Station, PW2 assaulted the 2nd Defendant. Thereafter they appeared before the District Commissioner. On 15/09/2014, Advocate Chebii wrote to the Land Adjudication Officer requesting that the status quo in the suit land be preserved pending the hearing and determination of the present dispute.
32. The 2nd Defendant acknowledged the reports produced as PExh.7a and PExh.9 but rejected their findings. He emphasized that he claimed three (3) acres from the Plaintiff. He prayed that the Plaintiff's suit be dismissed with costs and that his Counterclaim be allowed with costs.

The 3rd Defendant's Case

33. The 3rd Defendant DW3 testified as the proprietor of plot no. 687 measuring 2.5 acres. His evidence was that the said plot was acquired by way of allotment vide an allotment letter dated 27/11/1996. The letter of offer, valid for ninety (90) days, urged him to pay the 10% deposit towards the plot failing which the offer would have automatically determined without further notice.
34. The beacons were identified and fixed stating that his plot boarded that of the 4th Defendant namely plot no. 687. Owing to personal commitments, the 3rd Defendant asked the 1st Defendant to take care of the plot on his behalf. He would later sell a portion of that plot measuring 1.2 acres to him.
35. In 2009, the Plaintiff herein invaded part of his and that of the 4th Defendant's parcels of land to the tune of three (3) acres alleging he occupied and owned plot no 686. According to the 3rd Defendant, that assertion was false as PW2's plot sold to the Plaintiff was located about two (2) kilometers away.
36. Following the dispute, the matter was reported at Cherangany Police Station where it was determined that the Plaintiff was a trespasser. He was thus ordered to surrender the portion he had occupied and vacate. Instead of leaving as directed, the Plaintiff filed the present suit alleging that the 3rd Defendant was a trespasser.



37. The 3rd Defendant lamented that the Plaintiff's actions have resulted in damage, suffering and loss. He claimed for 2.5 acres of his land. He urged this court to allow his Counterclaim and dismiss the Plaintiff's suit with costs.

The 4th Defendant's Case

38. The 4th Defendant DW4 testified that he acquired plot no. 685 measuring 2.5 acres by way of allotment letter dated 27/11/1996 which was produced as DExh.1. The letter of offer, valid for ninety (90) days, urged PW2 to pay the 10% deposit towards the plot failing which the offer would have automatically determined without further notice.
39. The plot was thereafter identified on the ground by surveyors who had set up beacons therein. Corroborating the evidence of DW3, the 4th Defendants testified that his plot borders that of the 3rd Defendant namely plot no. 687.
40. Since he was unable to reside on his plot, the 4th Defendant requested the 2nd Defendant to occupy the same and take care of it. However, the Plaintiff later forcefully and wildly claimed ownership over an excised portion of his and the 3rd Defendant's parcels.
41. Following the apparent dispute, the matter was referred to the local administration police and the lands office where it was established that the plot claimed was located two (2) kilometers away from his land. As a result, the Plaintiff was asked to vacate the suit land. Instead of vacating however, the Plaintiff sued the Defendants.
42. The 4th Defendant stated that the Plaintiff erected houses on the disputed portion. He thus urged this court to order the Plaintiff to remove the structures and that he be evicted. He prayed that his suit be allowed and that of the Plaintiff be dismissed.

The 5th and 6th Defendants' Case

43. The 5th and 6th Defendants jointly called Dw5 Crecencia Atieno Nyanga an S.F.T (Settlement Fund Trustee) officer to testify on their behalf. According to their records, DW5 testified that plot no. 686 was allotted to PW2 in December 1996.
44. When PW2 proceeded to occupy the suit land, he discovered that it was not measuring 2.5 acres as estimated in the allotment letter prompting DW5's officers to visit the ground. PW2 wrote a letter dated 24/04/2009 produced as DExh.2 disclosing this.
45. It transpired that the PW2's allocation on the map did not tally with what was on the ground. A report was made to the Director of Land Adjudication and Settlement office indicating that PW2 was allocated land on the ground that excised portions of plot no. 685 and 687 separating these two (2) adjacent plots yet plot no. 686 was in a different sheet map. They further took note of the fact that PW2 made considerable developments to the suit land by building a structure and planting bananas.
46. Upon receipt of the report, the Director ordered for the generation of a mutation form to create a new parcel occupied by the PW2 as stated in his letter dated 29/10/2013 produced DExh.3. The reason was twofold; PW2 had made considerable developments to that portion of land and there was need to create a sequence on the parcels of land situated therein.
47. Following those directions, a mutation was done and plot no. 686 was removed from the separate sheet and placed where PW2 had occupied physically abutting plot no. 685 and plot no. 687 as seen in the letter dated 08/03/2017 together with a copy of the sketch map produced as DExh.5. She thus concurred with the findings embedded on PExh.8a which tallied with DExh.5.



48. Plot no. 1646 took the original place of plot no. 686 located between plot no. 627 and plot no. 844. Additionally, plot no. 685 was found to measure 1.8 acres, plot no. 686, 2.1 acres while plot no. 687 was found to measure 1.3 acres during that exercise. Boundary markings were placed. No party was found to have encroached on another person's land. Two (2) mutation forms were forwarded to the County Surveyor for his further action vide a letter dated 09/09/2014 produced as DExh.4.
49. In the normal conduct of business, although indicating the acreage of the plots allotted in the allotment letter, DW5 explained that once an allottee duly fulfills their obligations, the S.F.T would then go to the ground and establish the exact acreage before issuance of a title deed since the allotment letter only issues an estimate size.
50. DW5 conducted a search on 10/06/2021 over plot no. 685, 686 and 687. According to the search results, all the properties continue to belong to the Settlement Fund Trustee (S.F.T) because none of the parties have fulfilled their obligations. The Applications and search certificates were produced in a bundle and marked DExh.6.
51. DW5 explained that before the creation of a final map (R.I.M), several rough maps would precede the final one. Rough maps are not authoritative documents as they are subject to amendments. Additionally, she did not have documents supporting a transaction between the Plaintiff and PW2. She confirmed that their office received only one (1) complaint from the Plaintiff alone.

Submissions

52. At the close of hearing, parties gave the Court their respective written submissions. The Plaintiff's submissions dated 27/01/2023 urged this court to allow his Plaint and dismiss the Counterclaim with costs. The 5th and 6th Defendants' written submissions dated 10/02/2023 urged that plot no. 686 remains located between plot no. 685 and 687 and that 2.5 acres was an estimation and not the actual size of the plots.

Analysis and Disposition

53. I have carefully considered the pleadings, scrutinized the evidence and considered the law applicable. This court postulates that the following issues fall for determination and are analyzed sequentially as follows:
 - i. The location of Plot No. 686
54. The location of Milimani Settlement Scheme plot no. 686 was a hotly contested issue. On one hand, the 1st – 4th Defendants by way of a conglomerate voice, testified that it was located some two (2) kilometers away from their plots no. 685 and 687 adjacent to each other. On the other hand, the Plaintiff maintained that the suit land stood between the two (2) plots.
55. According to the fact sheet, PW2 was on 27/11/1996 allotted Milimani Settlement Scheme Plot No. 686 estimated to measure approximately 2.5 acres. However, when taken on the ground, PW2 discovered that the portion of land allotted to him was located on a different place on the ground.
56. DW5 ascertained that according to the records of the S.F.T, plot no. 686 was allotted to PW2 in December 1996. For reasons that its acreage did not tally with what was stated on the allotment letter, DW5's officers were sent on the ground. It was revealed that PW2 had been allocated a plot where plot no. 1646 lies situated.



57. During that exercise, it was noted that PW2 had been in occupation and had made several developments to the land situate between plot no. 685 and 687. In order to create a chronological sequence of plot numbers and further taking into account PW2's investments towards improvement of the parcel he had occupied, the Director Adjudication and Settlement Office ordered for the generation of a mutation form to create a new parcel occupied by the PW2.
58. This led to the creation of plot no. 686, removed from the separate sheet abutting plot no. 685 and plot no. 687. Those directions were captured in the subsequent sketch maps produced in evidence and marked DExh.5 and PExh.8a.
59. During that exercise, it was additionally established that the acreages for the suit plots are as follows: plot no. 685 measures 1.8 acres, plot no. 686 measures 2.1 acres while plot no. 687 measures 1.3 acres.
60. DW5 was confirmed to be competent and duly authorized to represent the 5th and 6th Defendants. She elaborately gave a historical abridgment into the status of the plots as they stood at the time of trial. Her evidence, although thoroughly cross examined, remained unwavering. DW5 explained away the testimonies of the 1st – 4th Defendants when she extensively led this court through the process of how plot no. 686 morphed from excised portions of plot 685 and 687 without any objection as to its process. To this end, I find that DW5 clarified and established that plot no. 686 remains abutted between plots no. 685 and 687. This brings me to my next issue for determination.

ii. Whether the parties herein are registered proprietors of the suit plots

61. The Plaintiff claims exclusive ownership over parcel no. 686. The 3rd Defendant claims ownership over plot no. 687 while plot no. 685 is claimed by the 4th Defendant. Additionally, the 1st Defendant claimed that he purchased a portion of the 3rd Defendant's parcel while the same purport was stated by the 2nd Defendant from the 3rd and 4th Defendants parcels of land.
62. It is trite law that an allotment letter in its nature is not a document of title and does not confer registrable ownership rights on its own. The court in *Mbau Saw Mills Ltd vs. Attorney General for and on behalf of the Commissioner of Lands) & 2 others* [2014] eKLR, had this to say about the nature of allotment letter:

“I have considered the evidence on record and the submission of the parties and do find that a letter of allotment was issued to Mr. Joseph K. Mugambi on 21/10/1971 with a condition to accept the offer within 30 days. He did not do so and thereafter the offer lapsed 30 days after it was made in accordance with the allotment letter. Having failed to accept the offer as stipulated in the letter of allotment Mr. J.K. Mugambi did not acquire interest in the unsurveyed lorry depot and therefore had no interest to transfer to the plaintiff. This court holds that a letter of allotment does not confer any property rights to a person unless there is acceptance and payment of the stand premium and ground rent. In the letter dated 17/6/1988 which was written about 17 years after the allotment letter was issued, the Commissioner of Lands confirmed that the plot was allocated to Joseph M. Mugambi in 1971 for lorry depot. However, the plot had neither been paid for nor an acceptance of the offer in the allotment letter made. The implication of this letter was that the allottee had not complied with the terms of the allotment letter and therefore the offer had lapsed. The offer having lapsed, the allottee Mr. Joseph M. Mugambi did not have any interest to transfer to the plaintiff and therefore all transactions between the allottee and the plaintiff were a nullity in law.”



63. DW5 testified that plots no. 685, 686, and 687, although allotted to PW2, the 4th and 3rd Defendant's respectively, were not transferred to confer ownership to them because they had not fulfilled their financial obligations as set out in the separate allotment letters.
64. DW5 conducted a search on 10/06/2021 over plot no. 685, 686 and 687. According to the search results, all the properties continue to belong to the Settlement Fund Trustee (S.F.T) because none of the parties have fulfilled their obligations.
65. It is my considered view that the allotment letters bore the same terms and conditions as captured in DExh.1 and PExh.3a. Under the terms of engagement, the letter of offer read in part as follows:
- “ This offer is valid for 90 days from the date of this letter. Within this period, you should pay the 10% deposit for the plot and be documented accordingly, failure to which will lead to cancellation of the offer without further notice.”
66. All the parties to this suit failed to demonstrate the steps they took in fulfilling their financial obligations as captured in the allotment letters. Furthermore, as discerned from the search results in 2021, the properties are registered in S.F.T and not in their names.
67. In light of the above, I find that none of the parties have the locus standi to claim ownership over the suit plots without proving the contrary. All the properties belong to the S.F.T. For these reasons, I find that the Plaintiff's Plaint further amended on 22/01/2020 and filed on 24/01/2020 lacks merit. It is hereby dismissed with no order as to costs.
68. Similarly, so, the 1st and 2nd Defendants' joint statement of Defence and Counterclaim dated 27/03/2012 and filed on 17/04/2012 is hereby dismissed with costs to the Plaintiff while the 3rd and 4th Defendants' joint statement of Defence and Counterclaim dated 23/04/2018 and filed 12/02/2018 on is hereby dismissed with no order as to costs.
69. I further direct that in the interest of justice, the parties engage with the S.F.T. in order to find if the S.F.T. can consider giving the them the respective portions of land they claim to have been allocated, in terms of the respective numbers as 685, 686 and 687 in accordance with the location and RIM duly amended to reflect the consecutive numbers as are on the RIM and in the exact position as the S.F.T's records reflect.
70. Orders accordingly.

JUDGMENT DATED, SIGNED AND DELIVERED AT KITALE VIA ELECTRONIC MAIL THIS 31ST DAY OF MAY, 2023.

HON. DR. IUR FRED NYAGAKA

JUDGE, ELC KITALE

