



**Waita v Venture Holdings Limited (Environment & Land Miscellaneous
Case 4 of 2016 & Miscellaneous Application 5, 10, 13 & 85 of 2016
(Consolidated)) [2023] KEELC 20372 (KLR) (21 September 2023) (Judgment)**

Neutral citation: [2023] KEELC 20372 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT NAIROBI
ENVIRONMENT & LAND MISCELLANEOUS CASE 4 OF 2016 &
MISCELLANEOUS APPLICATION 5, 10, 13 & 85 OF 2016 (CONSOLIDATED)**

**EK WABWOTO, J
SEPTEMBER 21, 2023**

BETWEEN

EMILY MWENDE WAITA APPLICANT

AND

VENTURE HOLDINGS LIMITED RESPONDENT

JUDGMENT

1. On 13th May, 2020, this Court differently constituted consolidated the following matters which had initially been filed by different parties herein: ELC Misc. No. 4 of 2016, Emily Waita vs. Venture Holdings Limited, ELC Misc. No. 5 of 2016, Beatrice Akinyi Migoye vs. Venture Holdings Limited, ELC Misc. No. 10 of 2016 Chege Phares Thumbi & Christopher Theriki Echaria vs. Venture Holdings Limited, ELC Misc. No. 13 of 2016, Maria Njeri Matubia vs. Venture Holdings Limited, ELC Misc. No. 85 of 2018, Rose Mbarari Karingi vs. Venture Holdings Limited and ELC Misc. No. 333 of 2019, Tom Migiro Mokaya vs. Venture Holdings Limited.
2. Upon consolidation, ELC Misc. No. 4 of 2016, Emily Mwendu Waita vs. Venture Holdings Limited was deemed to be the lead file. Later, on 21st March, 2023, by the consent of the parties, ELC Misc. No. 333 of 2019, Tom Migiro Mokaya vs. Venture Holdings Limited was removed from the list of consolidated files.
3. The Applicant herein filed the Originating Summons dated 14th December, 2015 pursuant to Order 37 Rule 3 and 14 of the Civil Procedure rules seeking a determination of the following questions: -
 - i. Is the Respondent prevented from transferring the property to the Applicant by circumstances beyond its control?



- ii. Is the Respondent in breach of the terms of the Sale Agreement to complete the sale and transfer by 31st December, 2010?
 - iii. Is the Applicant entitled to a payment of Kshs 13,488,410.00?
 - iv. Should the Applicant after receiving the payment thereafter surrender the Apartment to the Respondent?
 - v. Who is to bear the costs of this suit?
4. The Applicant contended to have purchased and is in possession of the property known as Apartment No. B8 situate on third Floor Block B on L.R. 330/356 (Original Numbers 330/113/1) (the property) by a Sale Agreement dated 15th April, 2010.
 5. The Originating Summons was supported by the Applicant's Affidavit sworn on 14th December, 2015. The Summons was opposed by the Respondent who filed a Replying Affidavit sworn by Kwame Kariuki on 11th March, 2016.

The Applicant's case

6. It was the Applicant's case that on 15th April, 2010, she entered into a Sale Agreement for the purchase of the property known as Apartment Number B8 situated on third floor Block B erected on L.R. No. 330/113/1 from the Applicant who was in the process of purchasing the land from Grace Koni and thereafter building the apartments.
7. It was averred that the terms of the Sale Agreement were as follows; purchase price Kshs 7,750,000.00 and completion date being 31st December, 2010.
8. It was also the Applicant's case that she paid the Respondent a total of Kshs 8,238,410.00 and that despite payment being made, the Respondent has failed to register the transfer of the property in her name.
9. During trial, the Applicant relied on her Supporting Affidavit sworn on 14th December, 2015 and bundle of documents dated 29th April, 2019 in her evidence in chief.
10. It was her testimony that it is about 12 years and the Respondent is yet to transfer the property to her.
11. When Cross-Examined by counsel for the Respondent, she stated that she had never met any of the Respondent's directors before signing of the Sale Agreement.
12. When asked about the terms of the Sale Agreement, she stated that she understood the said terms before she signed the said agreement. She also stated that the agreement was clear to the effect that there were other terms and or conditions which were to be fulfilled and she was not sure if the other conditions had been met. She also stated that she understood paragraph 6 of the said agreement and she added that the sale agreement was to be read as a whole.
13. On further Cross-Examination, she also stated that the property is currently being occupied by her relative.
14. When re-examined, she stated that Grace Koni was not a signatory to the Sale Agreement. She also stated that the agreement did not state whether the Respondent had any title to the suit property. She also stated that the apartment was not complete at the time of purchase. She also reiterated that the completion date of the said agreement was 31st December, 2010.



The Respondent's case

15. The Respondent opposed the Originating Summons through a Replying Affidavit sworn by Kwame Kariuki on 11th March, 2016.
16. It was averred that the agreement for sale dated 15th April, 2010 contained standard terms and conditions which provided that the completion date was 31st October, 2010 or the 7th day next after issuance of the Certificate of practical completion by the relevant authority whichever would be later. Further completion as per paragraph 1.1 (d) of the agreement for sale was that it would only take place upon fulfillment of some conditions precedent, this being the successful registration of a lease in favour of the purchaser and upon payment of the balance of the standard premium including all other payments due from the purchaser to the vendor and/or its advocates.
17. It was also averred that the stand premium as per clause 3 of the Agreement for Sale was Kenya Shillings Seven Million Seven Hundred and Fifty Thousand only [Kshs 7,750,000.00). A sum of Kshs 775,000/= was paid as purchase price deposit before execution of the sale agreement and another sum of Kshs 387,500/= being further deposit to be paid on execution of the sale agreement. The balance of the purchase price being the sum of Kshs 6,587,500.00 was paid as follows:
 - a) Kshs 1,937,000.00 on or before 18th April 2010
 - b) Kshs 1,550,000.00 on or before 1st May 2010
 - c) Kshs 1,550,000.00 on or before 14th August 2010
 - d) Kshs 775,000.00 on or before 1st November 2010
 - e) Kshs 775,000.00 on or before the Completion Date
18. THAT further, time was of essence as regards the terms of the agreement and as per clause 12.2 of the Agreement for Sale the Applicant herein agreed that she had entered into the said agreement solely as a result of her own inspection of the premises and on the basis of the terms of the said agreement and not on reliance upon any representation either written or oral or implied made by or on behalf of the Vendor of anything whatsoever subject to the agreement.
19. It was also averred that owing to the above, it was clear that the Applicant knew or ought to have known beforehand and from the day she signed the sale agreement that the Respondent was not the registered proprietor of Sub-Portion A of Land Reference Number 330/350(Original Number 330/113/1). The Applicant was also aware of the capacity in which the Respondent had agreed to sell the suit property, the nature of the interest it had in the suit property and the other terms and conditions for sale.
20. It was also contended that the Applicant also knew that the Agreement for Sale dated 18th April 2010 was subject to the Interest of other parties under whom the Respondent had no control over and more so the interests of Grace Wanjiru Koni, the Vendor in the sale agreement dated 2nd July 2009. The Applicant was fully aware that the Respondent was just but a beneficial owner of Portion A and the said Agreement for Sale could be frustrated by circumstances beyond the Respondent's control.
21. It was averred that the Applicant after reading the contents of the agreement willingly and/or voluntarily made a choice to sign and have it executed, and to abide by its terms and conditions.
22. It was the Respondent's case that after signing the sale agreement the Respondent embarked on the process of having Sub-Portion A sub-divided from Land Reference Number 330/356 and the resultant Portion A transefered.



23. THAT contrary to the Respondent's expectation that the transfer of the said Portion A from Grace Wanjiru Koni to Venture Holdings Limited would be an easy and speedy process, the transfer turned out to be complicated due to breach of the terms and conditions of the sale agreement dated 2nd July 2009 by Grace Wanjiru Koni, the Vendor thereto.
24. THAT the Respondent was forced to seek court's intervention in the matter and to that extent they filed High Court Civil Case No 361 of 2011 against Grace Wanjiru Koni due to the said breach of the sale agreement dated 2nd July 2009. Annexed hereto and Marked KK-4 are copies of pleadings filed by Venture Holdings Limited against Grace Wanjiru Koni
25. THAT the said Grace Koni continued frustrating transfer of Portion A of LR No. 330/356 even after the filing of HCCC NO. 361 of 2011, to the extent of her demanding that the occupants of the apartments constructed on the said Portion A vacate their various premises. Annexed hereto and Marked KK-5 is a copy of the letter.
26. THAT Civil Case No 361 of 2011 between Venture Holdings Limited and Grace Wanjiru Koni is still going on and has not been conclusively determined.
27. It was contended that in light of the foregoing, it is clear that the Respondent is doing what it can to have the sub-division of the land known as Portion A of LR. No. 330/356 completed and to thereafter obtain a duly signed Transfer from Grace Koni for registration in its favour.
28. THAT the Respondent's failure to obtain title of the property known as Apartment B8, and to have the titles transferred to the Applicant herein is therefore not deliberate but has been due to the frustrations created and caused by Grace Wanjiru Koni, the Defendant in HCCC 361 OF 2011.
29. It was also averred that there was a specific way in which the stand premium being Kshs 7,750,000.00 was to be paid under clause 3 of the Agreement for Sale dated 15th April 2010. The Applicant did not meet the terms of the said clause and was always late in making her payments, and therefore breached and violated the payment terms of the said agreement.
30. It was further averred that the Applicant did not raise any objection to the handing over of the said Apartment B8 and she immediately took possession and has been residing or letting the said properties since then.
31. The Respondent denied that it has deliberately failed, neglected and or refused to register a transfer in favour of the Applicant. It was stated that the failure to register a transfer of the property was caused by circumstances beyond its control and was not deliberate. Grace Wanjiru Koni is the one who has refused to complete the sub-division of Portion A and to sign the transfer forms relating to the suit property without any justifiable reasons. The Respondent did not refuse or fail to pay the balance of the purchase price. They have always been ready and willing to pay the said balance. Further, the subsequent actions of the Respondent after execution of the sale agreement including the development and construction of the Apartments on the suit land and the subsequent sale of the completed apartments to third parties are all indicators of its willingness to honour its obligations. The said actions were legal and lawful. The Respondent did not breach the substratum of the sale agreement or even breach the trust between the parties therein.
32. The Respondent also averred that the Applicant was not entitled to the refund of the sum of Kshs 13,000,000/= for the reasons that the same would amount to double enrichment since she has been residing and letting out the premises.



33. During trial, Kwame Kariuki testified as DW1 and the only witness for the Respondent. He relied on his replying affidavit and the documents annexed thereto as part of his evidence in chief. He also added that the agreement was completed and the apartment was handed over to the Applicant. He however stated that the transfer has not been finalized because of a pending case file No. 88 of 2019 which seeks orders of specific performance.
34. When Cross-examined, he stated that the Respondent received the purchase price from the Applicant. He also stated that the Applicant has possession of the apartment. He further stated the penalty for the delay was Kshs 2,000,000/= but the same could not apply to completed units.

The Applicant's submissions

35. The Applicant filed written submissions dated 5th June, 2023. The Applicant in her submissions, submitted on the following three issues; Is the Respondent prevented from transferring the property to the Applicant by circumstances beyond its control; is the Respondent in breach of the sale agreement to complete the sale and transfer by 31st December, 2010 and whether the Applicant is entitled to refund of Kshs 13,488,410/=.
36. It was submitted that during the Cross-examination of the Respondent's witness Kwame Kariuki, he was unable to explain how and why the respondent constructed the apartments before the property had been transferred from Grace Koni to the Respondent.
37. It was also submitted that, the Respondent was in breach of the sale agreement dated 31st December, 2010 as it has failed to transfer the property to the names of the Applicant. Reliance was placed to the cases of Solomon Ndegwa Kuria -vs- Peter Nditu Gitau [2019] eKLR.
38. The Applicant also urged the Court to order refund of her purchase price and also prayed for damages for Kshs 6,000,000/=. It was also submitted that judgment should also be entered in favour of the other Applicants in the Consolidated matters as follows: Kshs 26,951,020/= in favour of Chege Phares Thumbi and Christopher Thariki Echaria, Kshs 13,500,000/= in favour of Maria Njeri Matubia, Kshs 13,488,410 in favour of Beatrice Akinyi Migoye and Kshs 13,488,410/= in favour of Rose Mbarari Kanyi.

Respondent's submissions

39. The Respondent filed written submissions dated 7th July, 2023. The Respondent denied the accusations that the Respondent had refused and or failed to transfer the property to the Applicant but maintained that the same had been delayed by circumstances beyond their control.
40. It was submitted that the evidence by both the PW1 and DW1 is that the contents of the sale agreement dated 15th April 2010 was well understood by both parties and that PW1 in particular read and fully understood the said contents, including the terms and conditions therein. The said terms include the contents of Clause A contained in the Recitals to the agreement which stipulates as follows.

A. "By an Agreement for Sale dated the Second day of July Two Thousand and Nine and made between Grace Koni the Vendor (therein described) and Venture Holdings Limited (therein referred to as the Purchaser) the said Vendor agreed to sell and the said Purchaser agreed to buy a portion of ALL THAT piece of land situate in the City of Nairobi in the Nairobi Area known as Land Reference Number 330/356 (Original Number 330/113/1) which said piece or parcel of land is more particularly described in the first schedule hereto measuring approximately Nought Decimal Nine Nine Four (0.994) of an Acre or thereabouts being a portion of the said land (which portion is referred to in the said



Agreement as Sub-division A for the consideration and subject to the terms and conditions contained or referred to in the said Agreement on the part of each party thereto to be performed and for the purpose therein mentioned but no transfer has yet been executed in favour of the Company for the said Sub-division A (therein and herein referred to as “the said Property””

45. . Clause B of the Agreement on its part stipulated that the Vendor is in the process of developing by erecting on the Sub-division A among other Twenty Four (24) Two (2) Bed-roomed apartments inclusive of a parking bay for each apartment, gardens and other common conveniences in accordance with the buildings plans with the complete apartments and other structures thereon to constitute an estate to be known as Gitanga Place Apartments while Clause C states that ‘The Vendor has agreed with the purchaser to sell to her (the Purchaser) by way of a long term lease one of the said Apartments being Apartment Number B.8 on the Third Floor of Block B...’
46. Clause D of the Recitals on its part provides that sale agreement was to the effect that “the Purchaser had examined the Architect’s Plans in respect of the premises and was purchasing the same on that basis and further confirms that she has entered into the agreement solely as a result of his own inspection of the documents and also with notice upon the terms and conditions comprised in the lease under Clause C” while Clause G provides that ‘the Vendor undertakes to use its best endeavours to cause (as soon as possible after completion) all leases for the Twenty Four (24) Apartments in the estate to be completed and registered at the Lands office.’
47. In the agreement, “Completion Date” is defined and interpreted to mean “31st December 2010 or the 7 day next after issuance of the certificate of practical completion by the relevant authority whichever shall be earlier” while “completion” is defined to mean “upon successful registration of the lease in favour of the Purchaser and payment (if any) of the balance of the Stand Premium including all other payments due from the purchaser under this Agreement to the Vendor and or its advocates while Paragraph 1.1(d) of the Agreement states that completion would only take place upon fulfillment of some condition precedent, this being the successful registration of a lease in favour of the Purchaser and upon payment of the balance of the Stand premium including all other payments due from the Purchaser to the Vendor and/or its advocates.
48. Clause 3 provides that the Stand Premium for the sale and purchase of the property is Kshs 7,750,000.00. A sum of Kshs 775,000.00 was paid as purchase deposit before execution of the agreement and another sum of Kshs 387,500.00 being further deposit to be paid on execution of the agreement. The balance of the purchase price being the sum of Kshs 6,587,000.00 was to be paid as follows
 - a Kshs 1,937,000.00 on or before 18th April 2010
 - b. Kshs 1,550,000.00 on or before 1st May 2010
 - c. Kshs 1,550,000.00 on or before 1st August 2010
 - d. Kshs 775,000.00 on or before 1st November 2010
 - e. Kshs 775,000.00 on or before the Completion Date.
49. Clause 6 of the agreement states that the Vendor was selling Apartment Number B8 in its capacity as the beneficial owner at the time of the agreement while Clause 10 on Representations provide that “the purchaser hereby declares that no oral representation has been made to her prior to the date of this Agreement by the Vendor or her Agent concerning the subject matter of this Agreement which has influenced induced or persuaded her to enter into this Agreement.”



50. The agreement also contains a Disclaimer Clause under Clause 12.2 which provides as follows:-
- 12".The purchaser enters into this Agreement solely as a result of her own inspection of the premises and on the basis of the terms of this Agreement and not in reliance upon any representation either written or oral or implied made by or on behalf of the Vendor of anything whatsoever subject to the Agreement;
51. Clause 15 headed MISCELLANEOUS under sub-clause 15.1 on its part provided that "It is hereby agreed and declared by and between all the parties hereto that notwithstanding the completion of the sale and purchase of the premises and execution and registration of the Lease in favour of the Purchaser the terms and conditions of this Agreement shall remain in full force and effect"
52. PW1's evidence on payment of the Stand Premium was that the amount paid is captured in the receipts produced as exhibits. The amounts captured in the said receipts show that PW1 has paid a sum of Kshs. 6,685,640.00 of the balance of the purchase price, leaving an outstanding balance Kshs 1,064, 360.00 at the time of filing her claim. This balance remains outstanding as of today.
53. The Respondent also submitted that the Applicant had breached and violated the terms of the sale agreement in respect to payment of the Stand Premium.
54. It was also submitted that the Applicant's claim is not based or founded on the doctrines of frustration and therefore the Sale Agreement cannot and should not be terminated and that the Respondent should not be ordered to refund the sum of Kshs 13,488,410/= that had already been paid. Reliance was made to the cases of Five Fourty Aviation Limited vs. Erwan Lanoe [2019] cited in the Civil Appeal No. 64 of 2022 (Nakuru) – Jomo Kenyatta University of Agriculture and Technology vs. Kwanza Estate Limited.
55. The Respondent urged the court to dismiss the Originating Summons.

Analysis and determination

56. The Court has now carefully considered the pleadings of the parties, evidence adduced during trial and written submissions that were filed. The main issues for determination is whether the Applicant is entitled to the reliefs sought.
57. It is not disputed that parties herein entered into a Sale Agreement dated 31st December, 2010 which agreement was in respect to the purchase of property known as Apartment No. B8 situate on third floor Block B on L.R No. 330/356 (Original Number 330/113/1).
59. During the hearing, evidence was adduced to the effect that despite the payment of the purchase price, the property had not been transferred to her name even though she had taken possession.
60. The Respondent adduced evidence to the effect that the transfer of the property to the name of the Applicant had been delayed owing to circumstances beyond their control.
61. the Respondent's witness had testified that the Respondent was selling the property as a beneficial owner and that the Respondent did not meet fully all the terms and conditions of the agreement including the term in respect to payment of the Stand Premium as contained in Clause 3 of the Sale Agreement. He also stated that the completion of the sale agreement was delayed by the Vendor of L.R. No. 330/356 (Original Numer 330113/1) failure to complete the transfer of property known as Sub-division A and that this refusal led to filing of a suit by the Defendant against the said Vendor for specific performance of the transfer. He also stated that the said suit being High Court Civil Case No. 36 of 2011 Venture Holdings Limited vs. Grace Koni (this file 88 of 2019) is still pending for determination.



62. The Applicant submitted that basing on the fact that the Defendant had been unable to transfer the property to her name way after the agreed completion date, the Respondent was clearly in breach of the agreement and that the Respondent should be ordered to refund the purchase price.
63. The Respondent on the other hand submitted that the Applicant was well versed of the fact that sale and purchase of the property was based on completion and transfer of the property known as subdivision A which property is to be derived from parcel No. Land Reference Number 330/356 (Original Number 330/113/1) which portion is yet to be transferred and registered in favour of the Respondent.
64. Both parties seemed to have submitted that there was breach of contract on either party. A breach of contract is committed when a party, without lawful excuse, fails or refuses to perform what is due from him under the contract, or performs defectively, or incapacitates himself from performing. In M.P Furmston, Cheshire Fifoot and Furmston's Law of Contract 11th ed, Butterworth and Co. 1986 page 516, it was observed that the question of whom to perform first was a question of construction of the contract assisted by presumption as to a standard rule for contracts of a particular kind, which has to be established from the language of the conditions set in the agreement. Some conditions may be concurrent. If a party complains, he must show that he is ready, willing, and able to perform some other conditions or obligations that may be independent of the other party's performance. A fundamental breach, on pages 526 – 27 (supra) was that which went to the very root of the contract, making further performance impossible and it has to affect the core or substance of the agreement.
65. In construing contracts, it is trite law that parties are bound by their contracts based on the doctrine of freedom to contract Parole evidence, as a general rule may not be used to change what has been contracted unless it was against public policy, illegal and or unconscionable in law. In the case of Housing Company of East Africa Limited vs. Board of Trustees NSSF and others (2018) eKLR, Kshs.46,025,000/= had been paid out of Kshs.67,259,000/= and partial occupation granted of an acre of the suit premises. An extension of the completion period had been sought for 90 days and a deed of variation executed to that effect. A demand letter for the balance had been issued. Some payments had been made, and other extensions sought and allowed, on condition that failure to complete would enable third-party offers to be considered.
66. In the instant case, having considered the evidence of the parties herein, it is evidence that the suit property has not been transferred to the Applicant to date and hence therefore there was a breach of Sale Agreement dated 31st December, 2010. Failure to transfer the suit property to the names of the applicant long after the mutually agreed completion date was a fundamental breach that the other party could construe as amounting to repudiation of the contract.
67. In Dhanjal Investment Ltd vs Shabaha Investment Ltd Civil Appeal No. 80 of 2019 (2022) KECA (3667) KLR 186 February (2022) (Judgment), the court observed that clause No. 4 (2) (a) Law Society of Kenya Conditions of Sale 1989 stipulated how a completion would occur on the date of completion upon the vendor procuring the necessary consents. The court held that the legal significance of the terms in a contract that time was of essence was that it elevated the time in which one party had to complete its contractual obligations to the other party to a condition in the agreement and that the failure to perform duties within the stipulated deadline as amounting to a fundamental breach of the agreement, with the consequences flowing from there as identified in Chitty on Contracts, Volume 1 paragraph 21-016 and as entitling the innocent party to terminate performance of the contract and to claim damages from the contract breaker, who has denied him benefits from the agreement, as held in Kukal Properties Development Ltd vs. Tafazzal H Maloo & others (1993) eKLR, including a prayer for specific performance.



67. In view of the foregoing, I find that the Applicant has been able to proof her claim against the Respondent and that she had a justiciable right to file the suit since the Respondent has not been able to transfer or register the suit property to her name. On this issue, this court is also guided by the case of Agri Feed Co. Ltd vs. Christine Chepchirchir Baig and Another [2019] eKLR on the question of good faith in a transaction. Under Section 117 of the *Evidence Act*, said that the burden of proving a good faith of the transaction was on the party who was in a position of active confidence.
68. As to whether or not the Applicant is entitled to general damages, the Applicant submitted for an award of general damages of Kshs 6,000,000/= but upon considering that the Applicant has actually been in occupation of the suit property for a considerable duration of time, I find that the same is not for granting.
69. In respect to costs, having considered the having considered that the Applicant has been in occupation of the suit property even before the filing of this suit, I will direct that each party to bear own costs of the suit.

Final Orders

70. This Court is satisfied that the Applicant has proved his case to the required standard of proof. Consequently, the Applicant 's Originating Summons succeeds. The Court finds that the Applicant's questions No. 1 to 4 are answered in the affirmative and she is entitled to them.
71. In the end, this Court makes the following disposal orders in respect to the consolidated matters:
- 1). Judgment is entered in favour of the applicant for the sum of Kshs 13,488,410/= payable within 90 days from today.
 - 2). Judgment for Beatrice Akinyi Migoye for the sum of Kshs 13,488,410/= payable within 90 days from today.
 - 3). Judgment for Chege Phares Thumbi and Christopher Theriki Echaria for the sum of Kshs 26,951,000/= payable within 90 days from today.
 - 4). Judgment for Maria Njeri Matubia for the sum of Kshs 13,500,000/= payable within 90 days from today.
 - 5). Judgment in favour of Rose Mbarari Karingi for the sum of Kshs 13,488,410/= payable within 90 days from today.
 - 6). Upon payment of the said monies, the recipients to immediately hand over vacant possession of the said apartments to the Respondent.
 - 7). Each party to bear own costs of the suit.

DATED, SIGNED AND DELIVERED VIRTUALLY AT NAIROBI THIS 21ST DAY OF SEPTEMBER, 2023.

E.K. WABWOTO

JUDGE.

In the presence of:

Ms. Murugi h/b for Mr.Okulo for the Applicant

Mr. Ndambiri for the Respondent.



Court Assistant; Caroline Nafuna.

