



**Angweye v Mulemi (Environment & Land Case 7 of 2022)  
[2023] KEELC 20952 (KLR) (25 October 2023) (Judgment)**

Neutral citation: [2023] KEELC 20952 (KLR)

**REPUBLIC OF KENYA  
IN THE ENVIRONMENT AND LAND COURT AT KAKAMEGA  
ENVIRONMENT & LAND CASE 7 OF 2022  
DO OHUNGO, J  
OCTOBER 25, 2023**

**BETWEEN**

**ZEPHANIA NGAIRA ANGWEYE ..... PLAINTIFF**

**AND**

**RODGERS SENAJI MULEMI ..... DEFENDANT**

**JUDGMENT**

1. Litigation in this matter commenced on 15<sup>th</sup> November 2010 when the plaintiff filed his plaint dated 12<sup>th</sup> November 2010, at the High Court at Milimani, as HCC No 768 of 2010. He brought the suit against Rodgers Senaji Mulemi as first defendant and Barclays Bank of Kenya Limited as the second defendant. The plaintiff later filed an amended plaint on 26<sup>th</sup> May 2015.
2. The plaintiff averred in the amended plaint that he was the registered proprietor of the parcels of land known as Isukha/Shitoto/1492 (hereinafter the first suit property) and Isukha/Shitoto/1529 (hereinafter the second suit property). That Rodgers Senaji Mulemi (hereinafter the defendant) had fraudulently and unlawfully acquired the first suit property and constructed a septic tank on it thereby denying the plaintiff access and use of the second suit property. He further averred that the defendant fraudulently charged the first suit property in favour of Barclays Bank of Kenya Limited (hereinafter the bank).
3. The plaintiff therefore prayed for judgment against the defendant for:
  - a. A declaration that the plaintiff is the legal owner of the property referred to as Tithe Number isukha/Shitoto/1492 and Title number Isukha/Shitoto/1529.
  - b. A declaration that the conveyance in favour of the 1<sup>st</sup> (sic) registered on the 25<sup>th</sup> February 2002 is null and void *ab initio*.



- c. A declaration that the Mortgage created in favour of the 2<sup>nd</sup> Defendant registered on the 29<sup>th</sup> October, 2008 was created through fraud and misrepresentation on the part of the 1<sup>st</sup> Defendant and is null and void *ab initio*.
  - d. An order directing the Defendant to deliver to the Registrar of Lands Kakamega Lands Registry for cancellation on the 1<sup>st</sup> Defendant's Original Title Deed dated and issued on the 25<sup>th</sup> February, 2002.
  - e. A permanent injunction restraining the defendant whether by themselves, agents, servants or otherwise howsoever from trespassing upon, advertising, offering for sale, leasing, mortgaging, charging transferring or assigning and/or otherwise dealing with the property Isukha/Shitoto/1492.
  - f. General damages for fraudulent misrepresentation against the 1<sup>st</sup> defendant.
  - g. An order directed upon the 1<sup>st</sup> defendant to remove all the structures erected by the 1<sup>st</sup> Defendant on the property referred to as Title Number Isukha/Shitoto/1492.
  - h. Cost and interests.
  - i. Eviction of the 1<sup>st</sup> Defendant from LR Isukha/Shitoto/1529.
  - j. *Mesne Profits*.
  - k. Any other or further relief this court deems fit to grant.
4. The defendant filed a statement of defence in which he denied the averments in the plaintiff and urged the court to dismiss the suit with costs.
  5. The bank filed an application dated 13<sup>th</sup> April 2016, through which it sought to be struck off the case on the ground that the facilities that had been secured by the charge had been repaid and that it no longer had any claim over the first suit property. The plaintiff and the defendant did not oppose the application and it was therefore allowed on 18<sup>th</sup> July 2016.
  6. The matter then proceeded to hearing and judgment was delivered by E. K. Ogolla, J. on 30<sup>th</sup> September 2021. Earlier, the defendant had filed a notice of preliminary objection (PO) in which he contended that the High Court did not have jurisdiction in the matter. Upon considering the PO, E. K. Ogolla, J. delivered the ruling thereon on 17<sup>th</sup> November 2015 and dismissed it. Dissatisfied with the ruling, the defendant filed an appeal to the Court of Appeal, being Civil Appeal No 170 of 2016 (Nairobi).
  7. The Court of Appeal delivered judgment on 5<sup>th</sup> November 2021 and held as follows:
 

In the result, we allow the appeal and set aside in its entirety the proceedings and judgment (if any) of the High Court delivered in Nairobi HCCC No 768 of 2010. We direct the suit between the parties be and is hereby transferred to the Environment and Land Court at Kakamega which has jurisdiction to hear and determine the matter. We direct that in view of its age, the suit be heard on priority basis. Each party to bear his/its own costs.
  8. Pursuant to the above order of the Court of Appeal, the matter was transferred to this court and became ELCC No 7 of 2022 (Kakamega). When the parties appeared before me on 6<sup>th</sup> June 2022, they were all in agreement that the bank was no longer a party to the case. In line with the directions of the Court of Appeal, I prioritised the matter by scheduling it for hearing on three consecutive days.



9. The plaintiff testified as PW1 and adopted his witness statement dated 15<sup>th</sup> May 2012. He stated in the statement that he was the proprietor of both the first and second suit properties and that he still had with him the originals of the title deeds. That the two parcels are adjacent to each other and that both before and after he purchased the two parcels, he was working and residing outside Kenya but would occasionally travel to Kenya. That he could not physically reside on the suit properties when he purchased them, due to his work schedule abroad. That he employed the services of a caretaker by the name Laban Mulinya, who was his cousin, to look after his house in Lurambi. That Laban Mulinya who later passed away in 2008 transferred the first suit property to himself without the plaintiff's consent.
10. PW1 also stated that he returned to Kenya in the year 2008 and visited the parcels but was shocked to find a storeyed building on the properties and the defendant residing on the properties. That he then conducted a search and discovered that the defendant had fraudulently caused the land registrar to enter his name in the land register and to issue him with a title in respect of the first suit property. Further, that the defendant had fenced off the two parcels and was utilizing them as his own. Additionally, the defendant had charged the first suit property in favour of the bank. He went on to state that he never sold, transferred, or disposed his interest in the two properties and did not authorize anybody to do so. That he was surprised that the first suit property was transferred without his knowledge and without surrender of the original of the title deed. He added that the transfer was both irregular and fraudulent and that the defendant was the chief perpetrator thereof.
11. PW1 produced copies of the documents numbered 1, 2 and 4 in his list of documents dated 15<sup>th</sup> May 2012 and showed the court the originals of the title deeds in respect of the suit properties which he still had in his custody as of the date of his testimony. He stated that he obtained a certificate of search dated 26<sup>th</sup> October 2022 showing that the defendant was issued with a title on 25<sup>th</sup> February 2002. He added that he did not attend the land Control Board meetings in respect of the transfer of the first suit property away from himself.
12. Naphtali Mulinya Mutsotso testified as PW2 and adopted his witness statement dated 18<sup>th</sup> November 2015. He stated that he was the Assistant Chief for Sabane Sub-Location and that he knew the plaintiff who hails from his Sub-Location. That he was aware that the plaintiff was the owner of the suit properties and that since he was residing abroad, he employed Laban Ngaira Mulinya as a caretaker. That a dispute was reported to him in the year 2008 that Laban had sold the first suit property. That he summoned Laban to his office severally, but Laban did not turn up.
13. Antony Muhatia Jumba testified as PW3 and adopted his witness statement dated 15<sup>th</sup> May 2012. He stated that upon the death of his father Barnabas Jumba Lizanga in 1978, a grant of the letters of administration in respect of his father's estate was issued to him. That he subdivided his father's land parcel number Isukha/Shitoto/316 into about seven parcels to the beneficiaries who included Dickson Mutola Chumba. That Dickson sold the first suit property to the plaintiff and that there also remained another small parcel (the second suit property) which PW3 also sold to the plaintiff. That PW3 also sold to the defendant another parcel which was near to the suit properties.
14. The plaintiff's case was then closed.
15. The defendant testified as DW1 and adopted his witness statement dated 28<sup>th</sup> May 2012. He stated that he purchased land parcel number Isukha/Shitoto/1489 from one Antony Muhatia Jumba and that the parcel was transferred to him. That later, one Josephat Shichenje Shiroko who was the owner of the first suit property approached him and requested that DW1 exchanges the first suit property with DW1's land parcel number Isukha/Shitoto/1489 since Shichenje wanted to put up a petrol station.



- DW1 added that he agreed to the proposal and that he conducted a search which confirmed that the first suit property was registered in the names of Josephat Shichenje Shiroko as at the year 2001.
16. DW1 further testified that Joseph Shichenje Shiroko obtained the consent of the land control board to transfer the first suit property to DW1 in exchange for land parcel number Isukha/Shitoto/1489 and that the transfers were registered. That DW1 took possession of the first suit property in the year 2002, charged it in favour of the bank but later cleared the loan, constructed a storey building on it and retained possession as of the date of his testimony. He added that he acquired ownership of the first suit property lawfully and that the plaintiff was not the registered proprietor of the property at the time of DW1's transaction with Josephat Shichenje Shiroko.
  17. DW1 produced copies of the documents listed as item numbers 1 to 15 and item number 17 in his list of documents dated 25<sup>th</sup> May 2012 as well as a copy of the green card listed as item 3 in the plaintiff's list of documents dated 15<sup>th</sup> May 2012. He further stated that he was not using the second suit property and that he had no claim over it. That he had erected a temporary structure, a septic tank, and a toilet behind the permanent storied building on the first suit property and that the storeyed building is covering only half of the first suit property while the other half has the temporary structure, septic tank, and toilet. That he had not encroached on the second suit property and that there is a road behind the second suit property through which the said parcel can be accessed.
  18. DW1 further testified that although he had repaid the facility from the bank, the first suit property is yet to be discharged and the title is still with the bank. He also stated that he had not produced any receipt showing payment of stamp duty and further confirmed that during the exchange, he produced his title for Isukha/Shitoto/1489 for cancellation. That he never met Laban Ngaira and did not know who the owner of the first suit property was at the time he was acquiring Isukha/Shitoto/1489. He added that he had not seen any survey report from the plaintiff indicative of any encroachment.
  19. Next on the stand was David Masila Kimauro, the Deputy Land Registrar Kakamega, who testified as DW2. He stated that entry number 10 in part B of the register of the first suit property shows that the defendant became registered owner of the said parcel on 25<sup>th</sup> February 2002 following an exchange with Isukha/Shitoto/1489 and remained the proprietor as of the date of DW2's testimony. That entry number 8 shows that Josephat Shichenje Shiroko was registered as owner of the parcel on 26<sup>th</sup> November 2001. He further stated that other entries in the register show that the plaintiff was registered as the proprietor of the parcel on 4<sup>th</sup> October 1996 and that on 1<sup>st</sup> November 2001, the parcel was transferred to Laban Ngaira Mulinya.
  20. DW2 further stated that a consent of the Land Control Board and a transfer form were presented to transfer the first suit property to Laban Ngaira Mulinya. That the original of the title deed in the plaintiff's name was presented at the land registry and was cancelled. He further stated that the title which was presented by Laban for cancellation, and which is in the registry is the genuine one and added that he was not aware if the plaintiff was still having the original in respect of the first suit property. He went on to state that the transfer to Laban and subsequent transfers were valid and that if the plaintiff claims to have an original of the title, it can be submitted to relevant authorities for verification.
  21. DW2 however conceded that he could not tell which of the registrar's signatures in the plaintiff's title and the title in the plaintiff's name that was presented by Laban was genuine. Equally, he conceded that the proprietor's identification card number in the title in the plaintiff's name that was presented by Laban was not clear since numbers were typed on top of others. Further, he showed the court the original of the title in the plaintiff's name that was presented by Laban, and he conceded that the bottom portion of the first page was torn off and missing such that the date of issuance of the title



- and the signature of the land registrar are missing. He also stated that although title deeds issued by his registry normally have serial numbers, the original of the title in the plaintiff's name that was presented by Laban did not have a serial number since the portion where the serial number is usually found was torn off.
22. Josephat Shichenje Shiroko testified as DW3 and adopted his witness statement dated 28<sup>th</sup> May 2012. He stated that he purchased the first suit property from Laban Ngaira Mulinya who was the registered owner of the said parcel as of 1<sup>st</sup> November 2001. He added that before the purchase, he conducted a search at the land registry and was satisfied that the official records held at the land registry confirmed that Laban Ngaira Mulinya was the proprietor. That Laban then transferred the parcel to DW3 who then became the registered proprietor on 26<sup>th</sup> November 2001. That in the year 2002, DW3 exchanged the first suit property with the defendant who was the registered owner of Isukha/Shitoto/1489 since DW3 wanted to put up a petrol station and the defendant's parcel was on the ideal side for the petrol station.
  23. DW3 further testified that since he was a petroleum produce dealer, he needed a plot measuring at least 100 feet by 100 feet, yet the first suit property did not measure up to that size. That he needed extra space and therefore approached the defendant for an exchange so that he got Isukha/Shitoto/1489. He added that he did not have any deed of exchange with the defendant since they were friends and business associates. Further, that they just exchanged the plots without any money consideration even though both the letter of consent and transfer form mentioned a consideration of Kshs 50,000.
  24. The defence case was then closed. Parties thereafter filed and exchanged written submissions.
  25. The plaintiff argued that did not transfer the first suit property to Laban since he was not within Kenya when the alleged transfer took place. That the defendant failed to produce any agreement between the plaintiff and Laban and that the title which the defendant claimed that the plaintiff had surrendered for cancellation as well as the consent of the Land Control Board that was allegedly issued to Laban were all undated. That, consequently, Laban had no good title to pass with the result that the defendant's title was fraudulent. He relied inter alia on the cases of *Arthi Highway Developers Limited v West End Butchery Limited & 6 others* [2015] eKLR and *Aspire Limited v Zedka Technical Services Limited & 2 others* [2022] eKLR and urged the court to grant him relief.
  26. The defendant argued that the plaintiff transferred the first suit property to Laban and his allegations that he was outside the country were not supported by any visa. That the plaintiff failed to plead fraud with the required particularity and that no fraud or misrepresentation was established against the defendant. Relying on the cases of *Kuria Kiarie & 2 others v Sammy Magera* [2018] eKLR, *Kinyanjui Kamau v George Kamau Njoroge* [2015] eKLR and *Gichinga Kabutha v Caroline Nduku* [2018] eKLR, he submitted that the plaintiff did not join Laban to the case and added that it was not shown that the defendant committed fraud or misrepresentation.
  27. The defendant further argued that the land registrar produced an original cancelled title for the first suit property that was surrendered by the plaintiff. That there is only one certificate of title to the parcel and that the land registrar confirmed to the court that the transactions were above board. That the plaintiff only brought this suit after Laban who was his cousin and employee had passed on hence the timing of the filing of the suit was suspicious and was intended to defraud the defendant. He therefore urged the court to dismiss the case with costs.
  28. I have considered the parties' pleadings, evidence, and submissions. The issues that arise for determination are whether fraud and/or illegality have been established and whether the reliefs sought should issue.



29. There is no dispute that the defendant is currently the registered proprietor of the first suit property. As a registered proprietor of land, the defendant is entitled to the rights, privileges, and benefits under Section 24 of the [Land Registration Act](#). Further, Section 26 of the Act obligates the court to accept his certificate of title as conclusive evidence of proprietorship, unless the provisos under Section 26 (1) (a) or (b) are established. The grounds on which a title can be nullified are fraud or misrepresentation to which the registered proprietor is proved to be a party or where it is shown that the certificate of title has been acquired illegally, unprocedurally or through a corrupt scheme.
30. Fraud is a serious allegation and the party alleging it must plead it, particularise it, and strictly prove it to standard higher than the usual one in civil cases of proof on a balance of probabilities but lower than the criminal law standard of proof beyond reasonable doubt. See [Kuria Kiarie & 2 others v Sammy Magera](#) [2018] eKLR and [John Mbogua Getao v Simon Parkoyiet Mokare & 4 others](#) [2017] eKLR. In cases where fraud is alleged, it is not enough to simply infer fraud from the facts. See [Kinyanjui Kamau v George Kamau Njoroge](#) [2015] eKLR.
31. It is important to review the ownership history of the first suit property, based on the certified copy of the register and other material on record. The first registered proprietor of the parcel was Anthony Muhatia Jumba, through entry number 1 in part B of the register, dated 14<sup>th</sup> May 1996. Pursuant to entry number 2 dated 10<sup>th</sup> September 1996, Dickson Mutola Jumba became the registered proprietor and title deed was issued to him on the same date, through entry number 3. Thereafter, the plaintiff became the registered proprietor on 4<sup>th</sup> October 1996, through entry number 4. Title deed was issued to the plaintiff on the same date, through entry number 5. Next, there is entry number 6 pursuant to which Laban Ngaira Mulinya became registered proprietor on a date which is not clear since there is some alteration in the entry. Title deed was issued to Laban Ngaira Mulinya on 1<sup>st</sup> November 2001, through entry number 7.
32. The register in respect of the first suit property further shows that Josephat Shichenje Shiroko became the registered proprietor on 26<sup>th</sup> November 2001, through entry number 8 and that title deed was issued to him on 28<sup>th</sup> December 2001, through entry number 9. Subsequently, the defendant became the registered proprietor on 25<sup>th</sup> February 2002, through entry number 10 and title deed was issued to him the same day through entry number 11. Entries numbers 12 and 13 dated 29<sup>th</sup> October 2008 and 15<sup>th</sup> December 2010 respectively are in respect of the charge that was registered in favour of the bank. Similarly, entries numbers 1, 2 and 3 dated 29<sup>th</sup> October 2008, 29<sup>th</sup> October 2008, and 15<sup>th</sup> December 2010 respectively in part C of the register are in respect of the said charge.
33. From the above account, there is no doubt that the plaintiff was the registered owner of the first suit property prior to Laban becoming owner. The plaintiff's case is that he did not sell or transfer the first suit property to Laban. In maintaining so, the plaintiff was alleging a negative, and the task facing him was most difficult. Still, a lot can be gathered from the documents that the defendant and his witnesses presented. A perusal of the said documents reveals several inconsistencies, as I will now highlight.
34. At the time the transactions referred to above took place, the [Registered Land Act](#) (repealed) was still in force. Pursuant to Section 33 of the [Registered Land Act](#) (repealed), it was mandatory that the original of the title deed be surrendered to the registrar and be cancelled or destroyed when a transfer is registered. Similar provisions are found at Section 31 of the [Land Registration Act](#). The defendant has maintained that the original of the plaintiff's title was surrendered to the registrar and was cancelled. The plaintiff however presented in court and the court inspected the original of his title in respect of the first suit property. Although the land registrar claimed it was surrendered and cancelled, the registrar conceded that there were inconsistencies in what he claimed was the surrendered title. Those inconsistencies which I also observed include the fact that the identification number of the proprietor



was obviously altered, and numbers are superimposed on others. The portion of the first page of the title where the date of issue and registrar's signature is usually located was torn off such that neither the date nor the signature were available. It did not look to me that it was a normal tear and wear issue but a case of deliberate defacement. On the other hand, in the original of the title that the plaintiff presented in court, all those details were intact and without any alteration. It was clear to me that the purportedly cancelled title that the land registrar had in his records was not genuine.

35. In the circumstances of this case, I am persuaded that the plaintiff sufficiently discharged the evidential burden of proof by producing the original of his title deed and that pursuant to Section 109 of the *Evidence Act*, it was incumbent upon the defendant and his witness Josephat Shichenje Shiroko who both insist that Laban lawfully acquired the first suit property and transferred it to them, to prove that fact. See *Francis Maina Njogu v Nicolas Kiragu Ngacha* [2017] eKLR. It is not enough for the defendant and Josephat Shichenje Shiroko who stated that the defendant is both his friend and business associate to incessantly dangle their titles whose roots are under challenge. They must do more to establish sanctity of their titles. See *Munyu Maina v Hiram Gathiba Maina* [2013] eKLR.
36. A perusal of the transfer form that the defendant produced to support the alleged transfer from the plaintiff to Laban shows that the consideration was Kshs 20,000 yet the corresponding entry in the register states that the consideration was Kshs 30,000. As I noted earlier, the date of registration of the transfer in the register also has an alteration such that it is not possible to tell with certainty the date the transfer was registered. When the registrar was asked if he could identify the officer who made the entries in the register, he stated he could not tell if the entries were made by the land registrar. The situation is aggravated by the fact that in the certified copies of the register that the registrar produced, the registrar's signature against the entries were blocked out during copying. No valid reason was given as to why those disparities exist on the register.
37. I have also perused the documents that the defendant presented in respect of the transaction pursuant to which the first suit property was transferred from Laban to Josephat Shichenje Shiroko. Josephat Shichenje Shiroko testified that he purchased the first suit property from Laban on 23<sup>rd</sup> November 2001 at a consideration of Kshs 430,000 pursuant to a sale agreement of that date. It will be noted that the documents produced by the defendant claim that Laban acquired the property from the plaintiff hardly three weeks earlier at a consideration of Kshs 20,000 or Kshs 30,000. I found that astronomical rise in purchase price quite telling since no credible explanation was offered.
38. Further, the application for consent of the Land Control Board in respect of the alleged transaction between Laban and the plaintiff indicates that it was presented to the District Officer Shinyalu on 15<sup>th</sup> August 2001 and endorsed with the word "approved". The consent in was issued the very day. It is not clear how the process that fast. Further, the application for consent of the Land Control Board in respect of the transaction between Laban and Josephat Shichenje Shiroko is dated 23<sup>rd</sup> November 2001 which is the same date as the sale agreement between the two of them, yet the consent of the Land Control Board in respect of the transaction was issued and dated more than a week earlier on 14<sup>th</sup> November 2001. It seems Laban was transacting with Josephat Shichenje Shiroko around the time he claims to have purchased the first suit property from the plaintiff. It bears repeating that Josephat Shichenje Shiroko testified that that the defendant was his friend and business associate. While the defendant has attempted to depict himself as innocent purchaser for value, I am not persuaded. He was integrally involved with Josephat Shichenje Shiroko and did not operate as an ordinary purchaser who deals at arm's length. I also bear in mind that the transaction between Josephat Shichenje Shiroko and the defendant was an exchange as opposed to a purchase.



39. In view of the foregoing, the plaintiff has established fraud, and that the defendant was involved. Further, due to non-compliance with Section 33 of the Registered Land Act (repealed) as regards the transfer to Laban, I am persuaded that the plaintiff has demonstrated that the title was acquired illegally and without following procedure. All those are valid grounds upon which to nullify entries numbers 6, 7, 8, 9, 10, 11, 12 and 13 in part B of the register in respect of the first suit property as well as entries numbers 1, 2, and 3 in part C of the said register. To avoid any ambiguity in the resulting situation, I will order cancellation of those entries.
40. There was no dispute on ownership of the second suit property and the plaintiff did not produce anything beyond a copy of the title deed in respect of the said parcel. I am not persuaded that I should grant declaration in respect of second suit property as sought at prayer (a) of the amended plaint. Further, no submissions were advanced on *Mesne* profits and general damages for misrepresentation. Consequently, I will not award those.
41. In view of the foregoing discourse, I find merit in the plaintiff's case. I enter judgment for the plaintiff against the defendant (Rodgers Senaji Mulemi) as follows:
- a. A declaration is hereby issued that the plaintiff is the legal owner of the property referred to as Title Number Isukha/Shitoto/1492.
  - b. A declaration is hereby issued that the conveyance registered in favour of the defendant (Rodgers Senaji Mulemi) on the 25<sup>th</sup> February 2002 is null and void *ab initio*.
  - c. A declaration is hereby issued that the mortgage created in favour of Barclays Bank of Kenya Limited and registered on the 29<sup>th</sup> October 2008 is null and void *ab initio*.
  - d. Entries numbers 6, 7, 8, 9, 10, 11, 12 and 13 in part B of the register in respect of Title Number Isukha/Shitoto/1492 are hereby cancelled.
  - e. Entries numbers 1, 2, and 3 in part C of the register in respect of Title Number Isukha/Shitoto/1492 are hereby cancelled.
  - f. An order is hereby issued directing the defendant (Rodgers Senaji Mulemi) to deliver to the Registrar of Lands Kakamega for cancellation the title deed dated and issued on the 25<sup>th</sup> February 2002.
  - g. A permanent injunction is hereby issued restraining the defendant (Rodgers Senaji Mulemi) by himself, his agents, servants from trespassing upon, offering for sale, leasing, mortgaging, charging transferring or assigning and/or otherwise dealing with the property known as Isukha/Shitoto/1492.
  - h. An order is hereby issued directing the defendant (Rodgers Senaji Mulemi) to remove all the structures that he has erected on the property known as Title Number Isukha/Shitoto/1492 within ninety (90) days from the date of delivery of this judgment.
  - i. The plaintiff shall have costs of the suit.

**DATED, SIGNED, AND DELIVERED AT KAKAMEGA THIS 25<sup>TH</sup> DAY OF OCTOBER 2023.**

**D. O. OHUNGO**

**JUDGE**

