



REPUBLIC OF KENYA
IN THE HIGH COURT OF KENYA
AT MOMBASA
CRIMINAL APPEAL NO. 24 OF 2016

MARY SYEVUTHA PETER.....APPELLANT

VERSUS

REPUBLIC..... RESPONDENT

(Being an appeal arising from conviction and sentence in Chief Magistrate's Court(Mombasa)

in criminal case no. 3683 of 2010 dated 28th February 2016 by Hon. G. O. Kimanga RM.)

JUDGMENT

1 Mary Syevutha Peter the Appellant was in Count **1** charged with the offence of making a false document contrary to section 357(a) of the Penal Code. The particulars were that on the 23rd April 2010 at an unknown place in Mombasa District within Coast Province jointly with others not before Court with intent to deceive and without lawful authority or excuse made a certain false document namely transfer of lease of plot No. Mombasa Block XIX/315 purporting it to be a genuine transfer of lease made and signed by the purported owner Mariam Kassim Said.

2 In Count **11** she was charged with uttering a false document contrary to section 353 of the Penal Code. The particulars being that on 26th May 2010 in Mombasa knowingly and fraudulently uttered a certain forged transfer of lease for plot No. Mombasa /Block/XIX/315 to John Gichuki Wanjohi Senior Land Registrar for registration purporting it to be genuine and valid transfer of lease made and signed by Mariam Kassim Said.

3 In Count **111** she was charged with Forgery of official documents contrary to section 351 of the Penal Code. The particulars being that on an unknown date at an unknown place in Mombasa jointly with others not before Court forged a certain document namely certificate of lease for plot No. Mombasa /Block /XIX/315 bearing the names of Abdulrazak Umar Haji and Mariam Kassim Said being an official document of Government of Kenya.

4 In Count **IV** she was charged with Uttering of false a document contrary to section 353 of the Penal Code. The particulars being that on the 26th day of May 2010 at Lands office Mombasa in Mombasa District within Coast Province, knowingly and fraudulently, uttered a certain forged certificate of Lease for plot No. Mombasa/Block XIX/315 bearing the names of Abdulrazak Umar Haji and Mariam Kassim Said to John Gichuki Wanjohi Senior Land Registrar for transfer of ownership purporting to be a genuine and valid certificate of Lease made and signed by the Land Registrar of titles.

5 In Count V she was charged with Obtaining land registration by false pretence contrary to section 320 of the Penal Code. The particulars of the charge being that on the 26th May 2010 at Lands office in Mombasa District of Coast Province wilfully procured registration of Land Parcel No. Mombasa /Block XIX/315 by falsely pretending that she purchased the said land from Miriam Kassim Said a fact she knew or believed to be untrue.

6 The Appellant was convicted and sentenced as follows:-

Count 1	4 years imprisonment
Count 111	4 years imprisonment
Count IV	4 years imprisonment
Count V	8 months imprisonment

The sentences were to run concurrently. She was acquitted on count II.

7 Being dissatisfied with the judgment she filed this appeal citing the following grounds:

- (i) THAT the learned trial magistrate erred in law and in fact in proceeding with and reaching a finding based on a charge that was defective.*
- (ii) THAT the learned trial magistrate erred in law and fact in finding that the Appellant had at anytime made a false document or uttered the same against the weight of evidence.*
- (iii) THAT the learned trial magistrate erred in law and fact in accepting and relying on evidence purported to have been given on behalf of another person not called to give evidence.*
- (iv) THAT the learned trial magistrate erred in law and fact in proceeding to convict the Appellant of the charge laid while the evidence showed something different.*
- (v) THAT the learned trial magistrate erred in law and fact in accepting the evidence of a purported agent and the other officers without question.*
- (vi) THAT the learned trial magistrate erred in law and fact in dismissing the Appellant's defence without justification.*
- (vii) THAT the learned trial magistrate erred in law in failing to give the Appellant the benefit of doubt.*
- (viii) THAT the sentence was manifestly excessive.*

8 The prosecution case is that PW1 **John Wanjohi Gichuki** was the Land Registrar within old Mombasa District. He told the court that the registration and payment of duties rates in respect of this land was done by the firm of Siocha Okemwa & Company Advocates through a clerk from the said firm. According to him, the document appeared genuine and the certificate of lease was in the names of **Abdulrazak Umar Hussein and Mariam Kassim Said**.

9 As per to the documents presented to him, the transfer of the lease was signed by Mariam Kassim Said as a loanee of powers of attorney from Abdulrazak Umar Hussein. The property Mombasa Block XIX/315 was to be transferred to and registered in the names of the Appellant. It was thus his evidence that the records at the registry reflected the details and on face value all seemed to be in order. Hence, transfer was effected and a new certificate of lease was issued in the Appellant's names.

10 Later, he was called to record a statement at the CID following complaints that the certificate of lease

presented to effect registration of the property Mombasa Block XIX/315 was a forgery. PW1 **Abdulrahim Java Kassim** had the original certificate of lease and was not aware of any transfer. He signed the lease agreement on behalf of the two registered owners by virtue of a power of attorney (EXB2a). He added that the appellant was a tenant on this land.

11 He presented a certificate of title (PEXB.6) together with transfer of lease(PEXB.7) from **Nazir Mohammed Hussein Noor Mohamed** transferring Mombasa Block XIX/315 from **Noor to Abdulrazak Umar and Mariam Kassim Said** as joint owners.

12 PW2 **Hussein Noor** confirmed that he sold Mombasa Block XIX/315 to Abdulrahma Java at a consideration of Kshs. 750,000 but requested that the same be registered directly to his nephew Abdulrazak Umar and his sister Mariam Kassim Said.

13 PW3 **Abdulhman Kassim Java** testified on how he purchased Mombasa Block XIX/315 and opted to register the same in the names of **Abdulrazak Umar** and **Mariam Kassim**. That the two i.e Abdulrazak and Mariam donated a Power of Attorney(PEXB.8(a) and PEXB.8(b) to him and he became in charge of Mombasa Block XIX/315 on behalf of Abdulrazak and Mariam.

14 He explained that he put up a go down on the plot and the Appellant rented it from him. Hence, the lease agreement (PEXB3) dated 12th August 2005 was signed between the Appellant and him on behalf of Abdulrazak and Mariam as registered owners on the strength of their donated Power of Attorney(PEXB8(a) and(b).

15 PW4 **Abdulrazak Umar** confirmed to the court that Mombasa Block XIX/315 was bought by PW3 and registered in his name and that of Mariam Kassim. He then donated a Power of Attorney(PEXB8(a) and (b) to Pw3 since he was the buyer and had paid for the plot.

16 According to him, the plot was registered in his names to enable him qualify for visa to travel as owning land in Kenya was a mandatory requirement. He thus denied transferring the plot to any other person or donating further or other power of Attorney to the Appellant or anybody else.

17 He denied having revoked the initial Power of Attorney(PEXB8(a) and (b) donated to PW3, nor authorizing the Appellant to deal on his behalf on the said plot.

18 PW5 **Bonny Okemwa** is the advocate from Siocha Okemwa and Co. Advocates who drafted the sale agreement with respect to the plot in issue. He told the court how he was approached by a clerk known to him as (Paul) who requested him to do paper work for a sale agreement.

19 He listened to the telephone conversation between Paul and the Appellant and confirmed the details. He told the clerk to prepare and return the documents to him for purposes of verification. On the same day, the clerk returned with ready copies which he attested to.

20 He confirmed to the court that the sale agreement was in respect of Mombasa Block XIX/315. He was shown a power of attorney from Pw4 and Mariam Kassim Said dated 7th April 2010 and confirmed that the vendor did not sign the agreement in his presence. In addition to this, he also confirmed that there was a transfer document accompanied by other documents. There were signatures of the two parties i.e Appellant and Mariam Kassim. He then attested to the signatures, the passport and the clerk left with the documents.

21 He testified that he was paid Kshs. 5,000, for the attestation of the documents. He however denied taking any documents to the lands office to lodge application for registration neither did he write to the District Lands Office on 19th May 2010 seeking for consent nor received the letter of consent. He also denied paying the rates and the stamp duty of the valuation that determines the duty.

22 He testified that deposits to the National Bank(PEXB.11) of Kshs. 140,040/= was done by the Appellant. He thus denied presenting the registration documents to obtain the certificate of lease in the

names of Appellant dated 26th May 2010. It was his testimony that he did not act for the Appellant.

23 PW6 CPL **Andrew Mateba** is the investigating officer in this case. He told the court that they received a complaint from PW3 who told them that the Appellant who was his tenant had transferred his property Mombasa Block XIX/315 to her name without his consent. They entered the complaint in the OB and started investigations.

24 He then wrote to Pw1 and was given the lease certificate in the names of Mariam Kassim Said and PW4 Abdulrazak Umar which had been cancelled and a new title issued to the Appellant. He also confirmed that PW3 had a similar title and the documents at Lands office appeared suspect. Apparently, they had been signed by a former Registrar Mary Kia who was retired. It was his testimony that on showing the said Mary Kia the certificate of lease(PEXB18) dated 18th December 2002, she denied signing it. The signature to it did not belong to her he said.

25 Afterwards, he took (PEXB.18) to a handwriting expert who confirmed that the signature on (PEXB.18) was not made by Mary Ngai and was therefore a forgery. He also confirmed that he never took the statement of Mariam Kassim Said.

26 PW7 **Ngunge Gakuo** advocate acted for the Appellant. According to Pw7, he instructed his assistant one Patricia Langat to prepare the sale agreement dated 26th May 2010. Upon preparation of the sale agreement, Kshs4,500,000 was paid to the Appellant on 5th May 2010 on execution of the sale agreement.

27 Thereafter, a photocopy of the title deed which was in the name of the Appellant was deposited on 26th May 2010. The Appellant then deposited the original title, transfer of lease and other completion documents with them on 28th July 2010. He proceeded to forward them to Ananda Advocates who then subsequently forwarded to him a balance of Kshs. 20,000,000 which he paid to the Appellant and subsequently Mombasa Block XIX/315 was transferred to Doshi Motors by PW8.

28 He also confirmed that according to the records in the then Municipal council, the title of Mombasa Block XIX/315 was in the Appellant's name and she had paid for all the rates. She therefore received all the proceeds in respect to this plot.

29 PW8 **Manessa Ananda Caleb** an advocate with Ananda and Company Advocates testified that on 26th May 2010, he was approached by Doshi Motors Limited who told him that they had identified a go down on Mombasa Block XIX/315 and wanted to purchase it.

30 He carried out an official search on 26th May 2010 and established that the property was in the name of the Appellant. He proceeded to the offices of Pw7, met one Patricia Langat and the Appellant. Patricia then prepared the sale agreement which he witnessed for Doshi while Patricia witnessed for the Appellant. Afterwards, Kshs. 4.5 million was paid to the Appellant.

31 Consequently, on 9th June 2010 his clients paid another 4 million to the Appellant. On 5th July 2010 he carried out another search before the completion date which confirmed that the Appellant was the owner of Mombasa Block XIX/315.

32 Afterwards the directors of Doshi Limited went to Transnational Bank and instructed 20 million to be transferred to them for onward transmission to PW7 (Gakuo advocate).

33 **PW9 Emmanuel Kenga** is a police forensic examiner. He testified that on 3rd November 2010, he received a memorandum(PEXB23) to examine signatures on exhibit D and D2, F 1 and F3 and E with known signatures. He did analysis on D1, D2 and F1, F3 with known signatures on E. He did not find any agreement with the signatures. He prepared a report(EXB24) which he signed.

34 The Appellant gave a sworn statement for her defence without calling any witnesses. She denied forging any documents or presenting the same for registration. She also denied that she obtained registration fraudulently or by false pretence as charged.

35 In her defence she testified that she met Mariam Kassim Said who told her that she had property for sale along Moi Avenue Mombasa. The two then agreed on the purchase price which was Kshs 3 million. Mariam forwarded the documents to her and she in turn forwarded them to her advocate.

36 Thereafter she went on holiday and left her brother to deal. On coming back after about 4 months, Mariam had been paid Kshs. 450,000/-and by that time, they had moved into the go-down on Mombasa Block XIX/315.

37 One Kiarie informed her that he had prepared all documents. She then called Mariam as they were to meet in Kiarie's office. Mariam did not turn up on that day and she organized for another meeting.

38 However, PW3 surfaced, introducing himself as Mariam's brother and told her that the price for the said plot was Kshs. 6 million. She requested him for a meeting in Kiarie's office. They met and he indicated that he had a power of attorney (EXB8b) with PW4. He brought the power of attorney to Kiarie after 3 months.

39 She said PW4 later changed the purchase price to 9 Million and she did not agree. She then requested that the property Mombasa Block XIX/315 be rented to her at Kshs. 45,000/= p.m since they already had her Kshs. 450,000/=and there were repairs to be done on the go- down, she defaulted paying the rents on justification that the rent be deducted from Kshs. 450,000/=

40 Subsequently, they moved to court and obtained orders to pay through court. In 2010, Mariam resurfaced and was still willing to sell the property if she withdrew the suit and signed an agreement with PW5. She paid the purchase price and stamp duty through PW5 and the plot was registered in her names within two months she then sold it.

41 In cross examination, she admitted that she did not have a copy of official search prior to her buying the said property and she did not have any evidence of her payment of Kshs. 450,000/-.

42 According to the Appellant, she only agreed to pay rents on this plot because it was in her interest. She also admitted that she did not pay any balance and had nothing to show that she ever paid anything at all.

43 M/S J.O Magolo & Co advocates filed submissions on behalf of the Appellant. Counsel submitted that the complainant one **Mariam Kassim Said** never testified as it was alleged she had given a power of attorney to PW3. According to counsel, the charges facing the Appellant are felonies in Kenya and as such should have been be handled with the same seriousness without leaving any doubt as to whether the Appellant was being unfairly condemned.

44 Counsel further submitted that according to the Appellant's evidence, the Power of Attorney was revoked and a Notice of Revocation was given as evidence by the Appellant but the trial court did not even address the issue of the said revocation. He contended that the trial of the Appellant proceeded illegally and in breach of her constitutional rights as there was no statement from Mariam Kassim Said. The said Mariam was not called to testify.

45 Counsel urged the court to look at the power of attorney, its date and when the owners purchased Mombasa Block XIX/315. He submitted that the Appellant's defence was never considered as she explained everything about this transaction.

46 Counsel took issue with the manner in which the proceedings were conducted as the matter started afresh before Mr. Kimanga but the testimony of the Land Registrar is missing. According to him the Land Registrar's evidence being crucial left a gap which should result in the Appellant's acquittal.

47 Miss Maina for the Respondent opposed the appeal. She submitted in reference to page 20 that directions were taken to the effect that the case should proceed from where it had stopped. She further submitted that the power of attorney had been given by PW4 and Mariam and at no point was the new power of attorney produced since it was not an original.

48 Counsel submitted that the transaction was conducted by an advocate who was never called as witness. That the Appellant made a few payments and even fenced Mombasa Block XIX/315. She finally submitted that PW9 the document examiner confirmed that the lease was a forgery.

DETERMINATION.

49 This is a first appeal and this court has a duty to re-evaluate and re-consider the evidence adduced and arrive at its own independent conclusion. See **Okeno v Republic 1972 E.A 32; Pandya v Republic [1957] E.A 336 and Kariuki Karanja v Republic [1986] KLR 190.**

50 I have considered the evidence on record, the grounds of appeal, the submissions by counsel and the cited authorities. The Appellant have raised total of 7 grounds of appeal. Upon considering all I have stated above, I will narrow them to three issues which are:-

- (i) Whether the testimony of the land registrar was missing.**
- (ii) Whether the charges against the Appellant were proved.**
- (iii) Whether the sentence meted out against the Appellant was harsh.**

Issue No (i)

Whether the testimony of the land registrar was missing

51 The Appellant's counsel submitted that the manner in which these proceedings were conducted was un procedural. He contended that the case started afresh before Mr Kimanga, but the testimony of the Land Registrar is missing.

52 The record of proceedings clearly shows that plea was taken before Hon. T. Ole Tanchu on 26/1/2011 who proceeded to hear the evidence of PW1 John Wanjohi Gichuki the Land Registrar who was based in Mombasa on 30/5/2012.

53 On 26th September 2012 directions were taken before Hon. E. Michieka (SRM) on how the matter should proceed. Mr Kibe for the Appellant clearly stated that the matter should proceed from where it had stopped. Once again on 9/3/2013 the record reads as follows:

On 9/3/2013, the record reads as follows:-

Before Hon. G.O. Kimanga-RM

Court Prosecutor: Munguti for State

Court Clerk: Wasami

Accused : Present

Kibe for the Accused.

Prosecutor: I have 3 witnesses but I don't have the file. I pray it be placed aside.

Kibe: we would want to take directions to start from where it stopped.

Court: Proceedings to be typed.

Hearing on the 20/6/2013.

20/6/2013

Before Hon. G.O Kimanga -RM

Court Prosecutor: Munguti for State

Court Clerk: Wasamu

Accused

Prosecutor: I have 4 witness and ready to proceed

Kibe: for the Accused

Court:

PW1 MALE ADULT MUSLIM DULY SWORN STATES Hussein Noor Mohammed.

54 From the record of proceedings, the Appellant's own advocate (Mr Kibe) informed the court that he wished the trial to proceed from where it had stopped. Thus, on 20/6/2013 Hon. Kimanga proceeded by taking the testimony of PW2 Hussein Mohammed Noor who was inadvertently recorded as Pw1. Therefore, the evidence taken before Hon. T. Ole Tanchu on 26/1/2011 being that of John Wanjohi Gichuki (PW1) the Land Registrar formed part and parcel of the evidence which was rightfully considered by the trial court. There was no gap in the proceedings as alleged.

Issue No (ii)

Whether the charges against the Appellant were proved

55 It was the Appellant's counsel's submission that she should not have been tried since the prosecution failed to call one Mariam Said to adduce evidence. However, after evaluating the evidence of the Prosecution, with or without the evidence of Mariam, the case against the Appellant would still stand. According to the evidence of PW3, he purchased land parcel No. Mombasa/Block/XIX/315 but registered the same in the name of PW4 and Mariam Said as joint owners.

56 The said Mariam Said has been out of the country. PW4 explained that the sole reason Pw3 registered land parcel No. Mombasa/Block/XIX/315 in his name and that of Miriam was because it was mandatory for him to own property in Kenya to obtain a visa to travel out of the country.

57 Subsequently, Pw3 and the said Mariam signed a power of attorney granting PW3 power to deal with land parcel No. Mombasa/Block/XIX/315 on their behalf. PW4 denied vehemently the fact that he had relinquished the power of attorney given to PW3 and sold land in issue to the Appellant. PW4 being a joint owner of land parcel No. Mombasa/Block/XIX/315, had to give his consent to the purported sale of this land to the Appellant. It could not be sold by Mariam alone without PW4's participation. Therefore with or without the evidence of Mariam, there was no error on the part of the prosecution to charge the Appellant.

58 The 1st Count facing the Appellant is that of making a false document contrary to section 357(a) of the Penal Code. The evidence of PW5 was that the clerk came with instructions from the Appellant to him to prepare the sale agreement and transfer. He directed the clerk to go and prepare the same and bring them for attestation which he did . PW5 then proceeded to confirm the details on the sale agreement and transfer from the Appellant on phone vide a conversation between her and the clerk.

59 The Appellant later proceeded to pay stamp duty and rates and used the same documents to transfer the land from Mariam Kassim Said to her names. During cross examination, the Appellant had nothing to show that she actually paid for the purchase price to Mariam Kassim herself or through her advocate. PW5 denied acting for her in the transaction and only admitted as having attested to the contents of the already prepared transfer documents which had the passport of the Appellant.

60 There is evidence that the Appellant confirmed to the advocate through the clerk that the contents were in order. Further the executed transfer ended up in her hands and she later used it for her own benefit. She knew the origin of this document which is none but herself. I therefore agree with the trial court's finding that the Appellant is guilty of the offence of making a false document contrary to section 357(a) of the Penal Code.

61 Furthermore, it has also been proved by the prosecution that the Appellant used the transfer and certificate of lease to apply for registration and to pay for stamp duty. PW5 confirmed that he never met the appellant or Mariam and that he was not involved in the registration process of these documents at all. The law requires that only the buyer or his or her advocate presents the documents for registration. From the documents herein the Appellant acted in person.

62 It has been shown that the Appellant uttered a false document contrary to section 353 of the Penal Code. The transfer of lease for plot No. Mombasa/Block/XIX/315 has been proved to have been a forged document which was presented to the Land Registrar as if it was a genuine one.

63 In Count **111** the Appellant was charged with forgery of official documents contrary to section 351 of the Penal Code. The evidence of PW3 was that he was in possession of the original power of attorney in respect to this property. On the other hand the Appellant claimed she had a power of attorney in another person's name. This alleged holder of the power of attorney was never called as a witness. Furthermore PW4 vehemently denied ever revoking the power of attorney him and Marriam had bestowed on PW3. This was a joint ownership and there was no way P4 or Mariam Kassim Said acting alone could revoke the power of attorney they had given to PW3. In any event any such revocation ought to have been brought to PW3's notice otherwise how would he have ever known that he was no longer acting in such capacity?

64 I therefore find that it is only PW3 who had the authority to transact on behalf of PW4 and Mariam Said. The signature on the certificate of Lease (EXB 18) was said to be that of Mary Kia's and Land Registrar. PW9 the Document Examiner who compared Mary Kia's known signature and what appeared on EXB 18 found them not to match at all. It was therefore evident that EXB18 was a forged document

65 In Count IV she was charged with uttering of a false document namely certificate of lease contrary to section 353 of the Penal Code. As stated by PW1 the Appellant did not use an advocate to present the documents for registration at the Lands office. In her defence the Appellant makes mention of an advocate called Kiarie and a Mr. Abdulkhahmi who she used in this transaction. This is a serious issue involving the use of forged documents for an official transaction. Mr Kiarie and Abdulkhahmi Kassim should have been presented as her witnesses to rebut the prosecution's evidence.

66 Having found counts 1, 3 and 4 proved it is clear that the end product of the actions in the said counts was an unlawful and illegal registration. The registration of the certificate of lease into the Appellant's name using forged documents resulted in a false registration.

67 There is no evidence that the Appelant paid either PW3 or PW4 or Mariam Kassim Said any money for the purchase of the plot No Mombasa/Block XIX/30. In short there is nothing before this court to show that the Appellant genuinely acquired this property.

68 PW9 the Document Examiner classified all the documents leading to the registration as forgeries. Having reconsidered both the prosecution and defence evidence, I am satisfied that the learned trial magistrate's conclusion was rightly arrived at, and I uphold the convictions on counts 1, III, IV & IV.

Issue No (iii)

Whether the sentence meted out against the Appellant was harsh.

69 As a result of the Appellant’s actions and resale of the property after the same was transferred into her name she received over Kshs 25 Million which was not lawfully due to her. The Appellant was sentenced to serve a prison term on each count with no option of a fine. Was this harsh and excessive?

70 In *Bernard Kimani Gacheru v. Republic, Cr. App. No. 188 of 2000* the Court of Appeal in Nairobi stated the law as follows:

“It is now settled law, following several authorities by this Court and by the High Court, that sentence is a matter that rests in the discretion of the trial court. Similarly, sentence must depend on the facts of each case. On appeal, the appellate court will not easily interfere with sentence unless, that sentence is manifestly excessive in the circumstances of the case, or that the trial court overlooked some material factor, or took into account, some wrong material, or acted on a wrong principle. Even if, the Appellate Court feels that the sentence is heavy and that the Appellate Court might itself not have passed that sentence, these alone are not sufficient grounds for interfering with the discretion of the trial court on sentence unless, anyone of the matters already stated is shown to exist.”

(See also Alex Abuga Omache v Republic, Cr. App. No. 152 of 2000 and I. P. Veronica Gitahi & Another v. Republic, Cr. App. No 232 of 2016).

71 The sentence provided for offences under section 357(a), 351, 353 of the Penal Code is seven (7) years respectively while section 320 Penal Code provides for a one year sentence. The trial court gave the appellant four (4) years imprisonment on each of Count 1 Count III & Count IV and eight (8) months on Count V

72 I have considered all that she stated in mitigation before the trial court. I have equally considered the circumstances in respect of this matter. A probation report had been called for by the trial court and even considered but I have not traced it in the file. It’s however clear that it was not a positive one. I have reconsidered the sentence in order to give an alternative of a fine.

73 I therefore set aside the sentence meted out by the trial court and substitute it with the following sentences:

- C1 Fine of Kshs 3 Million i/d 2 years imprisonment
- C3 Fine of Kshs 3 Million i/d 2 years imprisonment
- C4 Fine of Kshs 3 Million i/d 2 years imprisonment
- C5 Discharged under section 35(1) Penal Code.

Sentences to run consecutively.

74 The result is that the appeal on conviction is disallowed.

Appeal on sentence succeeds to the extent shown above. The bond is automatically cancelled.

Signed, dated and delivered this 26th day of October 2018 in Open court at Mombasa.

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HEDWIG I. ONG’UDI

JUDGE