

REPUBLIC OF KENYA

IN THE HIGH COURT OF KENYA

AT NAIROBI

SUCCESSION CAUSE NO. 456 OF 2004

IN THE MATTER OF THE ESTATE OF JOICE NYAMBURA NYANJA (DECEASED)

RULING

1. A consent dated 29th October 2004 was placed before Kubo J on 17th November 2004, and the same was adopted as an order of the court. The same disposed of the assets of the deceased in Nairobi and Eldoret. The consent was amended through a fresh document lodged herein on 25th November 2008. The amendment only disposed of shares in Standard Chartered Bank.

2. According to the consent the estate of the deceased was to be shared out between Gideon Nyanja Kuria, the widower of the deceased, and Njeri Kirenga Macharia, the mother of the deceased. The parties agreed on a mode of distribution, where the widower was to get what is described as the Kitengela plot and some money, while the mother got what is described as the Kingongo plot and the old Uganda Road plot. The widower was also to get the shares from Railway Housing Cooperative Society Limited and the Standard Chartered Bank Kenya Limited.

3. To facilitate the distribution agreed upon, the widower filed a summons for confirmation of the grant dated 20th November 2008. She named the mother of the deceased and himself as the sole survivors, and for distribution he attached a copy of the amended consent order lodged herein on 4th September 2008.

4. The matter was placed before Rawal J on 23rd February 2009, who directed the applicant to furnish the court with proof of existence of the assets sought to be distributed. This he has done through an affidavit that he swore on 30th May 2017. He states that the assets available for distribution are Kajiado/Kaputiei North/12795, Eldoret Municipality/Block 21 (Kingongo)/577, Eldoret Municipality/Block 11/701, and shares in Standard Chartered Bank and Nafaka Sacco Society Limited. He has attached copies of documents to support ownership. He has averred that in some the deceased is referred to in her maiden name, Joice Nyambura Kirenga. He states that he has been unable to get the documents relating to the deceased's shares at NCPB and Railway Housing Cooperative Society Limited.

5. I trust that Kajiado/Kaputiei North/12795 is what is described in the consent as the Kitengela plot, while Eldoret Municipality/Block 21 (Kingongo)/577 is the Kingongo plot and Eldoret Municipality/Block 11/701 the old Uganda Road plot.

6. The shares in Nafaka Sacco Society Limited were not allocated in the consent. I shall allot them to the widower; after all he should have priority over any other beneficiary.

7. In the end, I shall dispose of the application dated 20th November 2008 in the following terms -

(a) That Kajiado/Kaputiei North/12795, and shares in Standard Chartered Bank and Nafaka Sacco Society Limited shall devolve upon Gideon Nyanja Kuria;

(b) That Eldoret Municipality/Block 21 (Kingongo)/577 and Eldoret Municipality/Block 11/701 shall devolve upon Njeri Kirenga Macharia;

(c) That the grant of letters of administration intestate made herein on 28th April 2004 to

Gideon Nyanja Kuria shall be amended to add Joice Nyambura Kirenga as an alias to the name of the deceased; and

(d) That thereafter the said grant shall be confirmed in terms of paragraphs (a) and (b) here above, and a certificate of the said confirmation shall issue accordingly to Gideon Nyanja Kuria.

DATED, SIGNED and DELIVERED at NAIROBI this 19TH DAY OF OCTOBER, 2017.

W. MUSYOKA

JUDGE