



**Onderi & another v Tamaro & 2 others (Environment & Land Case
1247 of 2016) [2023] KEELC 22101 (KLR) (7 December 2023) (Judgment)**

Neutral citation: [2023] KEELC 22101 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT KISII
ENVIRONMENT & LAND CASE 1247 OF 2016**

M SILA, J

DECEMBER 7, 2023

BETWEEN

JOSPETER ONDERI 1ST PLAINTIFF

ABEL NYABUTO ONYANDO 2ND PLAINTIFF

AND

JOHN OMOORIA TAMARO 1ST DEFENDANT

KISII DISTRICT LAND REGISTRAR 2ND DEFENDANT

HON. ATTORNEY GENERAL 3RD DEFENDANT

JUDGMENT

A. Introduction And Pleadings

1. This suit was commenced on 28 August 2002 by way of plaint, which plaint was amended on 9 March 2011. In the amended plaint, the plaintiffs have pleaded that their father died in 1992 while he was the registered proprietor of the land parcel Majoge/Bombaba/1201. It is averred that he left behind, as children, the two plaintiffs and five others, including one Agness Moraa Nyagonde, a widow of one of his deceased sons called James Nyagonde Onyango. It is averred that in 1995, the heirs wished to distribute his estate and that the 1st plaintiff applied for a grant of letters of administration. It is claimed that the 1st defendant held himself out as a Survey Assistant and that he actively assisted the 1st plaintiff to apply for the grant. 2. It is contended that the 1st defendant fraudulently, wrongfully and irregularly, purported to procure a grant on behalf of the 1st plaintiff, proceeded to subdivide the land of the deceased into six portions, and caused the same to be transferred to the heirs with active participation of the 2nd defendant (the Kisii District Land Registrar) as a result of which the plaintiffs have suffered damage and loss. The following particulars of fraud are pleaded :-



- a. Securing a grant of letters of administration in favour of the 1st plaintiff prematurely and before expiry of the 30 day notice of publication.
 - b. Causing the subdivision of parcel No. Majoge/Bombaba/1201 into six portions without authority of the Divisional Land Control Board.
 - c. Procuring the transfer to the 1st defendant of the subdivision No. Majoge/Bombaba/2291.
 - d. Causing another subdivision of Majoge/Bombaba/2290 into two parcels namely Majoge/Bombaba/2362 and 2363 and securing transfer to the 1st defendant therefore of the said parcel No. Majoge/Bombaba/2363 without authority and consideration.
 - e. Causing distribution of the deceased's landed property before confirmation of the Grant of Letters of Administration.
 - f. Closing title No. Majoge/Bombaba/1201 and creating resultant parcels before confirmation of grant.
3. It is pleaded that the 2nd defendant wrongfully caused the transfer to the 1st defendant of two of the resultant subdivisions. In the suit, the plaintiffs seek the following orders :-
- a. A declaration that the subdivision of parcel No. Majoge/Bombaba/1201 on transmission before the confirmation of grant is null and void.
 - b. A declaration that the transfer of parcels No. Majoge/Bombaba/2291 and 2363 unto the 1st defendant was illegal null and void; rectification of the register; and an order that the 1st defendant do transfer the same to the 1st defendant.
 - c. Damages.
 - d. Costs.
 - e. Interest.
 - f. Any other relief the court may deem just.
4. The 1st defendant filed a defence which he also amended. He denied holding himself out as a Survey Assistant or Surveyor. He pleaded that the 1st plaintiff introduced himself to him as administrator of the estate of his late father and that the 2nd plaintiff requested him to purchase his portion which the 1st plaintiff would transfer to him. He denied assisting the plaintiffs to apply for the grant of letters of administration. He averred that he purchased from the 2nd plaintiff a portion of land measuring 420 X 105 feet at Kshs. 60,000/=, being his share of the land, with the consent and blessings of the 1st plaintiff. He denied committing any fraud. He pleaded that the 1st plaintiff, as administrator, transferred to him the portion of land that he purchased from the 2nd plaintiff; that the 1st plaintiff applied for subdivision and obtained the relevant consent from the Land Control Board; and that he filled and signed the transfer forms to his favour. He pleaded that he bought a second portion of land again from the 2nd plaintiff after the 2nd plaintiff had obtained a title in his name, being title to the land parcel Majoge/Bombaba/2262, and after going through the requisite process, the land was transferred to him. He further pleaded that the claim is time barred as the amended plaint was filed more than 13 years to the transactions.
5. The 2nd and 3rd defendants also filed defence. They denied unlawfully causing transfer of the parcels No. 2291 and 2363 to the 1st defendant.



6. It is with the above pleadings that the matter proceeded for hearing.

B. Evidence Of The Parties

7. PW-1 was the 1st plaintiff. He testified that his father, Allan Onyando Nyanato, used to own the land parcel Majoge/Bombaba/1201 (hereinafter simply described as parcel No. 1201). He stated that after the death of his father they filed a succession cause. He testified that he was on his way to the Chief's office to obtain a letter to assist him file for a grant when he met the 1st defendant. He alleged that the 1st defendant told him that he could assist them obtain letters of administration and asked for the Chief's letter once it is obtained. He testified that after he got the Chief's letter he handed it over to the 1st defendant, together with his original ID card, the original Death Certificate and Kshs. 1,000/=. The 1st defendant then told him that he needed to have the application advertised in the Kenya Gazette and he paid the 1st defendant Kshs. 4,000/= for this purpose. He stated that the 1st defendant filed Succession Cause no. 212 of 1995 and he (PW-1) was thereafter issued with a grant of letters of administration. He went on to state that the 1st defendant told him that the land parcel No. 1201 was going to be transferred to his name (PW-1's) and he gave the 1st defendant Kshs. 6,000/= for this purpose. This was done and he subsequently gave the 1st defendant Kshs. 11,000/= for subdivision of the land. He stated that the 1st defendant came with a second person to carry out the survey and that the land was to be divided into six portions, for the following persons : PW-1, Wilfred Onyando, Abel Nyabuto Onyando, Samuel Onderi Onyando, Agnes Moraa Nyagonde, and Mellen Nyanjira Onyando. He testified that he later learnt that the land was indeed subdivided into six portions, being the parcels Majoge/Bombaba/2286, 2287, 2288, 2289, 2290 and 2292. He testified that the 1st defendant allocated himself the parcel Majoge/Bombaba/2291 (hereinafter simply referred to as parcel No. 2291) and that he did this before the grant was confirmed and before obtaining consent of the Land Control Board. He testified that the other subdivisions were distributed as follows : the parcel Nos. 2286 (2.24Ha) , 2287 (4.07 Ha) and 2288 (4.70 Ha to himself (PW-1); the parcel No. 2289 to Agnes Moraa; the parcel No. 2290 to Abel Nyabuto (2nd plaintiff); and that the 1st defendant allocated himself the parcel No. 2291. He claimed not to know how the 1st defendant managed to carry out this exercise without first following the requisite procedure. He stated that he reported to his advocates on record who did a search and it was discovered that the 1st defendant had allocated himself another subdivision, being Majoge/Bombaba/2363 (hereinafter simply referred to as parcel No. 2363), which arose from subdivision of the parcel No. 2290 that was subdivided into the parcels No. 2362 and 2363. He testified that the parcel No. 2362 came to be registered in name of Abel Nyabuto (2nd plaintiff). He testified that he has other brothers who were not given land; he identified them as Wilfred Onyando, Samuel Onyando, and his mother Mellen Nyanjira Onyando.
8. He continued to testify that Abel Nyabuto (2nd plaintiff) wanted to sell land to the 1st defendant and the 1st defendant paid him Kshs. 37,000/=. He testified that he took the matter before the family who rejected the deal and that he informed the 1st defendant of the family decision. He testified that his mother went to the Chief for assistance to ensure that no land is sold to the 1st defendant and that she also went to the Land Control Board to inform them that no land was to be sold. He however later learnt that Abel had gone ahead to sell to the 1st defendant the parcel No. 2363. He acknowledged that this particular parcel was already in the name of Abel when he sold it.
9. He stated that he wants the subdivision that was allegedly carried out by the 1st defendant cancelled and the land to revert back to the parcel No. 1201. He affirmed that the 1st defendant occupies the parcels No. 2291 and 2263 which are side by side. He cultivates them though he has no residence on them.



- He added that the 1st defendant was given possession after paying Abel Kshs. 37,000/= . He claimed that this was to be a lease.
10. Cross-examined by counsel for the 1st defendant, he testified that he was accompanied by his brother, Samuel Onderi, when he went to the Chief to write to him a letter for purposes of filing succession. The Chief issued him with a letter that named seven dependants. He elaborated that his father had two wives, Rosa Nyatichi as the 1st wife who was deceased, and Mellen Nyanchera, as the 2nd wife, and who was said to still be alive. The Chief's letter had the names of the two wives and their sons. He acknowledged that he signed the form required to file for a grant. Other beneficiaries, being Agnes Moraa, Abel Nyabuto (2nd plaintiff), Wilfred Nyaboga, and Samuel Onderi, also signed the form. The application was published in the Kenya Gazette of 19 May 1995. A grant was subsequently issued to him and the title to parcel No. 1201 was transferred to him. He acknowledged that he went to a firm of surveyors, Olweny & Associates, and he caused the said parcel No. 1201 to be subdivided into six portions, being the parcels No. 2286 – 2291. He denied that he transferred any of the subdivisions to the heirs. He refuted that he was the one who transferred the subdivisions and he asserted that the transfers were done by the 1st defendant as he had his original ID card. He claimed that he met the 1st defendant along the road and he stated orally that he would help them in dividing the land. He confirmed that he witnessed the sale agreement dated 27 January 1995, between his brother Abel (2nd plaintiff) and the 1st defendant, and he saw the 1st defendant hand over Kshs. 37,000/= as consideration. He however claimed that he was simply called and he did not know what it was all about and that when he was told it concerns land, he consulted the family who rejected the transaction. He testified that he was not aware of the second agreement between Abel and the 1st defendant dated 18 September 1996.
 11. . He testified that it was Mellen who made the report to the Chief with a complaint that Abel has sold land to the 1st defendant and also made a report to the Land Control Board. He testified that there was a dispute that went before the clan elders. The issue was that Mellen was entitled to a portion of land that Abel sold to the 1st defendant. He claimed that Abel sold the land because he believed the world was coming to an end and he wanted to go to heaven but the family denied him consent to sell. He stated that the clan held that Abel wrongfully sold the land to the 1st defendant. He alleged that his mother Mellen refused to give authority to Abel to sell the land. He faulted the 1st defendant for buying land from Abel despite objection from the family and also colluding with the Land Registrar to create a title in his name. He however acknowledged that Abel was entitled to a share of the land. He confirmed that he was not happy with the sale of land to the 1st defendant as there was no good reason to sell the land. He denied that he was the one who transferred the parcel No. 2291 to the 1st defendant and claimed not to know how he acquired the title thereto.
 12. Re-examined, he testified that it was the 1st defendant who filled in the succession forms and that it was him who went to Nairobi to procure the publication in the Kenya Gazette. He could not remember going to the Land Control Board for consent to subdivide the parcel No. 1201. He now alleged that parcel No. 2286 belongs to his father's younger wife; and that the plot No. 2291 belongs to his mother (Mellen). He denied transferring the parcel No. 2290 to Abel and insisted that it was transferred to him by the 1st defendant in unclear circumstances.
 13. Questioned by the court, he acknowledged that it was him who signed the mutation form to subdivide the parcel No. 1201 into six portions. He however alleged that after the subdivision, he did not take any further action, and did not know how the beneficiaries got their titles to the subdivisions.
 14. It was said by Mr. Bosire, learned counsel for the plaintiffs, that he would not call the 2nd plaintiff since his evidence would be the same as that of PW-1, and therefore, with the above evidence, the plaintiffs closed their case.



15. DW-1 was the 1st defendant. He testified that the 2nd plaintiff approached him with a request to buy land. He wished to sell the land at Kshs. 70,000/= which he did not have. The 2nd plaintiff however persisted and eventually agreed to sell to him a portion measuring 420 X 105 feet (about one acre) for Kshs. 60,000/=. He went to Abel's home and paid him Kshs. 50,000/= and later paid him Kshs. 10,000/=. They wrote a sale agreement dated 27 November 1995 and later went to an advocate on 15 February 1996 for him to record the agreement. He testified that what was being sold to him was a portion of the parcel No. 1201. He stated that when the 2nd plaintiff approached him, he told him that they have filed succession; that Jospeter (1st plaintiff and PW-1) was the administrator; and that the parcel No. 1201 had been transferred to him. He produced a copy of the Green Card to demonstrate this. He also produced the mutation form showing subdivision of the parcel No. 1201 into six portions. He explained that he came to be registered as owner of parcel No. 2291 from Abel's share and Abel retained the subdivision No. 2290. He elaborated that Abel sold to him a second portion, measuring 125 X 420 X 68 feet (about $\frac{3}{4}$ of an acre) and they wrote a sale agreement dated 18 September 1996. What was being sold was from the subdivision No. 2290 which was already in the name of Abel. The land parcel No. 2290 was split into two, being numbers 2362 and 2362; Abel retained the parcel No. 2362 and transferred to the 1st defendant the parcel No. 2363. The transaction was approved by the Land Control Board and the consent was produced as an exhibit. He also produced the mutation form. He testified that he was never involved in the succession cause. He asserted that his titles were properly acquired and that he committed no fraud.
16. Cross-examined by counsel for the 2nd and 3rd defendants, he testified that he has never been a surveyor and has never trained as one. He went to school up to class seven. He reiterated that it is the plaintiffs who approached him with an offer to buy land. The land sold to him abuts his family land and they were immediate neighbours. He testified that the land was sold to him after the beneficiaries had done succession. He pointed out that PW-1 was the administrator of the estate and he was a witness to the first agreement that he had with Abel. He also testified that it was PW-1 who did the subdivision and it was PW-1 who transferred title to the subdivision No. 2291. He stated that it was PW-1 who went to the Land Control Board for consent to subdivide and transfer. He got his title and took possession and there was no complaint from Abel. He stated that it was PW-1 who started complaining in the year 2001. On the other land, he reiterated that it was sold to him by Abel after he had obtained title to the subdivision No. 2291.
17. Cross-examined by counsel for the plaintiff, he could see that PW-1 got registered as proprietor of parcel No. 2901 on 27 December 1995. He did not know how he got registered as proprietor and was not aware of what succession forms were used to cause his registration. He was not involved in the succession and did not know if all beneficiaries got land. He was asked whether Wilfred got land and he stated that he was not aware though he did claim that Wilfred got the parcel No. 2286. It was PW-1 who obtained consent to transfer. He testified that he went to the Board but the consent could not be traced and he was also unable to obtain the transfer from the Land's office. He was not aware whether confirmation of the grant had been done when he bought a portion of the parcel No. 2290 from Abel. The search did show him as proprietor.
18. Re-examined, he repeated that he was not involved in the succession and that if anybody was left out that is a matter for the family.
19. DW- 2 was Cecilia Harriet Osvera, a Land Registrar in Kisii. She affirmed that the parcel No. 1201 was owned by Aran Onyando. Transmission was done to PW-1 through a form RL-19 that was presented for registration on 27 December 1995 by the administrator who was PW-1, and he ended up being registered as owner. PW-1 thereafter presented a mutation form on 12 February 1996, to divide the land into six portions being the parcels No. 2286 – 2291. The title to the parcel No. 1201 was then closed on



subdivision. Regarding transfer of the parcel No. 2291 to the 1st defendant, she testified that transfer was effected to the 1st defendant on 13 February 1996. She could see that there was an application to the Land Control Board and consent was issued. The transfer of the land was thereafter registered. She could see that there was an attempt by PW-1 to register a caution on 12 March 2001 which was rejected with remarks ‘the cautioner is the one who transferred the land to John Omooria Tamaro.’

20. On transfer of the parcel No. 2290, she testified that the register was opened in name of PW-1 who subsequently transferred title to Abel, the 2nd plaintiff, after obtaining the requisite consent to transfer and executing the transfer forms. She affirmed that this parcel No. 2290 was later subdivided into two to create the parcels No. 2362 and 2363, with the parcel No. 2362 remaining in Abel’s name, and No. 2363 transferred to the 1st defendant. She could see the Land Control Board consent and the transfer instrument. There was an attempt by the 1st plaintiff to register a caution but it was rejected on basis that the applicant was seeking to caution the land on behalf of Hellen Nyanchera. According to her, all requisite documents are there and they speak for themselves. She denied any collusion with the 1st defendant.
21. She was cross-examined on what forms are used on transmission. She explained that the form RL 19 was used to transfer land from the deceased to the administrator and the form RL 7 used to transfer land from the administrator to the beneficiaries. Other times, RL 7 could be skipped if the administrator was also the beneficiary. She affirmed that what she had in the file was only the RL 19 form. She did not have a confirmed grant in her file. She affirmed that the mutation form for the parcel No. 1201 was duly paid for and registered on 12 February 1996 and consent to subdivide had been issued on 5 December 1995. The land was subdivided into six parcels which all came to be registered in the name of the administrator and it was as if PW-1 was the sole beneficiary. She did not know who the beneficiaries of the estate were but she stated that nobody seemed to have complained.
22. DW-3 was Japheth Onkangi Ondara. His evidence was that Abel came to him and informed him that he was selling land. He accompanied him to the 1st defendant to ask whether he would be willing to purchase. There were negotiations after which Abel sold to the 1st defendant land for Kshs. 60,000/= . He confirmed that PW-1 was present during the sale. To his knowledge, Abel was selling his share in the land. He was cross-examined on whether Elizabeth, a sister was given land, and he stated that he does not know.
23. With the above evidence, the defence closed their case.
24. I invited counsel to file written submissions and I have seen the submission of counsel for the plaintiff and the submissions of the 1st defendant. I have taken these into account before arriving at my decision.

C. Analysis And Disposition

25. Having gone through the pleadings and the evidence, I really wonder why the defendants were sued. The pleadings contend that the 1st defendant fraudulently caused subdivision of the original land parcel No. 1201 but the evidence demonstrates quite the contrary. The evidence shows that after the proprietor of the original parcel of land died, the 1st plaintiff, who was his son, filed a succession cause. In his pleadings, the plaintiffs allege that the 1st defendant is the one who filed the succession cause but that is a pretty ridiculous assertion. It is the 1st plaintiff who filed the succession cause and not the 1st defendant. I have no evidence whatsoever that the 1st defendant is named anywhere in the succession cause. I am actually baffled by the contention of plaintiffs that the succession cause was filed by the 1st defendant. On what basis are the plaintiffs contending that the succession cause was filed by the 1st defendant when the 1st defendant is not named as administrator, is not named as a beneficiary, and



signed nowhere in the succession cause? There is truly no substance in the allegation that the succession cause was filed by the 1st defendant or upon his instruction.

26. Moving on, the plaintiffs in their pleadings claimed that the 1st defendant illegally subdivided the parcel No. 1201 in collusion with the Land Registrar. Again, I am dumbfounded by such assertion. The evidence is clear that PW-1 himself is the one who proceeded to prepare the mutation forms, signed them, and lodged them for registration. He is the one who proceeded to subdivide the land parcel No. 1201 into six parcels being the land parcels No. 2286 – 2291. There is zero evidence that the subdivision of the parcel No. 1201 was done by the 1st defendant, or that the 1st defendant was even involved in the process of subdivision. There is also nothing to suggest that the 1st defendant unlawfully transferred to himself the land parcel No. 2290. The evidence is stark that it is the 1st plaintiff (PW-1) who did that. He subdivided the parcel No. 1201 into six parcels all bearing his name. He then transferred the land parcel No. 2291 to the 1st defendant. The 1st plaintiff is the one who applied for, and obtained, consent of the Land Control Board, and he is the one who signed the transfer of the land parcel No. 2291 to the 1st defendant. And it would appear that he transferred this land parcel No. 2291 to the 1st defendant in the knowledge that he had purchased a share of the 2nd plaintiff, so that instead of first transferring his share to him, he thought it more prudent to directly transfer this share to the 1st defendant. He had knowledge of the sale of the land to the 1st defendant by the 2nd plaintiff for he was a witness to the sale agreement between the two. I wonder on what basis he is claiming that the 1st defendant fraudulently caused the transfer of the parcel No. 2291 to himself. Such allegation has no basis at all.
27. I also see nothing untoward in the transfer of the land parcel No. 2363 to the 1st defendant. The evidence shows that the 1st plaintiff transferred to the 2nd plaintiff the parcel No. 2290 which was one of the subdivisions of the parcel No. 1201. The 2nd plaintiff proceeded to subdivide this land into two, that is the parcels No. 2362 and 2363. He retained the parcel No. 2362 for himself and transferred the parcel No. 2363 to the 1st defendant. This was after he had sold part of the parcel No. 2290 to the 1st defendant. The documents demonstrate that it is the 2nd plaintiff who applied for mutation of the parcel No. 2290, he is the one who applied for, and obtained, consent from the Land Control Board. He signed the transfer forms to the 1st defendant. I am at a loss as to why he is complaining.
28. It will be recalled that the 2nd plaintiff never testified. Although it was said that he did not testify because his evidence was the same as that of the 1st plaintiff, I don't believe that. I think the 2nd plaintiff has nothing to do with this case. Although he was named as 2nd plaintiff, it was the 1st plaintiff who swore the verifying affidavit, and I have seen no authority from 2nd plaintiff authorizing the 1st plaintiff to file this case. He never filed any witness statement nor executed any document relating to this case. I am of the persuasion that this case was a venture of the 1st plaintiff without the blessings of the 2nd plaintiff. The 1st plaintiff is purporting to complain on behalf of the 2nd plaintiff but the 2nd plaintiff does not appear to have any problem at all. He has not said that he never sold land to the 1st defendant and has not denied directing the 1st plaintiff to directly transfer part of his share of inheritance to the 1st defendant. The 2nd plaintiff has also not refuted subdividing the share that was registered in his name and transferring to the 1st defendant part of it. I see no issue at all from the 2nd plaintiff who for all intents and purposes appears to be fine with the transactions. As I have pointed out, he filed no verifying affidavit, filed no authority to the 1st plaintiff, filed no witness statement, and did not testify.
29. In his submissions, Mr. Bosire Gichana, learned counsel for the plaintiffs (or should I say 1st plaintiff) submitted that there was an unlawful subdivision of the original land parcel No. 1201 and referred me to Section 45 of the *Law of Succession Act*, Cap 160, Laws of Kenya, which bars the intermeddling of the estate of a deceased person. He also referred me to Section 55 of the same *Act* which provides that a grant of letters of administration does not confer the power to distribute the assets thereof. He



submitted, that the subdivision of the parcel No. 1201 was done before confirmation of the grant and the resultant subdivisions are therefore illegal. I absolutely cannot tell whether the subdivision was done before confirmation of the grant for the plaintiffs never exhibited the succession matter nor availed the file for perusal. But even assuming that this is what they did, it does not appear to me that any beneficiary is complaining. If that was the case, then you would see one of the beneficiaries being the plaintiff/s which is not the situation here. Whatever the case, it was the 1st plaintiff who was the administrator. He is the one who proceeded to distribute the estate. I have seen nobody suing him for poorly administering or unlawfully distributing the estate. He is the one who subdivided the original land parcel and distributed the subdivisions. I have not see anyone complaining. The transactions that gave rise to the 1st defendant obtaining title were executed by the plaintiffs themselves. How can they now contend that it is the defendants who committed fraud ? If there was any fraud, then it is the plaintiffs who committed the same. However the plaintiffs are not suing themselves here and are trying to shift blame to other parties. I have seen no fault on the part of the defendants and I cannot allow the plaintiffs (maybe I should just stick to saying 1st plaintiff) to blame them for faults (assuming that there were any, for I have seen none) of their own and/or own making. Where did the 1st defendant commit fraud ? I see none. What he did was simply buy land that was sold to him by the plaintiffs and the plaintiffs themselves transferred to him the parcel of land. Nowhere in the pleadings have the plaintiffs said that they were wrong in what they did and they do not have any pleadings in the plaint demonstrating their own wrongdoing. In other words, the plaintiffs came to court asking this court to find that the defendants are fraudulent people and that they have through their fraud deprived them of land which is certainly not the case. None of the particulars of fraud pleaded against the defendants has been proved. In essence I am not moved to cancel the title of the 1st defendant.

30. The long and short of it is that I find no substance in this case and it is hereby dismissed with costs. Costs shall be paid by the 1st plaintiff, for as I have stated above, I saw no participation whatsoever on the part of the 2nd plaintiff.

Judgment accordingly.

DATED AND DELIVERED AT KISII THIS 7 DAY OF DECEMBER 2023

JUSTICE MUNYAO SILA

JUDGE, ENVIRONMENT AND LAND COURT

AT KISII

In the presence of: -

Ms. Bosire for the plaintiff

1st defendant present in person

No Appearance for AG for 2nd and 3rd defendants

Court Assistant – Lawrence Chomba

