REPUBLIC OF KENYA

IN THE HIGH COURT OF KENYA AT KISII

ENVIRONMENT & LAND COURT

CASE NO. 132 OF 2008

HYDRO BAKERY LTD…..……..…….....…..……1ST PLAINTIFF

GEORGE ANYOKA (Suing on his behalf and on behalf

of the estate of JOHN R.ANYOKA)……...……2ND PLAINTIFF

WILLIAM WALTER GISORE……..……..3RD PLAINTIFF

WILLIAM ONYANCHA…….....…….4TH PLAINTIFF

VERSUS

THE KENYA INDUSTRIAL ESTATES LTD..……....……..1ST DEFENDANT

THE ATTORNEY GENERAL…….....……...2ND DEFENDANT

JUDGMENT

The Plaintiff brought this suit against the defendants on 15/10/2008 seeking the following reliefs:

a. A declaration that the Plaintiffs jointly and severally are the lawful owners, allottees and/or beneficiaries of the parcel of land known as LR No. East Kitutu/Mwamangera/982 more particularly Kenya Industrial Estates sheds Numbers 1, 2, 3, 4 and 6 measuring 0.055 ha., 0.086 ha., 0.092 ha., 0.100 ha. and 0.160ha. respectively situated thereon (hereafter referred to as "**the suit properties**") and an order compelling the 1st Defendant to seek and obtain consent to effect the transfer thereof to the plaintiffs.
b. An order against the 2nd defendant for vacant possession of the suit properties and in the alternative, an order for the immediate payment to the plaintiffs by the defendants jointly and severally of the current market value of the suit properties together with interest at commercial rates from the date of the illegal occupation of the suit properties until the date of delivery of vacant possession thereof.
c. Mesne profits.
d. General damages.
e. Costs and interest.
f. Any other relief that the court may deem fit and just to grant.

In their plaint dated 24/9/2008, the Plaintiffs averred that the 1st defendant had allotted to them the suit

properties which are situated at Keroka Township for valuable consideration. The plaintiffs averred that on 31/1/2007 or thereabouts, the District Commissioner Masaba District on whose behalf the 2nd Defendant has been sued, entered the suit properties without the Plaintiffs consent and took possession thereof in disregard of the plaintiffs proprietary interest therein. The plaintiffs averred that the said District Commissioner (hereinafter referred to only as **"the 2nd Defendant")** has since converted the suit properties to its own use and has thereby denied the plaintiffs the use and occupation of thereof and the Plaintiffs have as a result thereof suffered loss and damage.

The plaintiffs averred that after acquiring the suit properties from the 1st Defendant as aforesaid, they took possession thereof, developed the same and started running various businesses thereon. The Plaintiffs averred that although they paid to the 1st defendant the full purchase price, the 1st Defendant has failed, neglected, refused and/or ignored to process the documents of title in their favour in respect of the suit properties. The Plaintiffs averred that the 2nd Defendant has no right to interfere with the suit properties. The Plaintiffs averred that as a result of the defendants unlawful acts aforesaid, the 1st Plaintiff's bakery business that was being undertaken on the suit propertieshad to cease, and the plant and machinery which were in use are bound to go to waste thereby subjecting the 1st Plaintiff to loss.

The suit was defended by all the defendants. The 1st defendant filed its statement of defence on 2/2/2009 while the 2nd Defendant did so on 16/2/2009. The 2nd Defendant amended its statement of defence on 11/12/2012. In its defence, the 1st defendant denied the plaintiff's claim in its entirety. The 1st Defendant averred that it is a stranger to the 2nddefendant's invasion and occupation of the suit properties and as such it has been wrongly joined in this suit. The 1st Defendant admitted that it offered the suit properties for sale to the plaintiffs but denied that it owed the plaintiffs any duty in relation to the same more particularly, to process on behalf of the plaintiff's the title documents in respect thereof. The 1st Defendant averred that the reliefs sought against it in the plaint are legally untenable. In its amended statement of defence dated 6/12/2012, the 2nd Defendant averred that the parcel of land known as LR. No. East Kitutu/Mwamangela/982 (hereinafter referred to as **"Plot No. 982"**)on which the suit properties are situated is a public utility plot and that the same was reserved for Emenyeche Nursery School. The 2nd Defendant averred that Plot No. 982 was allocated to it by Nyamira County Council in consultation with the local leaders. The 2nd Defendant denied that it has trespassed on or illegally acquired the suit properties. The 2nd Defendant contended that the 1st Defendant had no valid title to the suit properties which it could pass to the Plaintiffs because Plot No.982 on which the said properties are situated were held by Nyamira County Council as public utility land in trust for Emenyeche Nursery School as aforesaid.

When the suit came up for hearing, the Plaintiffs and the 1st Defendant called one witness each while the 2nd Defendant did not call any evidence. The Plaintiff's witness was JULIUS ANYOKA (PW 1). He testified that the 2nd, 3rd and 4th plaintiffs are directors and shareholders of the 1st Plaintiff. He stated that the Plaintiffs purchased the suit properties which are situated onPlot No. 982 from the 1st Defendant and paid the full purchase price. After completing the payment of the purchase price, they took possession of the suit properties and commenced the business of a bakery thereon. They remained in possession of the suit properties until 31/1/2007 when the 2nd defendant forcefully entered the suit properties and evicted them therefrom. The 2nd Defendant has remained in possession of the suit properties to date and has refused to vacate the same even after a demand was made upon it to do so. He stated further that the 1st Defendant who sold the suit properties to the Plaintiffs has not transferred the ownership thereof to them. He stated further that upon obtaining possession of the suit properties, they developed the same by installing thereon plant, machinery and furniture. They also dug a borehole, installed water tanks and a septic tank. PW1 stated that the suit properties together with the developments thereon were valued by Keriasek & Company Limited, valuation surveyors. He stated that the 2nd Defendant has no right to occupy the suit properties and that as a result of its occupation thereof; the Plaintiffs have lost the use of the bakery which they had set up on the suit properties which had the capacity of producing 20,000 breads per day. PW I produced as P. exhibit 1,a bundle of documents which were attached to the Plaintiffs' list

of documents dated 13/5/2009. He also produced the valuation reports dated 19/4/08 and 19/8/2009 that were prepared by Keriakek & Company Limited as P. exhibit 2 and P. exhibit 3 respectively.

The 1st Defendant's witness was **BENSON MECHA ONGAKI (DW 1). DW I** was the 1st Defendant's Kisii Branch Manager. He testified that the 1st defendant had constructed industrial sheds on Plot No. 982 which is situated within Keroka Town. The said industrial sheds were divided into units. The 1st Defendant allocated to the Plaintiffs units 1, 2, 3, 4 and 6 ("**the suit properties**") on rental basis. In the year 1989, the 1st defendant sold the suit properties to the Plaintiffs through a mortgage scheme. The Plaintiffs paid the full purchase price and became the owners hereof. He stated that Plot No. 982 was allocated to the 1st Defendant by Keroka Municipal Council to put up the said industrial sheds which were to be rented out to industrialists who had nowhere to work from. The suit properties were sold to the Plaintiffs following a presidential decree that was issued in 1989 that directed the 1st defendant to sell the industrial sheds that it had put up to the tenants who had rented the same. DW I stated that after the suit properties were sold to the plaintiffs, it was the plaintiffs' responsibility to process the titles therefor. DW 1 stated that the 1stdefendant's duty was only limited to writing to the commissioner of lands to the effect that the Plaintiffs had effected the payment for the suit properties which letter the 1st defendant did promptly. DW I told the court that the 1st defendant was not privy to the 2ndDefendant's entry onto the suit properties. He denied that the 1st defendant played any part in the takeover of the suit properties by the 2nd defendant. He denied further that Plot No. 982 was reserved for Emenyeche Nursery School as claimed by the 2nd defendant. He stated that Plot No. 982 was lawfully allocated to the 1st defendant in 1985 and the 1st defendant proceeded to develop the same by putting up the industrial sheds aforesaid. DW1 stated that the 1st defendant was not consulted in the purported re-allocation of Plot No. 982 by Nyamira County Council to the 2nd Defendant. DW 1 stated that the 1st Defendant had lawful title to the suit properties which it passed to the plaintiffs and as such, the 1st Defendant is not in any way liable to compensate the plaintiff's for the loss which they have allegedly incurred as a result of the takeover of the suit properties by the 2nd defendant.

After the close of the 1st defendant's case, the 2nd Defendant's advocate informed the court that the 2nd defendant wished to close its case without calling any witness. The parties thereafter made closing submissions in writing. I have considered the pleadings, the evidence that was tendered by the parties and their respective written submissions. The parties did not agree on issues for determination by the court.On my analysis of the pleadings and the evidence on record,the following in my view are the issues that arise for determination in this suit:-

i. Whether the 1st Defendant had lawful title over L.R No. East Kitutu/Mwamangera/982("Plot No.982") that it could pass to the plaintiffs?
ii. Whether the Plaintiffs are the lawful owners and/or allottees of portions of Plot No. 982 measuring 0.055 ha., 0086ha., 0.092 ha., 0.100ha and 0.160 ha. on which Kenya Industrial Estates Industrial Shades Numbers 1, 2, 3, 4 and 6 (the suit properties) are situated?
iii. Whether the 2nd defendant is a trespasser on Plot No. 982 more particularly, that portion thereof on which Kenya Industrial Estates Industrial ShedsNo. 1, 2, 3, 4 and 6(the suit properties) are situated?
iv. Whether the Plaintiffs are entitled to the reliefs sought?

Issue No. 1.

From the evidence on record, LR No. East Kitutu/Mwamangera/982 (**"Plot No. 982"**) was at all material times Trust land. Section 115 (1) of the repealed Constitution of Kenya vested all Trust land in the County Councils in whose jurisdiction such land was situatedto hold in trust for the residents of the said counties. Section 117 of the said repealed Constitution empowered the County Councils to set apart an area of Trust land within their jurisdiction for use and occupation by any person for a purpose which in the opinion of the County Council is likely to benefit the residents of the area.Under section 13 of the Trust Land Act, Cap 288 Laws of Kenya, Trustland could be setapart by the County Councils either for

public or private use. There is an elaborate procedure set out in the Trust Land Act aforesaid for setting apart Trust Land. Section 53 of the Trust Land Act gave the Commissioner of Lands power to administer Trust land as an agent of the County Councils and in that regard, the Commissioner of Lands had power among others to execute on behalf of the County Councils, grants, leases, licences and other documents relating to Trust Land.Plot No. 982 was situated within Keroka Town Council.Keroka Town Council fell within the jurisdiction of the then County Council of Nyamira. Nyamira County Council in consultation with Keroka Town Council could set apart Plot No. 982 for public or private use.

The Plaintiffs have claimed that they acquired the suit properties from the 1st Defendant. The 1st Defendant on the other hand has claimed that Plot No. 982 on which the suit properties are situated was allocated to it by the Commissioner of Lands after its application therefor was approved by Keroka Town Council. I have noted from the bundle of documents that was produced by the plaintiff in evidence that Plot No. 982 was allocated to the 1st Defendant by the Commissioner of Lands on 3/9/2002 through a letter of allotment of the same date.I have also noted that the 1st defendant appears to have taken possession of Plot No. 982 and developed the same by putting up industrial sheds thereon before it was formally allocated to it by the Commissioner of Lands. This is clear from the 1st Defendant's letter dated 19/8/2002 to the Commissioner of Lands and the letter of allotment dated 3/9/2002 which are at pages 21 and 22 of theP. exhibit 1. It is not clear from the material on record whether the 1st Defendant complied with the terms of the letter of allotment aforesaid. It was upon compliance with the terms of the said letter of allotment that the 1st defendant would have been issued with a lease and subsequently a certificate of lease in respect of Plot No.982. There is no evidence that the Commissioner of Lands issued the 1st defendant with a lease in respect of the suit property. In his evidence in- chief, BENSON MECHA ONGAKI (DW 1) had claimed that the 1st defendant had lawful title over the suit properties which it passed to the Plaintiffs. In cross-examination by the Plaintiffs' advocate, he admitted however that the 1stdefendant developed Plot No. 982 and sold the industrial sheds that it had put up thereon to the Plaintiffs before obtaining title to the said parcel of land. He stated that;

"We had been allocated plot No. 982 by Keroka Municipal Council. It is on the basis of that allotment that we developed the sheds which we later sold to the Plaintiffs. At the time, we had not obtained a title to that parcel of land. We only had an allotment letter."

In cross-examination by the 2ndDefendant's advocate, DW 1 changed his story. He stated that the 1st Defendant had title to Plot No. 982. When pressed to state the nature of title that the 1st defendant had over the said parcel of land, he claimed that the letter of allotment that had been issued to the 1st defendant was a document of title. In re-examination, he stated that;

"It is the letter of allotment that gave us title to Plot No. 982. The initial allotment by the Municipal Council of Keroka was regularized by the Commissioner of land that issued us with a formal letter of allotment."

As I have stated above, the management of Trust land was bestowed upon the Commissioner of lands. It is the Commissioner of Lands which had power to issue letters of allotment, leases and grants on behalf of County Councils. The County Councils'role was only limited to setting apart land.They would thereafter ask the Commissioner of Lands to issue a letter of allotment. The County Councils could not allocate Trust land. It was the Commissioner of Lands which had the power to do so and to issue title to the allottees. I am not in agreement with the 1st Defendant's contention that the letter of allotment that was issued to it by the Commissioner of Lands was a document of title. The letter of allotment in my view was just an offer which had to be accepted and the conditions therein met before any right over the land that was the subjectthereof could accrue. Such right could however not crystallize until a lease or a grant was issued by the Commissioner of Lands to the allottee. As I have mentioned above, there is no evidence that the 1stdefendant accepted the terms of the letter of allotment dated 3/9/2002. There is also no evidence that any lease or grant was issued by the Commissioner of Lands in favour of the 1st Defendant following the said allotment. Itfollows from the foregoing that the 1st Defendant did not obtain title to

Plot No.982. The 1st Defendant has claimed that it took possession of Plot No. 982 after the same was allocated to it by Keroka Town Council. As I have stated above, the said allocation could not confer any title in respect of the said parcel of land upon the 1st Defendant. In my view, the interest which the 1st Defendant had on Plot No.982 was that of a mere licensee which could not confer upon it title over the said parcel of land. As a result of the foregoing, it is my finding that the 1st Defendant did not have title over Plot No. 982 when it developed the same with industrial sheds and purported to sell the said sheds to the plaintiffs and others.

Issue No. 2.

As stated above, the 1stDefendant did not have a valid title to Plot No. 982 or any portion thereof. It follows therefore that it had no title over the suit properties that it could pass to the Plaintiffs. I have noted from the letters dated 18/7/2002 that were addressed to the Plaintiffs by the 1st Defendant (see pages 25 to 28 of P.exhibit.1) that the 1st Defendant was to ask the Commissioner of Lands to issue the Plaintiffs with letters of allotment and titles over the suit properties. This was an admission that the 1st defendant did not have title over the suit properties and as such had no power to transfer the same to the Plaintiffs. I can see no reason why the Commissioner of Lands could be called upon by the 1stDefendant to issue letters of allotment and titles to the Plaintiffs in respect of the suit properties if it had already alienated Plot No. 982 on which the said properties are situated to the 1st defendant. The only logical conclusion that can be drawn from the foregoing is that the 1st Defendant had no title to the suit properties and as such could not confer any upon the Plaintiffs. Although the Plaintiffs paid for the suit properties, the payments were made to a person who had no title and who could not confer any upon the Plaintiffs. It is my finding therefore that the Plaintiffs did not acquire titles to the suit properties.

Issues No. 3.

In the plaint, the Plaintiffs averred that the 2nd defendant entered and occupied Plot No.982 without their permission on 31/1/2007. The 2nd defendant did not deny this claim save to state that its entry onto Plot No.982 was lawful. It is not in dispute that Plot No. 982 on which the suit properties are situated is now occupied by the 2ndDefendant and that the said occupation extends to the suit properties. It is also not in dispute that the plaintiffs were in occupation of the suit properties when the 2nd defendant took possession thereof. In its amended statement of defence dated 6/12/2012, the 2ndDefendant averred that Plot No. 982 was reserved for public use namely, the establishment of Emenyeche Nursery School and that the same was allocated to the 2ndDefendant by Nyamira County Council in consultation with local leaders.

The 2ndDefendant did not give evidence at the trial in its defence. There is no evidence before the court in support of the 2ndDefendant's contention that Plot No. 982 was reserved for public use and that it was allocated to the 2ndDefendant by the County Council of Nyamira. The 2ndDefendant filed a list of documents in court on 17/12/2014. Attached to the said list were two (2) documents namely, a copy of the title deed for Plot No. 982 dated 23/4/2009 in the name of the 2nd defendant and a copy of a notice by the then County Council of Nyamira of a meeting of the Town Planning Committee that was to be held on 21/4/2009. According to that notice, among the agenda that was to be discussed on 21/4/2009 was an application by the 2ndDefendant herein to be allocated Plot No. 982. There is no evidence whether the 2ndDefendant's application for Plot No.982 was approved at the said meeting. A copy of the title deed for the suit property which I have referred to above shows however that, the 2ndDefendant was registered as the owner of Plot No.982 on 23/4/2009 and issued with a title deed on the same day following the said meeting. There is no information as to the procedure that was followed in the said registration and issuance of the said title deed having regard to the fact that Plot No.982 was Trust land. What is clear from the foregoing is that the 2nd Defendant acquired title to Plot No. 982, two (2) years after its entry thereon and while this suit was pending.It follows that when the 2ndDefendant entered Plot No.982 and occupied among others the suit properties, the 2ndDefendant had not acquired title over Plot No.982 and as such had no right to make such entry. The 2ndDefendant's entry onto the suit properties was therefore

unlawful because it had no better title to Plot No.982 than the plaintiffs.

I am of the view that although the plaintiffs did not have any proprietary interest on Plot No. 982, they had been allowed to occupy the same by the 1st defendant to whom the said parcel of land had been allocated by the Commissioner of Lands as aforesaid. The Plaintiffs in my view had a license to occupy Plot No.982 which license could only be revoked or terminated by the County Council of Nyamira and the Commissioner of Lands. There is no evidence before me that the license that was given to the Plaintiffs to occupy and use portions of Plot No. 982 on which the suit properties are situated was revoked or terminated before the said parcel of land was purportedly allocated to the 2ndDefendant. With the available evidence that the 2ndDefendant entered Plot No.982 and took possession of among others the suit properties while it had no right or any lawful excuse for doing so, I am unable to resist the Plaintiffs contention that the 2nd Defendant trespassed on the suit properties. Even if it assumed that the 2ndDefendant had a right to enter Plot No.982, I am of the view that the 2ndDefendant could not just enter and occupy Plot No.982 which had been developed by the 1stDefendant and portions thereof sold to the Plaintiffs for valuable consideration without following the due process.The 2nd Defendant had no right to arbitrarily enter on and take possession of Plot No.982 together with the developments that the 1st defendant had put up thereon at its own expense and which it thereafter sold to the plaintiffs for valuable consideration. The Court of Appeal stated as follows in the case of **Beatrice E.J. Yagan vs. Joseph Yator, Court of Appeal at Nairobi, Civil Application No. Nai.367 of 1986(139/96UR),"…we cannot help pointing out that in thinking that the respondent has superior interest in the suit premises than the applicant, the judge completely misapprehended the point at issue. If the respondent acquired the suit premises from the Government of Kenya as proprietor as he alleges, he had two options available to him in obtaining vacant possession. The Government could do this on his behalf. If the Government did not give him vacant possession, he was obliged to file a possession suit against the applicant as the sitting tenant. He has no right under the law to invade the premises and drive the applicant out as he has done. Those are acts of hooliganism which no court of justice should countenance."**That vividly captures my views of the matters herein. It is my finding therefore that the 2ndDefendant trespassed on the suit properties.

Issue No. 4.

I have set out at the beginning of this judgment the reliefs sought by the plaintiffs herein. The plaintiffs have sought a declaration that thethey are the lawful owners, allottees and/or beneficiaries of Plot No. 982 more particularly the portions thereof which comprises of the suit properties and an order compelling the 1stdefendant to transfer the same to them. For reasons that I have given above, I am unable to grant these reliefs. As I have stated above, the 1st defendant did not have title to Plot No. 982 when it purported to sell portions thereof comprised in the suit properties to the Plaintiffs. The purported sale was therefore invalid. Consequently, the Plaintiffs did not acquire lawful titles over the suit properties following the said transaction. This court cannot compel the 1st defendant to transfer to the Plaintiffs a title that it does not have. In the case of **Scott vs. Brown, Doering, McNab& Co. Ltd.(3)(1892)2QB 724 at 728**, the court stated as follows, **"…no court ought to enforce an illegal contract or allow itself to be made an instrument of enforcing obligations alleged to arise out of a contract or transaction which is illegal if the illegality is duly brought to the notice of the court**…."The other relief sought by the Plaintiffs is an order for vacant possession of the suit properties and in the alternative, an order for immediate payment to them of the current value of the suit properties together with interest at commercial rates. I have held hereinabove that the Plaintiffs have no valid title tothe suit properties. To grant their prayer for vacant possession would be tantamount to conferring upon them titles which they are not entitled to. Furthermore, I have noted that Plot No.982 on which the suit properties are situated is now registered in the name of the 2nd Defendant which has occupied the same for the last eight (8) years. I do not think that it would be appropriate in the circumstances to make an order for vacant possession. I am of the view that the Plaintiffs' alternative prayerwould be ideal in the circumstances. The plaintiffs have proved that at all material times, they were in occupation of the suit properties which they had acquired from the 1st Defendant for valuable consideration when the 2ndDefendant without their permission or lawful excuse entered the suit properties and dispossessed them of the same. As I have stated above, the 2nd Defendant

did not have a better title to the suit properties than the plaintiffs when it dispossessed the Plaintiffs of the same. The 2nd defendant ought also to have followed the due process while taking possession of the suit properties from the plaintiffs. The 2nddefendant acted unlawfully in dispossessing the plaintiffs of the suit properties when it had no right to do so and without following the due process. The plaintiffs are entitled to compensation for unlawful eviction and for the value of their structures that were taken over by the 2nd defendant. To allow the 2nd Defendant to take the suit properties without paying for the same would amount to unjust enrichment. DW I testified that the Plaintiffs paid a total of Kshs.1,355,000/= for the suit properties when they purchased the same in 1989. Keriasek & Company Limited in their valuation report gave the value of the suit properties as Kshs.5,620,000/= as at 19/4/2008 (see P.exhibit2). The valuation report by Keriasek and Company Limited was not contested by the Defendants. I have no reason therefore not to believe the valuation given it the said report. I would therefore award the Plaintiffs a sum of Kshs.5,620,000/= as compensation for the suit properties which were forcefully taken by the 2nd Defendant made up as follows:-

i. Shed No. 1	-	Kshs.1,050,000/=
ii. Shed No. 2	-	Kshs.2,000,000/=
iii. Shed No. 3	-	Kshs.430,000/=
iv. Shed No. 4	-	Kshs.440,000/=
v. Shed No. 5	-	Kshs.1,700,000/=
Total	=	Kshs.5,620,000/=

The said sum of Kshs.5,620,000/= shall be paid to the Plaintiffs by the 2nd Defendant which is in possession of the suit properties.

The Plaintiffs have also claimed mesne profits and general damages. Since the Plaintiffs were unlawfully deprived of the use of the suit properties, they are entitled to mesne profits. The Plaintiffs have however not placed any material before me on the basis of which I can assess mesne profits payable. It has not come out clearly from the Plaintiffs' submissions as to the net profits that the plaintiffs used to earn from the bakery business. The 1st Plaintiff did not produce in evidence itsBalance Sheet or Profit and Loss Account to show its earnings from the bakery business.

The information that was provided by the Plaintiffs concerned the number of bread that they used to produce and the sale price per piece. There was no evidence to support these figures either. Since, I cannot pluck a figure from the air to award as mesne profits;the plaintiffs' prayer for mesne profits must fail. On the issue of general damages, I am satisfied that the Plaintiffs are entitled to the same. There is no doubt from the evidence on record that they suffered loss and damage following their forceful eviction from the suit properties. The Plaintiffs have submitted that a sum of Kshs.2,000,000/= would be an adequate compensation for the loss suffered as a result of the unlawful eviction. I would award the Plaintiffs a sum of Kshs.1,000,000/= under this head of claim.

In conclusion, I hereby enter judgment for the Plaintiffs against the Defendants as follows:-

a. As against the 2nd defendant;

i. Kshs.5,620,000/= being compensation for the loss of the suit properties.
ii. Kshs.1,000,000/= as general damages.(iii) The amounts awarded in (i) and (ii) above shall attract interest at court rates from the date hereof until payment in full.

b. As against the 1st and 2nd Defendants jointly and severally, unrestricted access to Plot No. 982 is granted to the plaintiffs for the purposes of removing their plant and machinery therefrom.

c. As against the 2nd Defendant, the costs of the suit.

Signed at Nairobi this ……day of November, 2015

S. OKONG'O

JUDGE

Delivered and Dated at Kisii this 4th day of December 2015

J. M. MUTUNGI

JUDGE

In presence of

…….for Plaintiffs

…….for Defendants