REPUBLIC OF KENYA

IN THE HIGH COURT OF KENYA AT MURANG'A

CIVIL SUIT NO. 21 OF 2013

(MULTI-TRACK)

NICHOLAS NJUE NJUKI…….…….....….PLAINTIFF

VERSUS

ELIUD MBUGUA KAHURO…….....…DEFENDANT

JUDGMENT

In a plaint filed in this court on 13th July, 2012, it was pleaded that on or about the 15th September, 2010, the plaintiff was lawfully travelling as a passenger in motor vehicle registration number **KBH 594X** (herein "the vehicle") whose registered owner was the defendant herein.

The vehicle is said to have been travelling on Sagana-Thika road at the material time when somewhere along that road, and more particularly at a place referred to as Mlima Swara, the defendant's employee, servant, agent and/or authorised driver is said to have so carelessly and negligently driven, managed and/or controlled the vehicle that it to veered off the road and overturned and as a result the plaintiff was severely injured.

The nature and extent of the plaintiff's injuries were particularised in the plaint as:-

"a) unstable fracture dislocation of the lumbar vertebrae leading to spinal cord damage;

b) completely paralysed in the lower limbs;

c) incontinence of stool and urine;

d) permanent incapacity assessed at 100%."

As at the time the plaintiff filed his suit, these injuries are said to have led to the plaintiff's poor bladder control, total physical disability and sexual dysfunction. He has now been confined to a wheel chair for the rest of his life.

Since the plaintiff attributed the road traffic accident to the defendant's authorised driver's or his agent's negligence, he sought against the defendant special damages and general damages for pain, suffering and loss of amenity. He also sought general damages for loss of future earning capacity, nursing care at the rate of Kshs. 15,000/= per month and loss of consortium. Further, he sought general damages for the cost

for replacement of the wheel chair after every five years at the rate of Kshs. 80,000/= and cost of catheter and urine bags at a rate of Kshs. 3000/= per month and also the cost of a special mattress valued at Kshs. 350,000/=. He asked to be awarded the costs of the suit together with interest at court rates on both costs and the awards he sought.

In his statement of defence filed in court on 9th August, 2012, the defendant admitted ownership of the vehicle and that it was involved in a road traffic accident on 9th August, 2012 except that the accident did not occur as alleged by the plaintiff; in particular the defendant denied that the driver of the vehicle was negligent and pleaded that the accident was unavoidable and beyond the control of driver of the vehicle. The defendant also alleged that the plaintiff substantially contributed to by the negligence or carelessness of the plaintiff and pleaded the doctrine of *volenti non fit injuria*.

The defendant denied that the plaintiff sustained the injuries particularised in the plaint and accordingly, sought for proof of any claim for damages, whether special or general. Since the plaintiff did not issue any notice of intention to sue, so claimed the defendant, the plaintiff was not entitled to the costs of the suit. The defendant asked this court to dismiss the suit with costs.

In a statement filed in court on 27th October, 2012, parties agreed that the dispute between them could be resolved by the court determining the following issues:

1. The person responsible for the road traffic accident which occurred on 15th September, 2010;
2. Whether the plaintiff sustained any injuries, loss and damage as a result of the road traffic accident;
3. Whether the plaintiff was entitled to the reliefs sought in the plaint and the extent of the quantum, if any, that would adequately compensate him for the injuries sustained;
4. Whether the defendant was served with the demand notice; and finally,
5. The person to bear the costs of the suit and interest thereof.

On 24th October, 2013, the parties also filed a consent agreeing on the apportionment of liability for the accident; according to this consent, the defendant was 80% liable for the accident. Having so agreed the first issued was thereby disposed of and only four other issues were left for determination. I shall proceed to deal with each of those issues seriatim.

1. **Whether the plaintiff sustained any injuries, loss and damage as a result of the accident:**

In determination of this issue, the court notes that on 19th March, 2014 when the matter came up for hearing, parties consented to have the medical reports by Dr Wokabi for the plaintiff and Dr Wambugu for the defendant admitted in evidence without calling these potential witnesses to produce them. They also agreed that the cost of the wheel chair be set at Kshs. 45,000/=. The consent was accordingly adopted as the order of the court.

The parties' consent largely determined the issue at hand but still the plaintiff testified, if not for anything else, to shed light any unresolved aspect of this issue that may not have fully been addressed by the doctor's reports; I suppose this had mainly to do with the loss and damages, both special and general.

In his evidence the plaintiff said that soon after the accident he was referred to a spinal injury hospital at Nairobi where he was admitted for nine months, more particularly from 17th September, 2010 to 26th May, 2011. He produced the discharge summaries from the hospital to back his claim.

The plaintiff also produced a certificate of search from the Kenya Revenue Authority showing the ownership of motor vehicle registration number **KBH 594X** together with receipt acknowledging payment of Kshs 500/= for this search.

He testified that his doctor advised him that he would need a special bed and mattress for the rest of his life. These items would cost Kshs 350,000/=. Since he cannot help himself, he would need a uridome that

would cost Kshs. 3000/= a month and a helper who would be paid Kshs 15000/= every month. The plaintiff testified that he has lost his libido and he will not be able to have children.

The plaintiff produced receipts to show that he paid the doctor Kshs. 2000/= for the report. He asked for judgment against the defendant as prayed.

The witness also told the court that prior to the accident, he used to run a shop and he could earn as much as Kshs. 4000/= per day. Due to the accident he can no longer run the business. He said that he is totally incapacitated and confined to a wheel chair which, more often than not, has added to his pains.

The reports by the respective doctors for the plaintiff and defendant show that the indeed the plaintiff was injured; according to the opinion of Dr Wokabi, the plaintiff "sustained unstable fracture dislocation of the thoraic lumbar spine causing complete irreversible cord damage." He became completely paralysed in the lower limbs and also became incontinent for stools and urine. The doctor opines that the plaintiff is 100% permanently disabled.

On his part Dr Wambugu confirmed that indeed the plaintiff had a history of having unstable fracture dislocation of thoraco-lumbar vertebrae and was paraplegic. He examined the plaintiff on a CT-scan and x-ray which revealed that the vertebral body had fractures on T12 and L1.

He established in his report that the plaintiff had been admitted for a prolonged period of time and subjected to medication and rehabilitation.

The report also indicated that the plaintiff complained of urinary and stool incontinence.

The doctor established that the plaintiff is paraplegic and confined to a wheel chair. He found that the normal spine curvature had been obliterated at the thoraco-lumbar junction. He assessed the plaintiff's incapacity at 100%

From the evidence of the two doctors, there is no doubt that the plaintiff sustained severe injuries that have rendered him paraplegic; in particular parts of his vertebrae were fractured and these injuries appear to have led to the plaintiff being paralysed waist down. Both doctors were in agreement that the plaintiff was, and will for the rest of his life, remain 100% incapacitated.

Because of the physical status that the plaintiff descended into as a result of the accident the two doctors were of the opinion that the plaintiff will forever need a wheel chair; they differed on the cost but they were in agreement that the wheel chair will have to be replaced after approximately every five years. Their differences on cost of the wheel chair should not be an issue since parties were agreement that the cost of the wheel chair would be settled at Kshs. 45,000/=. The defendant's doctor opined that the plaintiff will require special care provisions including a ripple mattress which costs Kshs. 350,000/=. He also estimated the cost of a helper whose services will be necessary at Kshs. 15,000/=. In his view the plaintiff will need diapers and uridomes whose cost was estimated at Kshs. 3000/= per month. These are more or less the same figures that the plaintiff's doctor put forth.

The defendant did not testify and neither did any witness testify on his behalf. In view of the evidence by the plaintiff, his doctor and the defence doctor, the answer to the second issue is in the affirmative; the plaintiff not only sustained injuries as a result of the accident but he also suffered loss and damage.

2. **Whether the plaintiff was entitled to the reliefs sought in the plaint and the extent of the quantum, if any, which would adequately compensate him for the injuries sustained:**

It has already been established that the plaintiff sustained injuries and thereby incurred loss and damage. It follows therefore that he is entitled to compensation. The only question to be determined here is the extent of compensation or in other words the quantum of damages payable.

a. **Special damages:**

The only special damages pleaded and proved were the cost of the medical report and the fee paid for the certificate of official search for the motor vehicle registration number **KBH 594X**. The total cost for the two items was Kshs. 2,500/=. The plaintiff is awarded this sum under the head of special damages.

b. **General damages:**

i. **Damages for pain, suffering and loss of amenity:**

As noted herein before, the two doctors who examined the plaintiff were consistent in their reports on the nature and extent of the plaintiff's injuries. It is not in dispute that the plaintiff fractured parts of his vertebrae; that he was hospitalised for nine months, a period that the defendant's doctor described as a "prolonged duration of time"; that he had to be subjected to rehabilitation; that he is now completely paralysed in the lower limbs and therefore immobile; that he is incontinent and unable to control his stool and urine; and that he is paraplegic and 100% incapacitated.

In the submissions filed on the plaintiff's behalf, counsel for the plaintiff asked for Kshs. 5,000,000/= in compensation as general damages for pain, suffering and loss of amenities. His opinion was based on the decisions in the cases of **Simon Taveta versus Mutitu Njeru (2014) eKLR, Eva Mueni Wambugu versus Simon Peter Githae & Another (2012) eKLR** and **Jackson Wahome Ngatia versus Agridutt (K) & 2 Others Nairobi HCCC No. 531 of 2004(UR)** where the plaintiffs were awarded between Kshs. 3,500,000 and 4,500,000/= for more or less the same injuries as those sustained by the plaintiff.

In the **Simon Taveta case (supra)**, the plaintiff's lower limbs were totally paralysed rendering her unable to use them. She had bladder and bowel incontinence and her degree of incapacity was assessed at 100%. On 5th February, 2014 the court of appeal, sitting at Nyeri, awarded her Kshs. 3,500,000/= for pain, suffering and loss of amenity.

In the second case of **Eva Mueni Wambugu (supra)** the plaintiff sustained compressed fracture of L1 and L2 of her vertebra. She was paralysed in her both limbs and she also suffered bladder and bowel incontinence. She was awarded Kshs. 3,500,000/= for pain, suffering and loss of amenity on 14th December, 2012.

The final case is that of **Jackson Wahome Ngatia (supra)**; here the plaintiff sustained compressed fractures of C4 and C5 of his vertebrae; he lost his libido, suffered bladder and bowel incontinence and was paralysed in both limbs. The court awarded him Kshs. 4,500,000/= general damages, for pain, suffering and loss of amenities.

The defendant's take on this head of damages for suffering, pain and loss of amenity is that an award of Kshs. 1,500,000/= would be a fair compensation for what the plaintiff went through. His counsel relied on four previous court decisions in support of his submission on this point. The first of these decisions is the case of **Robert Gichuhu Maina versus John Kamau, Nairobi High Court Civil Case No. 1162 of 2002** where the plaintiff was awarded the sum of 1,000,000/= in **2004** for a spinal cord injury that led to paraplegia.

In **Paul Maina Gatama versus John Nganga Wanjugu Nairobi High Court Civil Case No. 355 of 2003**, the plaintiff was also rendered paraplegic because he sustained severe injuries that included a fracture of the left radius and ulna, a head injury, a brain concussion and a spinal injury. The court awarded him **Kshs 1,500,000/= in 2004** as general damages for pain and suffering.

In yet another case, **Patrick Mwangi Irungu versus Charles Macharia Mwangi & Another, Nairobi High Court Civil Case No. 188 of 2005** the plaintiff is said to have been rendered paraplegic and was awarded **Kshs 1,500,000/=** in 2008 for pain and suffering.

Finally, in **Christine Chelangat Lelei versus Richard Mosoti & 2 Others Kericho High Court Civil Case No. 21 of 2005,** the plaintiff suffered paraplegia, fracture of four ribs, loss of four teeth and bruises on the arms and legs; he was awarded **Kshs 1,500,000/=** as general damages for pain and suffering in

2009.

Of all the decisions cited by the defendant, the most recent one is the last one which was delivered in 2009; I have considered this decision and in my view, it is of little help in this case because the learned judge in that case not only faulted the opinion of the doctor and noted that he should have not examined the claimant but also that the figure of Kshs 1,500,000/= which was awarded as general damages for pain and suffering was as a result of the consent of the parties; there is nothing in the judgment to suggest how the parties arrived at that figure.

In **Patrick Mwangi Irungu versus Charles Macharia Mwangi & Another (supra)** the award was made in 2008 and I also note that the period of 52 days the plaintiff in that case was admitted in hospital is not comparable to the nine months the plaintiff here spent in hospital. The injuries in that case appear to be relatively less severe than the plaintiff in this case sustained; coupled with the fact the award was made six years ago, I do not find this decision to be a useful guide in assessing the amount due to the plaintiff herein as compensation for general damages for pain, suffering and loss of amenity.

Again in the case of **Robert Gichuhu Maina versus John Kamau(supra)** the injuries were less severe as it is not indicated whether the plaintiff's bowel and urinary bladder were uncontrollable; neither has anything been mentioned about the plaintiff's sexual capability. As it was in the case of **Christine Chelangat Lelei versus Richard Mosoti & 2 Others Kericho,** the court also questioned the adequacy of the medical evidence in that case.

Though the defendant's counsel cited the decision of **Paul Maina Gatama versus John Nganga Wanjugu (supra)** I was unable to find it amongst his bundle of authorities filed in court together with his submissions and for that reason I am unable to comment on it.

Having discounted the defendant's decisions, for reasons I have stated, I am inclined to follow the court of appeal decision in **Simon Taveta versus Mutitu Njeru (2014) eKLR (supra)** cited by the plaintiff's counsel. It appeals to me to be more apt for several reasons; first, the award was made this year and therefore most recent; secondly, as noted in that case, the plaintiff's lower limbs were totally paralysed rendering her unable to use them. She had bladder and bowel incontinence and her degree of incapacity was assesses at 100%. Her injuries are comparable to those sustained by the plaintiff in this case. The only variance is that over and above what the plaintiff in **Simon Taveta versus Mutitu Njeru** suffered the plaintiff in this case also had his libido affected and he had spent considerable time in hospital undergoing treatment and rehabilitation. Taking all these factors into account I reckon that an award of **Kshs. 3,800,000/=** would be a near adequate compensation for the plaintiff's pain, suffering and loss of amenity. I award him this sum accordingly.

ii. **damages for loss of earning capacity:**

The plaintiff asked for the sum of **Kshs. 5,760,000/=** under this head. The basis of this claim is that prior to the accident, he had been running a kiosk business out of which he used to earn Kshs. 4,000/= per week which translated to Kshs. 16,000/= per month. He adopted this figure as the multiplicand and a multiplier of 30, presumably being the number of years he would have been engaged in active employment; he was aged 25 at the time of the accident.

The plaintiff relied on the case of **George Ragoka versus Attorney General (2008) eKLR** in which the court applied a multiplier of 30 years in respect of the plaintiff who was aged 25.

On the question of the multiplicand, he relied on the decision of **Jacob Ayiga Maruja & Francis Karani versus Simeon Obayo (2005) eKLR** in which the court of appeal held that documentary evidence is not always necessary to prove loss of earnings.

In that case the deceased was alleged to have been a carpenter earning a net income of Kshs 5,000/= per month. There was no evidence, however, that the deceased was engaged as search or that he earned the amount claimed. Counsel for the appellant urged the court to find that without any documentary proof,

that bit of claim could not be sustained. In rejecting this argument the court held that:

> ***"We do not subscribe to the view that the only way to prove the profession of a person must be by the production of certificates and that the only way to prove earnings is equally the production of documents. That kind of stand would do a lot of injustice to very many Kenyans who are even illiterate, keep no records and yet earn their livelihood in various ways. If documentary evidence is available, that is well and good. But we reject any contention that only documentary evidence can prove these things."***

Counsel for the defendant sought to distinguish this decision from the plaintiff's case and submitted that although there was no evidence of earnings in the **Jacob Ayiga Maruja** case, there was, at least, the evidence that the deceased had been paying school fees for his own children; according to counsel, no such evidence was led in this case.

Although the court of appeal's statement appears to be wide enough to cover every case where documentary proof may be called for, the issue in that case, as far as I can gather was to do with proof of loss of dependency. And it is in that context the court was ready to admit any other evidence that would prove that fact; for this reason, and inspite of its position on documentary evidence, the court went further and stated;

> ***"In this case, the evidence of the respondent and the widow coupled with the production of school reports was sufficient material to amount to strict proof for damages claimed."***

The issue at hand in this case is proof of loss of earning capacity and the question is whether proof is necessary and if so the nature such proof takes.

It is not rare that whenever the issue of whether evidence is necessary to prove loss of earning capacity arises, there is always the tendency to lose sight of the distinction between "loss of earnings" (particularly future earnings) and "loss of earning capacity". It has been held that the former must be specifically pleaded as special damages and must also be strictly proved as such; the latter, on the other hand, is categorised as general damages which, according to the court of appeal in **Mwangi & Another versus Mwangi (1996) KLR 285 (CAK)**, can be proved on a balance of probability.

The distinction between the two heads of damages was also addressed in **Fairly versus John Thompson Ltd (1973) 2Lloyds Report 40** where Lord Denning stated**:**

> ***"It is important to realise the difference between an awards for loss of future earnings as distinct from compensation for loss of earning capacity. Compensation for loss of future earnings is awarded for real assessable loss proved by evidence. Compensation for diminution of earning capacity is awarded as part of general damages."***

Compensation for loss of earning capacity is calculated against the background of the claimant's ability to earn money at the date of injury; it is not compensation for lost future wages, but it is compensation for loss of ***ability*** to earn income. It is for this reason that strict proof is not necessary in a claim for loss of earning capacity and for the same reason the earning capacity is categorised as an element of general damages "which can be inferred from the nature of the injury, without proof of actual earnings or income either before or after the injury, and damages in this respect are awarded for the loss of ability thereafter to earn money (see **Connelly versus Pre-mixed Concrete Co., (1957) 49 Cal. 2d 483, 489.**).

The test for valuation of lost earning capacity is only what is reasonable. In **Riddley versus Grifall Trucking Company (1955) 136 Cal. App.2d 682,688** it was held that evidence of actual earning before or after the injury merely assists the jury, as persons of ordinary intelligence and experience, in arriving at the amount of the award which is in their power to determine from the nature of the injury.

With this understanding in mind, we go back to the plaintiff's testimony. The plaintiff said that prior to the unfortunate events that scuttled his life, he was a small scale trader. In his testimony in chief, he told

the court that he used to earn Kshs. 4,000/= per day out of this business but when he was cross-examined he said that that amount was his earnings per week. In his plaint, he pleaded that he was earning Kshs. 20,000/= per month. This figure is further cast into doubt because the plaintiff testified that his business was only three weeks old before the occurrence of the accident. The conclusion that one can possibly make from this inconsistency in the figures given by the plaintiff is that he may not have been working or earning at all.

It has been noted, however, that to be eligible for an award in damages for loss of earning capacity, it is not necessary that a claimant should have work history. If the plaintiff's evidence of his earnings prior to the accident was to be of any value, it would only have gone as far assisting the court to make the award which it is in its power to make, in any event (see **Riddley versus Grifall Trucking Company(supra).**

In making an award under this head I find the reasoning in **George Ragoka Ogola versus Attorney General Nairobi High Court Civil Case No. 3753 of** 1996 persuasive; in that case the court(Sitati, J) came to the conclusion that though there was no evidence that the plaintiff was a professional in any field, he would at least earn some money at the end of every month. The learned judge thought that a figure of Kshs. 5,000/= would be a reasonable amount that the plaintiff could, at least, make every month. Being aged 25 the learned judge applied a multiplier of 30 years, because in the learned judge's view, the plaintiff could possibly have worked up to the age of 55.

In the case before me, there is evidence that as at the time of the accident, the plaintiff was 25years old; were it not for the unfortunate event that has now incapacitated him, he could possibly also have been engaged in some sort of gainful employment. I did not hear the defendant say, and no evidence was led to show, that the plaintiff is sort of a person who would have whiled away his entire life without doing anything of value. It is difficult to tell, however, the nature of employment that the plaintiff would have been engaged in; for purposes of calculating an award under this head I will adopt a monthly figure of Kshs. 5,000/= as the multiplicand. Taking into account the uncertainties and preponderances of life, the plaintiff would probably have been in active employment up to the age of 55. I will therefore adopt a figure of 30 as the multiplier. I will accordingly award the plaintiff the sum of Kshs. 1,800,000/= under this head.

iii. **Loss of consortium:**

The plaintiff's doctor opined that the plaintiff will not be able to have sexual intercourse as a result of the injuries he sustained and that this incapacity is likely to affect him psychologically. For this reason the plaintiff asked for the sum of Kshs. 600,000/= under this head of damages.

The plaintiff relied on the decision of **John Mwongela versus Stanley Maingi Ngeera in Meru High Court Civil Case No. 32 of 2004** where the court (Sitati, J) awarded the plaintiff the sum of Kshs 600,000/= as compensation for loss of consortium.

The defendant has submitted that a sum of Kshs 100,000/= is adequate compensation under this head and in support of his submission he has relied upon the decision in **Salvatore De Luca versus Abdullahi Hemed Khalil & Another in Mombasa High Court Civil Case No. 73 of 1994** where the plaintiff was awarded Kshs 40,000/= for loss of consortium.

I have considered the two decisions submitted by the parties' respective counsel; in the decision in **John Mwongela case**, I note that as a result of the plaintiff's predicament, the learned judge found as a fact that his wife deserted him. In the case before me there was no evidence that matters had gone that far and therefore the figure of Kshs. 600,000/= which the plaintiff seeks is relatively high.

On the other hand the decision cited by the counsel for the defendant to propose the figure of Kshs.100,000/= was made almost ten years ago and therefore in my view the figure of Kshs. 100,000/= would be inordinately low.

A sum of Kshs. 400,000/= would be a reasonable figure in the circumstances of this case. I will

accordingly award the plaintiff the sum of Kshs. 400,000/= under this head.

iv. **Nursing Care:**

The medical reports by the both the plaintiff's and the defendant's doctor were in agreement that the plaintiff will need personal care services for the rest of his life and that these services would cost Kshs. 15,000/= per month. Going by the plaintiff's doctor's report, the plaintiff is now approximately thirty years.

The plaintiff has asked for a multiplier of 30 years which will bring the total sum to Kshs. 5,400,000/=. He did not cite any decisions that support his proposal.

The defendant on the other hand has sought for a multiplier of 10 years and in this regard he cited the cases of **Paul Maina Gatama versus John Nganga Wanjugu & Another Nairobi High Court Civil Case No. 355 of 355** where the plaintiff was aged 30 and the court applied a multiplier of 5 years and **Eva Mueni Wambugu versus Simon Peter Githae & Another Machakos High Court Civil case No. 202 of 2009** where the court applied a multiplier of 10 years in respect of a plaintiff who was then aged 25.

I will adopt the multiplier of 20 years for the same reasons that were stated in **Eva Mueni Wambugu versus Simon Peter Githae & Another** that first, the payments will be made lump sum and in advance though the nurse will likely be paid on monthly basis; and second, the plaintiff will have the opportunity to invest. I will therefore award the sum of **Kshs. 2,700,000/=** under this head. I am conscious that I adopted a multiplier of 30 years for purposes of calculating the compensation arising out of loss of earning capacity; the reason is simply this - the injuries that the plaintiff sustained are likely to affect his life expectancy; everything else being equal, he would most likely have lived longer than he now might live as result of the injuries he sustained.

v. **Cost of the wheel chair:**

Parties agreed at a constant figure of Kshs. 45,000/= as the cost of the wheel chair. The plaintiff's doctor was of the view that the wheel chair will need replacement every five years while the defendant's doctor opined that such replacement will be necessary after four to six years. Parties are in agreement that for purposes of calculating the award under this head the court should adopt the time span of five years.

It is reasonable to adopt the multiplier adopted for assessment of nursing care costs to gauge the number of times the wheel chair will need to be replaced. The multiplier adopted is 20 years and therefore if the each wheel chair is given a lifespan of 5 years, it follows that four replacements will be made. The total cost under this head will therefore be Kshs. 180,000/= which I hereby award the plaintiff accordingly.

vi. **Cost of uridomes and diapers:**

The two doctors were in agreement that the plaintiff will need a constant supply of uridomes and diapers; they also agreed that these items are likely to costs Kshs. 3,000/= per month. Going by the multiplier of 20 the total cost of these items will be Kshs. 960,000/= which I hereby award the plaintiff.

vii. **Cost of special bed and mattresses:**

Counsel for the respective parties are in agreement that **Kshs. 350,000/=** should be awarded under this head. The same is awarded to the plaintiff.

In summary the plaintiff's suit succeeds and judgment is entered for the plaintiff against the defendant as follows:-

1. Special Damages	Kshs	2,500

2. General Damages

a. Pain, suffering and loss of amenity Kshs 3,800,000
b. Loss of earning capacity Kshs 1,800,000
c. Loss of consortium Kshs 400,000
d. Nursing care Kshs 2,700,000
e. Cost of wheel chair Kshs 180,000
f. Cost of uridomes &diapers Kshs 960,000
g. Special Bed and Mattress Kshs 350,000 10,190,000

GRAND TOTAL Kshs 10,192,500

(Less 20% contribution) Kshs 2,038,500

NET TOTAL Kshs 8,154,000

There is evidence that the plaintiff served the requisite notice of the intention to file suit against the defendant; the plaintiff is accordingly awarded costs and interest at court rates. The interest shall be applicable on both the award and costs and shall be calculated as from the date of judgment.

Signed, dated and delivered in open court this 24th day of September 2014

Ngaah Jairus

JUDGE