



Rop v Bett & another (Both sued in their capacities as personal representatives of the Estate of the James Nyamuranga) (Environmental and Land Originating Summons 22 of 2016) [2022] KEELC 2591 (KLR) (19 May 2022) (Judgment)

Neutral citation: [2022] KEELC 2591 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT KERICHO
ENVIROMENTAL AND LAND ORIGINATING SUMMONS 22 OF 2016**

MC OUNDO, J

MAY 19, 2022

BETWEEN

JOEL ROP PLAINTIFF

AND

ROBERT KIPNGENO BETT 1ST DEFENDANT

GILBERT KIMUTAI 2ND DEFENDANT

**BOTH SUED IN THEIR CAPACITIES AS PERSONAL REPRESENTATIVES OF
THE ESTATE OF THE JAMES NYAMURANGA**

JUDGMENT

1. *Vide* an Originating Summons amended on the February 10, 2020 and filed pursuant to the provisions of Order 37 Rule 7(1) (2) (3) and (14) of the [Civil Procedure Rules](#), Section 38 of the [Limitation Act](#), the Plaintiff/Applicant herein seeks for the following reliefs :
 - i. A declaration that the Plaintiff has been in open, quiet and exclusive possession of 1.8 (one decimal eight) acres comprised in LR No. Kericho/Kabartegan/436 for a period of 12 years.
 - ii. A declaration that the Plaintiff is entitled to the said 1.8 acres by Adverse Possession.
 - iii. An order directing the Defendants to execute mutation and transfer forms so as to effect valid transfer of the said 1.8 acres comprised in LR No. Kericho/Kabartegan/436 to the Plaintiff and in default the Deputy Registrar or other authorized officers of this honorable court do execute the said forms on his behalf.
 - iv. An order restraining the Defendants by themselves, their agents, and/or representatives from interfering with the Plaintiff's quiet possession of the said land.



- v. costs of the suit.
2. The Originating Summons is premised on the grounds stated on the face of it as well as the Supporting Affidavit of Joel Kipngeno Rop the Plaintiff herein sworn on the February 10, 2020.
 3. Simultaneously with the Originating Summons, the Plaintiff had filed a Notice of Motion dated the April 25, 2016 where he had sought for injunctive reliefs against the Defendants. On the May 27, 2016 the application was compromised by a consent recorded by the parties to the effect that the Plaintiff occupies 0.4 acres of the disputed land which portion has been identified, pending hearing of the suit and the Defendant be allowed time to have his maize mature on a portion of about 0.2 acres.
 4. Direction were then taken that the Originating Summons be heard by way of viva voce evidence since there were contested facts. That The Originating Summons and Supporting Affidavit be deemed Plaintiff and the Replying Affidavit a Defence. Parties were then directed to comply with the pre-trial directions wherein the matter proceeded for hearing on the September 27, 2017.
 5. It was whilst the Plaintiff had begun his testimony on the scheduled day, that the court inquired whether the 1st Defendant had obtained a full Grant or whether he was still in possession of a Limited Grant only. The Plaintiff was subsequently stood down and the matter stayed to allow him time to pursue a substantive claim for succession/citation in order to proceed against the rightful legal representatives of the deceased.
 6. A citation was subsequently filed in Kericho CMC in Succession Cause No.10 of 2017 wherein on the October 7, 2019 the Plaintiff's Counsel sought leave to amend the Originating Summons dated April 25, 2019. The leave was granted as prayed and the Originating Summons was amended on the 10th February 2020 incorporating the 2nd Defendant who had been issued with the Limited Grant of Letters of Administration Ad Litem on the 3rd December 2019. Whereas the 1st Defendant filed a reply to the amended Originating Summons amended on the January 21, 2021, the 2nd Defendant did not enter an appearance. On the September 27, 2021, Counsel for the Plaintiff sought for directions that the suit proceeds for further hearing. The court obliged.

Plaintiff's case

7. On the October 21, 2021, the matter began afresh, wherein the Plaintiff testified that he was a Pastor as well as a farmer. That he had sued the 1st Defendant because he had bought land from Elijah Kibet Chepkwony who was his father, and also because the 1st Defendant was the legal representative of James Chepkwony Nyamuranga. He produced a copy of the Limited Grant of letters of administration ad Litem issued in Kericho in Succession Cause No. 82 of 2015 as Pf exh.1.
8. He went on to testify that the 2nd Defendant Gilbert Chepkwony was also an administrator of the same estate as per the Limited Grant of Letters of Administration ad Litem issued by the Kericho Magistrate Court in Citation Cause No. 10 of 2017 dated 3rd December 2019, which he produced as Pf exh 2.
9. That in the year 1998, Elijah Kibet Chepkwony the son of the deceased James Chepkwony Nyamuranga, called him and sought to sell to him land. They had had a discussion with his father James Chepkwony who encouraged him to accept to buy the land which measured 1.3 acres and was comprised in LR No. Kericho/Kabertegan/436 registered to the said James Chepkwony Nyamuranga.
10. That he had conducted a search on the land as per the certified copy of the certificate dated 5th April 2016 which he produced as Pf exh 3 before he bought the land measuring 1.3 acres for Ksh 195,000/- in 1998. That he had paid for the same in installments wherein the last installment was received by



- Elijah Chepkwony who signed for the same on July 16, 1999. The 1st respondent's mother also signed the receipt of acknowledgement.
11. His evidence was that at the time he had paid Ksh 43,000/= the deceased, James Chepkwony had acknowledged receipt on 8th December 1998 wherein he had signed an acceptance that the Plaintiff continues to make the payments. The Plaintiff testified that the sale had not been reduced in writing although they had been acknowledging the payments in writing. He produced the notes and accompanying schedule covering the period from 13th January 1998 and schedule from February 17, 1998 – July 16, 1998 as Pf exh 4 (a-b).
 12. The Plaintiff proceeded to testify that whereas he used to deal with James Chepkwony, Elijah and his wife used to collect the money. That after purchasing the 1.3 acres, he had also, in the same year of 1998, purchased ½ acre of land for Ksh. 80,000/= from the 2nd Defendant Gilbert who was a brother to the Elijah. That this second transaction had been approved by the Defendants' father who had advised the Plaintiff to buy only the ½ acre instead of the full 1 acre which Gilbert sought to sell to him, since he had already bought 1.3 acres.
 13. That the second transaction was also paid by instalments, the last installment having been made on November 23, 1999 when Gilbert and his wife signed. He produced the notes covering the period between 21st December 1998 and 23rd November 1999 as Pf exh. 5 (a-j) and went on to testify that while he wrote the notes, the parties had signed the same.
 14. His testimony was that no sooner had he made the first payment, than he took possession of the land, comprising 1.3 acres in 1998, fenced it and occupied it. Later he had combined it with the one measuring ½ acre since they were on the same land. That he had undertaken various developments to wit, that he had fenced the 1.8 acres with Mauritius thorns, divided it into 6 paddocks where he kept his dairy cows and planted nappier grass in other sections and planted trees including Cyprus and native trees, as boundaries. That he had built two semi-permanent houses, built with timber and iron sheets. That whereas one house had been demolished by the 1st Defendant in the year 2017, he now remained with one semi-permanent house and a kitchen.
 15. That his four sons lived in the semi-permanent house, whereas he kept his dairy animals on that land. That the semi-permanent houses had been constructed at different times, wherein the 1st one had been built in the year 2000, while the 2nd house had also been built almost at the same time, by his sons.
 16. That currently he was enjoying 0.4 acres of the suit land which he had been given by the court. That he had lost possession of 1.4 acres on January 10, 2016 after a gang of people, who were armed with crude weapons and who had been led by Robert Kibet the 1st Defendant, had invaded the land, chased away his family and cleared everything thereon wherein he had ran away and thereafter reported the matter to the chief who had informed him to seek legal advice.
 17. That he had subsequently reached out to Elijah, the person who had sold him the land and who had kept informing him that the land was his, but Elijah was serving a sentence of life imprisonment having been sentenced by the High Court on March 24, 2014.
 18. The Plaintiff summarized his evidence by stating that prior to the year 2016, he had lived peacefully with the old man (Elijah), Robert and his brothers as they were young. That he now sought that the court gives him back his 1.8 acres and the title to it as well as mesne profit for 6 years and to issue eviction orders against Robert as well as costs for the suit.
 19. On cross examination, the Plaintiff confirmed that he had bought the land in 1998 after its registered proprietor had authorized him to buy the same. That in actual sense it had been the registered



- proprietor who had sold the land to him. That both Gilbert and Elijah were legal sons to James Chepkwony to whom the land was registered to and who died in the year 2006 which was 10 years later.
20. That they could not effect the transfer because James became sick and subsequently died. That James had been in the company of his children as they received the money where Elijah's wife had also signed the acknowledgement. That they had not called a surveyor but had demarcated the land with the villagers because James had been sick.
 21. That although he did not live on the land, the same was occupied by his son Benjamin which could be construed that he personally lived on it. That although he had not been served with any letters of eviction yet his sons had been served with the same on August 10, 2015.
 22. He also confirmed that his sons had been sued by Robert in Civil Suit No. 1 of 2016 which case had been "dropped" and the current suit filed later because he sought to know why his children had been chased away.
 23. He pleaded ignorance on the issue involving a Succession Cause No. 17 of 2017 or that he was aware that Robert was an Administrator.
 24. He also confirmed that he was in communication with Gilbert who feared his son and had sworn never to attend court proceedings. That he could not communicate to the Defendants because they were fierce and that the 0.4 points of an acre of the land he was in occupation contained a semi-permanent house and kitchen and also 2 cows. The Plaintiff closed its case.

Defendants' case

25. The 1st Defendant Robert Kipngeno Bett testified as DW 1 to the effect that he lived in Chemosot within Kericho County and that he was not related to the Plaintiff. That the matter involved LR No. Kericho/Kabartegen/436 which land was registered to his grandfather James Chepkwony Nyamuranga. That he had obtained Letters of Administration Ad Litem dated 7th October 2015 herein produced as Df Exh. 1 so that he could sue the people who were on the suit land having become an administrator of the same.
26. He testified that he had filed for a full grant although he had not received the certificate and further that he did not know the Plaintiff herein. He sought to rely on a witness statement he had recorded on the 12th October 2017 as his evidence.
27. He also refuted the claim that the Plaintiff had bought the suit land from his uncle, but confirmed that he had written to him a demand letter dated 10th August 2015, herein produced as Df Exh 2, asking him to vacate the suit land. He also produced as DF Exh 3, the green card confirming that the suit land was registered to James C. Nyamuranga who died on 5th August 2006 as per the death certificates herein produced as Df exh 4. He confirmed that he was a son to Elijah Kibet Chepkwony who was alive but had been imprisoned for life.
28. The Defendant sought for eviction orders against the Plaintiff from the piece of land measuring 0.4 acres, land which he was categorical that the same was only used for grazing cattle and that there had been no building thereon.
29. On cross examination, the 1st Defendant confirmed that prior to the issuance of the demand letter dated 10th August 2015, the Plaintiff had been in occupation of 1.8 acres which he had taken possession of in 1998 or there about as he (Defendant) was about 14 years old then. That currently the Plaintiff was in occupation of 0.4 acres. He also refuted that the Plaintiff had purchased the land from his father and uncle because they did not have any land to sell.



30. The 1st Defendant was referred to paragraph 5 of his Replying Affidavit dated 21st January 2021, wherein he corrected his evidence and stated that the Plaintiff had entered into an illegal agreement with his father Elijah Kibet. He also confirmed that the agreement had been entered into during the lifetime of his grandfather.
31. He was further referred to paragraph 6 of the said Replying Affidavit wherein he confirmed that the 2nd Defendant, Gilbert had also entered into the illegal agreement with Joel Rop, the Plaintiff.
32. He confirmed that Gilbert Kimutai was his uncle, a brother to his father and further that the agreement had also been entered into during the lifetime of his grandfather. That after the Plaintiff had taken possession of the 1.8 acres of land, he had built one grass thatched shed for his cows. That about 4 or 5 years ago, the Plaintiff had demolished the cow shed and carried away the grass cutter machine.
33. He also confirmed that after he had issued the eviction notice to the Plaintiff, he had filed suit No. 1 of 2016 against the Plaintiff's children, Benjamin Rono and Oliver Rono who had been in occupation of the land. The Plaintiff had not been a party to the suit. That the case had subsequently been dismissed for non-attendance. The 1st Defendant further confirmed that the sale transaction between the Plaintiff and his father and uncle had been illegal because his grandfather had not been involved. He maintained that the Plaintiff was illegally on the suit land. There was no evidence tendered by the 2nd Defendant. The defence closed its case.
34. Parties filed their written submissions to which I shall summarize as herein under.

Plaintiff's submissions.

35. The Plaintiff summarized the background of the matters in issue as well as their evidence and that of the Defendants as adduced in court before framing the issues for determination as follows;
 - i. Whether the Plaintiff has been in occupation of a portion measuring 1.8 acres comprised in all that property known as LR No.Kericho/Kabartegen/436 for a period of at least 12 years.
 - ii. Whether the Plaintiff has been in open quiet and exclusive possession of 1.8 acres (one decimal eight) acres comprised in LR No.Kericho/Kabartegen/436 for a period of 12 years.
 - iii. What remedies are available to the parties?
36. On the first issue for determination, the Plaintiff submitted that from the evidence adduced in court it was evident that he had been in occupation of a portion of land measuring 1.8 acres, which comprised in the suit property, from the year 1999 when he purchased it for the 1st Defendant's father and the 2nd Defendant. The Plaintiff further conceded that his occupation was interrupted in the year 2016 when the 1st Defendant repossessed 1.4 acres leaving him in occupation of 0.4 acres (pursuant to the courts orders of May 27, 2016.)
37. On the second issue for determination the Plaintiff relied on the decided case in *Kasuve vs Mwaani Investments Limited & 4 Others* (2004) 1KLR to submit that the Plaintiff had been in an uninterrupted, exclusive possession of 1.8 acres of land for a period of at least 18 years from 1998-1999 to 2016 when this suit was filed. That indeed the Plaintiff had substantially developed the suit land wherein he had put up a fence, planted trees, constructed houses which developments were an indication of his long exclusive, open, quiet and peaceful occupation of the subject property.
38. The Plaintiff's submission was to the effect that having purchased the suit land, the period of limitation ran in his favour for the year 1999 when he completed payment of the purchase price for the acquisition of the said subject parcels of land.



39. The Plaintiff's further submission was that the Defendants' title as representatives of the estate of James Chepkwony Nyamuranga (deceased) ought to be extinguished by dint of his Adverse Possession thereof for a period of at least 18 years. That his claim for Adverse Possession should be sustained by dint that he was a purchaser in possession of the suit property.
40. In as far as the instant claim was raised against the estate of the deceased James Chepkwony Nyamuranga, the Plaintiff relied on the decided case by the Court of Appeal in *Mate Gitabi v Jane Kabubu Muga alias Jane Kaburu Muga & 3 Others* [2017] eKLR to submit that their case was sustainable and justiciable. Finally the Plaintiff submitted that they had proved their case on a balance of probability and that the court ought to grant them the prayers as sought in their amended Originating Summons.

Defendant's submissions

41. The Defendant also that gave the background to their defence after which he raised two issues for determination to wit;
 - i. Whether or not the Plaintiff/Applicant have(sic) a claim for land/ or good title
 - ii. Whether the Plaintiff is entitled to prayers sort(sic)
42. On the first issue for determination, it was the Defendant's submissions that there was no agreement between the Plaintiff and the deceased person who was the owner of the property, one James Chepkwony Nyamuranga, since the Plaintiff's testimony was that he had bought 1.3 acre of land from the Gilbert Kimutai who was one of the beneficiaries of the said estate.
43. That there had been no survey done to confirm the measurement of the land occupied by his two sons who had since vacated from the land in the year 2017 after receiving the demand notice. That the Defendants were currently in occupation of the said parcel of land.
44. That the agreement herein produced as evidence of the purchase of land, was illegal and void as the Plaintiff was in contravention of the provisions of Section 45 of the Law of Succession when he intermeddled with the deceased's property, and Section 34 of the *Advocates Act* the agreement having been drawn by an unqualified person. That the vendors of the suit land had no title to pass or legal capacity to enter into a sale agreement with the Plaintiff and further that there had been no consent obtained from the relevant Land Control Board and therefore the contract was void and unenforceable.
45. The Defendant further submitted that acquisition of land before confirmation of the grant was unlawful and prohibited and therefore the Plaintiff's suit ought to be dismissed.

Determination

46. This is a matter where the Plaintiff seeks for orders that he be registered as proprietor of 1.8 (one decimal eight) acres comprised in LR No. Kericho/Kabartegan/436 having acquired the title by virtue of the doctrine of Adverse Possession. The Plaintiff's suit was opposed by the 1st Defendant, who was categorical that the sale agreement entered between the Plaintiff, the 1st Defendants' father and uncle, the 2nd Defendant, was illegal as the said vendors had no title to pass, the said property having been registered to the deceased one James Chepkwony Nyamuranga.
47. On analyzing the above evidence, it is the Plaintiff's case that he entered into the suit property in the year 1998-1999 after entering into a sale agreement with Elijah Kibet Chepkwony, the 1st Defendant's father, wherein he had purchased land measuring 1.3 acre for Ksh 195,000/- in 1998. That he had



subsequently purchased a further ½ acre from the 2nd Defendant, Gilbert Kimutai Chepkwony for Ksh.80,000/= in the same year of 1998. The evidence on record is that although he had purchased the said land from the above captioned persons, who were sons to the proprietor herein and whom we shall refer to as vendors for ease of reference, that said transaction, which was not reduced into writing, had been blessed by the presence and advice of its proprietor one James Chepkwony Nyamuranga who at times even accepted the part-payment.

48. Evidence on record is that no sooner had the Plaintiff made the first payment, than he had taken possession of the land, comprising 1.3 acres in 1998, fenced it and occupied it. That he had then combined the 1.3 acre with the ½ acre land whose last instalment had been paid on 23rd November 1999, since they were on the same land, making the total acreage of the land 1.8 acres.
49. Evidence on record is that the Plaintiff subsequently lived peacefully on the now 1.8 acre piece of land wherein he had developed it by putting up a fence, planting trees, and constructing houses. That its proprietor James Chepkwony Nyamuranga passed away in the year 2006 wherein the Plaintiff continued living peacefully on the land up to the 10th January 2016 when a gang of people with crude weapons and who had been led by the 1st Defendant, descended on the land, chased away his family and destroyed everything thereon.
50. The court is mindful of the legal attribution to the doctrine of Adverse Possession in Kenya which is embodied in Section 7 of the *Limitation of Actions Act*, (Cap 22) in these terms:
51. Section 7 of the *Limitation of Actions Act* provides as follows:

“An action may not be brought by any person to recover land after the end of twelve years from the date on which the right of action accrued to him...”
52. Section 13 of the *Limitation of Actions Act* aforesaid further provides that:

“A right of action to recover land does not accrue unless the land is in the possession of some person in whose favor the period of limitation can run (which possession is in this Act referred to as Adverse Possession) and, where under sections 9, 10, 11 and 12 (of the Act) a right of action to recover land accrues on a certain date and no person is in Adverse Possession on that date, a right of action does not accrue unless and until some person takes Adverse Possession of the land.”
53. Sections 37 and 38 of the *Limitation of Actions Act* stipulate that if the land is registered under one of the registration Acts, then the title is not extinguished but held in trust for the person in Adverse Possession until he shall have obtained and registered a High Court Order vesting the land in him.
54. Section 37 of the *Limitation of Actions Act* provides that:

“Where a person claims to have become entitled by Adverse Possession to land registered under any of the Acts cited in Section 37, to land or easement or land comprised in a lease registered under any of those Acts, he may apply to the High Court for an order that he be registered as the proprietor of the land or lease in place of the person then registered as proprietor of the land.”
55. In terms of Section 38 of the *Limitation of Actions Act*, where a person claims to have become entitled by Adverse Possession to land, (s)he must apply to the High (Real Environment and Land) Court for an order that (s)he be registered as the new proprietor of the land in place of the registered owner. The



elaborate procedure of moving the Court is provided for in Order 37 Rule 7 of the *Civil Procedure Rules* as follows:

- i. An application under Section 38 of the *Limitation of Actions Act* shall be made by Originating Summons.
- ii. The summons shall be supported by an affidavit to which a certified extract of the title to the land in question has been annexed.

56. As I have indicated herein, the rule in Adverse Possession is that the party claiming must have been in possession for over 12 years. To prove a claim under Adverse Possession, all that the Plaintiff had to do was to establish that he came into occupation and took possession exclusively and has lived on the suit property continuously without interruption for a period of over 12 years.
57. It is not contested that parcel LR No. Kericho/Kabartegan/436 measuring 11.5 hectares was registered to Chepkwony Arap Nyamuranga on the 21st November 1968 wherein he was issued with a title on the 12th December 1974. I also note that the Plaintiff herein purchased the said parcels of land from the sons of the deceased proprietor during his lifetime and further that the proprietor also did participate in the sale and receipt of part payment of the purchase price. In essence therefore the Plaintiff entered on the suit land as a purchaser, lived on the same for 8 years before its proprietor passed away and he continued to live on the land for a further 10 years, making it a total of 18 years, before he was violently driven away by the 1st Defendant. He filed suit in the same year in 2016 wherein the court gave him a reprieve, pursuant to a consent entered into by the parties, allowing him to occupy 0.4 acres of the disputed land.
58. It is also not in contention that the 1st Defendant obtained the Letters of Administration ad Litem to the estate of the deceased proprietor on the 7th October 2015, while the 2nd Defendant obtained his Letters of Administration ad Litem to the same estate on the 3rd December 2019.
59. From the year 1998-2016, the Plaintiff had been in open, exclusive, peaceful and actual possession of the suit property without any interruption from the Defendants for more than 18 years since he bought it, which period is more than the 12 years required under the law for him to acquire title against the Defendants by way of Adverse Possession.
60. It is against this background, that the issue that arises for my determination is whether or not the Plaintiff has acquired prescriptive rights over the suit land by Adverse Possession
61. It has been argued and rightly so that the vendors herein held no valid title to the suit property to enable them sell and/or transfer the same to the Plaintiff since the suit land was and is still registered to the deceased James Chepkwony Nyamuranga. The entry onto the 1.8 acre of land by the Plaintiff therefore in 1998 became void by operation of the law thereby becoming adverse from the time the parties entered into the agreement for sale. The sale agreement and the alleged lease further became null and void after the expiry of the respective six months, for lack of consent of Land Control Board under the *Land Control Act*.
62. Indeed the Court of Appeal in *Samuel Miki Waweru v Jane Njeri Richu* [2007] eKLR held as follows:
- “In our view, where a purchaser or lessee of land in a controlled transaction is permitted to be in possession of the land by the vendor, or lessor pending completion and the transaction thereafter becomes void under Section 6 (1) of the *Land Control Act* for lack of consent of the Land Control Board such permission is terminated by the operation of the law and the



continued possession, if not illegal, becomes adverse from the time the transaction becomes void.”

63. Pursuant to above finding and the fact that the Plaintiff’s possession of the suit land was open, notorious and uninterrupted for a period of 18 years and further that there had been continuous development and cultivation which involved planting of trees, erecting thereon a residential house, and putting up a fence, I find the said developments went beyond a mere license and gave the Plaintiff the position of an adverse possessor.
64. Since the alleged sale agreement became null and void by virtue of the vendors not having any title to pass, and secondly after the expiry of the respective six months there having not been consent of Land Control Board, I find that the decision to be rendered in this dispute is solely on the basis of the claim of Adverse Possession.
65. The Court of Appeal in the case of *Benjamin Kamau Murma & Others vs Gladys Njeri*, C A No. 213 of 1996 held that:

“The combined effect of the relevant provisions of Sections 7, 13 and 17 of the *Limitation of Actions Act*, Chapter 22 of the Laws of Kenya is to extinguish the title of the proprietor of land in favour of an adverse possessor of the same at the expiry of 12 years of Adverse Possession of that land.”

The onus is on the person or persons claiming Adverse Possession:

“.. to prove that they have used this land which they claim as of right: *Nec vi, nec clam, nec precario* (No force, no secrecy, no evasion). So the Plaintiffs must show that the company had knowledge (or the means of knowing, actual or constructive) of the possession or occupation. The possession must be continuous. It must not be broken for any temporary purpose or by any endeavors to interrupt it or by any recurrent consideration”

66. The main elements of Adverse Possession that a claimant has to prove include :
 - i. actual,
 - ii. open,
 - iii. exclusive
 - iv. and hostile possession of the land claimed.
67. I find that the Plaintiff has sufficiently demonstrated the elements herein above stated thereby sufficiently establishing a claim to the land by Adverse Possession. The Plaintiff’s Originating Summons amended on the 10th February 2020 is herein allowed in its entirety as prayed.
68. Each party to bear their own cost.

DATED AND DELIVERED VIA MICROSOFT TEAMS AT KERICHO THIS 19TH DAY OF MAY 2022

M.C. OUNDO

ENVIRONMENT & LAND – JUDGE

