



REPUBLIC OF KENYA



KENYA LAW
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**Kisinzi v Kisinzi (Environment & Land Case 15 of 2020)
[2022] KEELC 3818 (KLR) (22 June 2022) (Judgment)**

Neutral citation: [2022] KEELC 3818 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT MAKUENI
ENVIRONMENT & LAND CASE 15 OF 2020**

**TW MURIGI, J
JUNE 22, 2022**

BETWEEN

FRANCIS NGUNDO KISINZI PLAINTIFF

AND

BONIFACE KINYANZWII KISINZI DEFENDANT

JUDGMENT

1. By an amended Plaint dated on November 9, 2021 the Plaintiff sought for the following orders against the Defendant: -
 - 1) An order compelling the Defendant to compensate the Plaintiff with land measuring 10,000 ft for which the Plaintiff lost due to the Defendant's failure to compensate him as per the agreement preceding the adjudication and sub division of their deceased father's land.
 - 2) An order compelling the Defendant to compensate the Plaintiff with land measuring 2.110 ft with respect to the portion of land allegedly alienated by the Defendant from the Plaintiff's Plot No Makueni/Utangwa/2475.
 - 3) An order of declaration be issued to the effect that the Plaintiff is the beneficial owner of Plot No Makueni/Utangwa/2463 by dint of adverse possession and the same should be registered in the Plaintiff's favour.
 - 4) An order compelling the Defendant to compensate the Plaintiff with land measuring 8.125ft which the Plaintiff lost due to the Defendant's failure to transfer Plot No Makueni/Utangwa/2463 to the Plaintiff the same having been a subject of a transfer agreement.
 - 5) In the alternative to prayers (A), (B), and (C) above and without prejudice thereto, the Defendant be compelled to offer monetary compensation to the Plaintiff for the total acreage of 20,235 ft based on the market value of the land.



- 6) Based on prayer (d) above, the Defendant be compelled to pay the valuation fees of the land and other charges attendant thereto.
 - 7) The Honourable court be pleased to issue an order of Permanent Injunction against the Defendant, his agents/and or servants from entering, tilling, encroaching and interfering in any manner whatsoever with the boundary to land parcel No Makueni/Utangwa/2461.
 - 8) An order of eviction against the Defendant owing to his trespass into the Plaintiff's Plot No Makueni/Utangwa/2461.
 - 9) General damages for trespass into the Plaintiff's Plot No Makueni/Utangwa/2461.
 - 10) An award of mesne profits on account of the Defendant's unlawful occupation and use of the Plaintiff's land.
 - 11) This Honourable court be pleased to grant the Plaintiff damages for the destroyed nursery, banana plants and loss of use of land and earnings from the proceeds of sale of vegetables.
 - 12) Costs of this suit together with interest thereon at such court rates and for such period as this court may deem fit.
2. Although the Defendant was served with Summons to Enter Appearance, he failed to file his Defence within the time required. The matter proceeded as an undefended suit.
 3. The Plaintiff adopted his statement as his evidence in chief and produced the documents in the amended list of documents in support of his evidence. It is his evidence that the case revolves around ancestral land belonging to their deceased father who had two wives.
 4. The Plaintiff stated that sometime in 1994, jointly with the Defendant, they sub divided several parcels of land and acquired title deeds. He stated that on diverse dates in 1995, during the pendency of the subdivision, demarcation and adjudication of all parcels of land within Utangwa Section, jointly with the Defendant they sold 20000ft of some parcels of land from their father's Estate and shared the proceeds of the sale amongst themselves. That as of the date of adjudication they had sold a total of 20000 ft to third parties.
 5. It is his evidence that he entered into an oral agreement with the Defendant to the effect that;
 - 1) The total acreage of the 20,000 ft sold to third parties would be shared equally amongst themselves.
 - 2) That for convenience reasons, the 20,000 ft would be hived off from the Plaintiff's share during demarcation.
 - 3) That after the conclusion of the adjudication process, the Defendant would transfer to him 10,000 ft.
 6. It is his evidence that after the conclusion of the adjudication process, the Defendant in breach of the agreement failed to transfer and compensate him with 10,000 ft. He further testified that after the conclusion of the demarcation process, he acquired title number Makueni/Utangwa/2461 for his share, while the Defendant's share was registered as land parcel number Makueni/Utangwa/2474.
 7. He further stated that during the survey process, the Defendant informed the Government Surveyor that he had planted coffee within a section of his land parcel number Makueni/Utangwa/2461 and that he would seek for his consent to have the same surveyed and registered in his name in exchange for an equivalent piece of land from his (Defendant) land parcel number Makueni/Utangwa/2474.



8. It is his evidence that he consented to the surveying of a section of his land parcel number Makueni/Utangwa/2461 on condition that the Defendant would compensate him with an equivalent portion of land. That by reason of his acceptance, a portion of land measuring 8,550 ft within his land parcel number Makueni/Utangwa/2461 containing the coffee plantation was registered in favour of the Defendant as land parcel number Makueni/Utangwa/2463. It is his evidence that the Defendant compensated him with a similar portion hived off from his land parcel number Makueni/Utangwa/2474 which was then registered in his favour as land parcel number Makueni/Utangwa/2475.
9. That by dint of an agreement dated April 3, 2001, the Defendant sold 6440 ft from part of his plot number Makueni/Utangwa/2475 to Mueni Muniyao Mutie. That as a result of the sale, his plot No Makueni/Utangwa/2475 was reduced by 2110 ft. He stated that since his plot no Makueni/Utangwa/2475 was situated in the middle of the Defendant's plot no Makueni/Utangwa/2474, the Defendant moved and allocated the purchaser 6440 ft at the border of his plot No Nakueni/Utangwa/2474. It is his evidence that he continued to use the remaining section measuring 2110 ft for agricultural purposes.
10. He further testified that sometime in 2004, the Defendant forcefully ejected him out of the remaining section of his plot number Makueni/Utangwa/2475 measuring 2110 ft and sold it to Mutinda Kingoo.
11. The Plaintiff stated that subsequent to the illegal alienation and conveyance of the remaining section of his plot number Makueni/Utangwa/2475, he proceeded to the Land Control Board seeking to be awarded with a similar portion from the Defendant's Plot number Makueni/Utangwa/ 2474. That despite being summoned, the Defendant failed to appear before the board, failed and hence the Board could not issue a unilateral decision.
12. He further testified that in 2001 the Defendant informed him that he wanted to sell his plot number Makueni/Utangwa/2463 to Titus Nzyoki. He stated that since the Defendant's plot number Makueni/Utangwa/2463 was close to his plot number Makueni/Utangwa/2471, he proposed to the Defendant that they exchange the plots number 2463 with 2471. That the net effect of the exchange would be that plot number Makueni/Utangwa/2471 would be registered in the name of the purchaser's, while plot number Makueni/Utangwa/2463 would be registered in his favour. He stated that upon the exchange, his plot number Makueni/Utangwa/2471 was registered in the name of Titus Nzyoki as plot number Makueni/Utangwa/2472 while he became the proprietor of plot number Makueni/Utangwa/2463.
13. He stated that after the exchange, the Defendant despite having executed an undertaking authorizing the transfer of plot number Makueni/Utangwa/2463 measuring 8125 ft in his favour, refused to facilitate the transfer to him. He stated that he had lost a total of 20,335 ft to the Defendant.
14. The Plaintiff further stated that upon the exchange of his plot number Makueni/Utangwa/2471 with the Defendant's plot number Makueni/Utangwa/2463, he took possession of plot number Makueni/Utangwa/2463 where he has been conducting farming activities for more than 20 years. He stated that even if there was no exchange agreement, he would still be entitled to the land by virtue of adverse possession
15. He further stated that the Defendant has been interfering with the boundary of his land parcel number Makueni/Utangwa/ 2461 and that the Defendant had since 2010 trespassed on his land where he had set up a big seed bed and engaged in large scale farming of vegetables.



Analysis And Determination

16. Having carefully considered the evidence on record and the submissions filed on behalf of the Plaintiff, I find that the issue for determination is whether the Plaintiff is entitled to the orders sought.
17. Although the suit was undefended, the Plaintiff has a duty to formally prove his case on a balance of probabilities as required by the law.
18. In the case of *Kirugi and Another v Kabiya & 3 others* [1987] KLR 347 the Court of Appeal held that;

“The burden was always on the Plaintiff to prove his case on a balance of probabilities even if the case was heard as formal proof”. Likewise, failure by the Defendant to contest the case does not absolve a Plaintiff of the duty to prove the case to the required standard.”
19. Similarly, in the case of *Gichinga Kibutha v Caroline Nduku* [2018] ekLR the Court held that;

“It is not automatic that instances where the evidence is not controverted the Claimants shall have his way in Court. He must discharge the burden of proof. He must proof his case however much the opponent has not made a presence in the contest.”
20. The first issue for determination is whether the Defendant should be compelled to compensate the Plaintiff with 10000 ft of land as per the agreement preceding the demarcation and sub division of his late father’s Estate.
21. The Plaintiff stated that on diverse dates in 1995, during the pendency of the sub division, demarcation and adjudication of all land parcels within Utangwa Section, jointly with the Defendant, they sold 20000 ft of land from the Estate of their late father to third parties. He stated that he entered into an oral agreement with the Defendant to the effect that for convenience purposes, the 20000 ft sold to third parties from the Estate of their late father during the demarcation process of land parcels in Utangwa Section, would be hived off from his share and that after the conclusion of the adjudication process, the Defendant would compensate him with 10000 ft. He stated that the Defendant in breach of the agreement, failed to transfer to him 10000 ft of land as agreed and instead threatened him with imminent danger.
22. The Plaintiff did not tender any evidence to demonstrate that they sold 20000 ft from the Estate of their late father to third parties. The Plaintiff did not produce any sale agreement or evidence to demonstrate that they jointly sold 20000 ft to third parties nor did the Plaintiff call the said parties to corroborate his evidence. I have looked at the Plaintiff’s amended list and bundle of documents dated November 3, 2021 and I find that the sale agreements are marked as exhibit 9, 10 and 11 respectively. The same are in Kamba language. A translation of the same was not availed. The annexed documents are neither in English nor Kiswahili. The court cannot therefore make any sense of the contents therein. The Plaintiff ought to have produced an English translation thereof. I find that the Plaintiff has not proved to the satisfaction of this Court that jointly with the Defendant, they sold 20000 ft to third parties as alleged.
23. The next issue for determination is whether the Defendant should be compelled to compensate the Plaintiff with 2110 ft alienated from the Plaintiff’s plot number Makueni/Utangwa/2475.
24. The Plaintiff stated that during the survey process, the Defendant informed the Government Surveyor that he had planted coffee within a portion of the Plaintiff’s plot number Makueni/Utangwa/2461 and that he would seek for consent from the Plaintiff to have the land surveyed. It is his evidence that he consented to his land being surveyed on condition that the Defendant compensates him with an equivalent portion from his land. That after he consented to have a portion of his land allocated



- to the Defendant, the Defendant compensated him with a portion from his Plot number Makueni/Utangwa/ 2474 which was then registered in his favour as plot no Makueni/Utangwa/2475.
25. It is his evidence that vide an agreement dated November 3, 2001, the Defendant sold 6440 ft from plot number Makueni/Utangwa/2475 to Mueni Munyao Mutie. That as a result of the sale, his plot was reduced by 2110 ft. He stated that since the portion sold to Mueni Munyao Mutie was in the middle of the Defendant's plot, the Defendant allocated to Mueni 6440ft at the corner of his plot no Makueni/Utangwa/2474.
 26. Although the Plaintiff produced an application for consent to sub divide Plot number Makueni/Utangwa/2574, there is no evidence that the consent was ever granted or that the sub division was ever done. The Plaintiff did not produce the certificate of title in respect to land parcel number Makueni/Utangwa/2475 to demonstrate that he was the registered owner of the said land. There is no evidence that a portion of his plot number Makueni/Utangwa/2461 was hived off and registered in favour of the Defendant as Plot number Makueni/Utangwa/2463. The Plaintiff did not tender any evidence to demonstrate that the Defendant entered into a sale agreement with Mueni Munyao Mutie. I find that the Plaintiff has not proved his claim to the required standard.
 27. The next issue for determination is whether the Plaintiff should be declared as the beneficial owner of plot number Makueni/Utangwa/2463 by dint of adverse possession.
 28. The Plaintiff stated that sometime in 2001, the Defendant informed him that he wanted to sell his land parcel number Makueni/Utangwa/2463 to Titus Nzyoki. That since the Defendant's plot no Makueni/Utangwa/2463 was close to his plot no Makueni/Utangwa/2461, he proposed to the Defendant that he exchanges his plot no Makueni/Utangwa/2471 with the Defendant's plot number Makueni/Utangwa/2463.
 29. That the Defendant and the purchaser accepted his proposal and that after the exchange, his plot no Makueni/Utangwa/2471 was registered in favour of Titus Nzyoki as plot no Makueni/Utangwa/ 2472 while he became the proprietor of plot no Makueni/Utangwa/2463. That despite having executed an undertaking to have the plot number Makueni/Utangwa/2463 transferred to him, the Defendant breached the agreement by failing to provide to him the necessary documents, frustrating his efforts to register the plot in his favour and utilising the plot with the full knowledge that the plot had changed hands. The Plaintiff testified that after he exchanged his plot number Makueni/Utangwa/2471 with the Defendants plot Makueni/Utangwa/2463, he took possession of plot no Makueni/Utangwa/2463 where he has consistently been farming for more than 20 years. He stated that even if there was no exchange of the plots, he would still be entitled to be registered in the land by virtue of adverse possession.
 30. The doctrine of adverse possession is enshrined under Section 7 of the *Limitation of Actions Act* which provides that;

“An action may not be brought by any person to recover land after 12 years from the date on which the right of action accrued to him or if it first accrued to some other person through whom he claims to that person.”
 31. Section 38 of the *Limitation of Actions Act* gives authority to the claimant for orders of adverse possession.



32. In the case of *Mtana Lewa v Kabindi Ngala Mwangadi* [2015] eKLR the Court held that: -
- “Adverse possession is essentially a situation where a person takes possession of land and asserts rights over it, and the person having title to it omits or neglects to take action against such person having title to it for a certain period. In Kenya it is twelve (12) years. The process springs into action essentially by default or inaction of the owner. The essential prerequisites being that the possession of the adverse possessor is neither by force nor under the licence of the owner. It must be adequate, in continuity, in public and in extent to show that possession is adverse to the title owner.”
33. To determine whether the Plaintiff’s right of adverse possession has accrued the Court will seek to determine the following issues: -
- i) How did the Plaintiff take possession of the suit property?
 - ii) When did he take possession and occupation of the suit property and for how long has he remained in possession.
 - iii) What was the nature of his possession and occupation?
34. The Plaintiff contends that in 2001 he exchanged his plot number Makueni/Utangwa/ 2471 with the Defendant’s plot number Makueni/Utangwa/2463. That after the exchange, his plot was then registered in favour of Titus Nzyoki Mulili as plot number Makueni/Utangwa/2472 and he took possession of plot number Makueni/Utangwa/2463 which he has been utilising for the last 20 years.
35. For a claim of adverse possession to succeed, the claimant must demonstrate that his entry into the suit land was non-permissive and non-consensual and without licence.
36. In the case of *Mombasa Teacher Co-operative Savings & Credit Society Limited v Robert Muhambi Katana & 15 Others* [2018] eKLR the Court stated as follows;
- “Likewise, it is settled that a person seeking to acquire title to land by adverse possession must prove non-permissive or non-consensual, actual, open, notorious, exclusive and adverse use/ occupation of the land in question for an uninterrupted period of 12 years as espoused in the latin maxim *nec vi nec clam nec precario*.”
37. The Plaintiff’s claim is based on an exchange agreement. The entry of the Plaintiff into the suit property was with the permission of the Defendant. It therefore follows that the possession was permissive and consensual.
38. The second element that the Plaintiff has to satisfy this Court is that he is in actual and continuous occupation. In the case of *Jandu v Kirpal & Another* [1975] EA 225 the Court held that;
- “...to prove title by adverse possession, it is not sufficient to show that some acts of adverse possession must be adequate in continuity, in publicity and in extent to show that it is adverse to the owner. It must be actual, visible exclusive, open and notorious.”
39. The Plaintiff stated that after the exchange of the plots, he has been in possession of the suit property for more than 20 years where he has been cultivating the land. In his statement, he stated that the Defendant had continued to utilise the land despite the fact that the property had changed hands. It is therefore clear from the Plaintiff’s statement that he is not in actual and exclusive possession of the suit land.



40. The Plaintiff is also required to demonstrate the nature of possession and the occupation which must be continuous open, honest, with the proprietor's knowledge.
41. In the case of *Samuel Kihamba Vs Mary Mbaisi* (2015) eKLR the Court held that;
- “Strictly, for one to succeed in a claim for adverse possession, one must prove and demonstrate that he has occupied the land openly, that is; without force, without secrecy and without licence or permission of the land owner, with the intention to have the land. There must be an apparent dispossession of the land from the land owner. These elements are contained in the latin phraseology, nec vi nec clam, nec precario. The additional requirement is that of animus possidendi, or intention to have the land.”
42. The Plaintiff contends that he has been farming on the plot for more than 20 years. The Court has found that the Plaintiff is not exclusive possession of the land as the Defendant is still utilising the land.
43. I find that the Plaintiff has not met the threshold for the grant of the orders of the ownership of the suit property by virtue of adverse possession.
44. The next issue for determination is whether the Defendant should be compelled to compensate the Plaintiff with 8125 ft of land due to failure by the Defendant to transfer plot number Makueni/Utangwa/2463.
45. The Plaintiff testified that sometime in 2001, the Defendant informed him that he wanted to sell his plot number 2463 measuring 8125 ft to Titus Nzyoki Mululi. He stated that since the Defendant's plot was close to his plot number Makueni/Utangwa/2461, he proposed to the Defendant that he exchanges plot 2463 with his plot number 2471 which proposal was accepted by both the Defendant and the purchaser. That despite executing an undertaking to transfer the plot number Makueni/Utangwa 2463 in his favour, the Defendant ignored and refused to facilitate the transfer of plot no Makueni/Utangwa/2463 in his favour.
46. The Plaintiff produced copies of certificates of title with regards to plot No. 2463 and 2461. I have carefully looked at the certificate of title marked as exhibit 23 and I find that land number 2461 is registered in the names of the Plaintiff while title No 2463 marked as exhibit 24 is registered in the name of the Defendant. The Plaintiff did not produce a copy of the certificate of title for land parcel number Makueni/Utangwa/2471 nor the undertaking executed by the Defendant or a sale agreement with Titus Mulili to confirm that the title had changed hands. I find that, that has not proved his case to the required standard.
47. Having failed to prove his claim on a balance of probabilities, I find that the orders sought in prayers 5 and 6 of the Plaint cannot issue.
48. The Plaintiff sought for an order permanent injunction to issue against the Defendant, his agents/ and or servants from entering, tilling, encroaching and interfering in any manner whatsoever with the boundary to land parcel No Makueni/Utangwa/2461. It is the Plaintiff evidence that despite the identification of the boundaries between the Plaintiff and Defendant's parcels of land, the Defendant had interfered with his boundary on plot No. Makueni/Utangwa/2461. The Plaintiff stated that the Defendant had encroached on his land and that he had on several occasions uprooted sisal plants that were used to mark the boundary on plot No Makueni/Utangwa/2461. The Plaintiff produced a copy of the certificate of title to demonstrate that he is the registered owner of the suit land. Section 26 of the *Land Registration Act* provides that a certificate of title is the conclusive proof of ownership.



49. Section 24(a) of the *Land Registration Act* provides for the interest conferred by registration. It provides as follows;
- Subject to this Act;
- The registration of a person as the proprietor of land shall vest in that person the absolute ownership of that land together with all rights and privileges belonging or appurtenant thereto.
50. Section 25 of the *Land Registration Act* provides for the rights of a proprietor. It provides as follows;
1. The rights of a proprietor, whether acquired on first registration or subsequently for valuable consideration or by an order of the court, shall not be liable to be defeated except as provided by this Act and shall be held by the proprietor, together with all privileges and appurtenances belonging thereto, free from all other interests and claims whatsoever, but subject.....
51. These provisions vest on the registered owner of land with rights and privileges and provides for instances when the right can be taken away.
52. The Plaintiff contends that the Defendant had encroached onto his land. Having established that the Plaintiff is the registered owner of the suit property, I find that he is entitled to all the rights, interest and privileges that pertain to it. The Plaintiff is therefore entitled to the orders sought.
53. The Plaintiff sought for an order of eviction against the Defendant owing to his trespass on plot no Makueni/Utangwa/2461. The Plaintiff stated that the Defendant with his servants and agents had been trespassing on his land parcel number Makueni/Utangwa/2461 while threatening anyone who dared to interfere with his acts of trespass. That as a result of the trespass he was unable to conduct his farming activities.
54. *Black's Law Dictionary* 10th Edition defines trespass to land as follows;
- “A person’s unlawful entry on another’s land that is visibly enclosed.”
55. In the case of *Municipal Council of Eldoret v Titus Gatitu Njau* [2020] eKLR the Court of Appeal cited the case of *M’Mukanya v M’Mbijiwe* [1984] KLR 761 where the ingredients of tort of trespass were stated as follows;
- “trespass is a violation of the right to possession and a Plaintiff must prove that he has the right to immediate and exclusive possession of the land which is different from ownership see *Thomson v Ward* [1953] 2 QB 153.”
56. The Court of Appeal in the case of *M’Mukanya v M’Mbijiwe* [1984] KLR 761 set out the ingredients of the tort of trespass as follows;
- “Trespass is the violation of the right to possession and a Plaintiff must prove that he has the right to immediate and exclusive possession of the land which is different from ownership.”
57. The Plaintiff produced a copy of the certificate of title which indicated that he is the registered owner of the suit property. I am satisfied with the material placed before me that the Plaintiff is the registered owner of the suit property. The Plaintiff asserted that the Defendant had trespassed and encroached on his land and that he destroyed his banana plants and vegetables. The Plaintiff further stated that the Defendant had not only set up a seed bed on his land, that he was also conducting large scale farming on his property.



58. The Defendant having entered onto the Plaintiff's land without any lawful or justifiable cause is therefore a trespasser and should be evicted.
59. The Plaintiff sought for general damages for trespass. In the case of *Philip Aluchio v Crispus Ngavo* [2014] eKLR the Court held that;
- “...The Plaintiff is entitled to general damages for trespass. The issue which arises is as to what is the measure of such damage. It has been held that the measure of damages for trespass is the difference in the value of the Plaintiff's property immediately after the trespass or costs of restoration, whichever is less...”
60. Having established that the Defendant is a trespasser, I find that the Plaintiff is entitled to damages. The Plaintiff did not provide the value of the land before the alleged trespass. The Court finds that the Plaintiff is entitled to a nominal figure of Kshs 100,000/- as general damages for trespass.
61. The next issue for determination is whether the Plaintiff is entitled to mesne profits on account of the Defendant's unlawful occupation and use of the Plaintiff's land. The Plaintiff sought for mesne profits as against the Defendant who he claims has encroached his land. Mesne profits is defined as the profit of an estate received by a tenant in wrongful possession between two dates. In the case of *Miana Kabuchwa Vs Gachuma Gacheru* (2018) eKLR the court held that;
- “where a party claims for both mesne profits and damages for trespass, the court can only grant one.”
62. Having granted damages for trespass, the prayer for mesne profits is hereby declined.
63. The Plaintiff sought for damages for the destroyed nursery, banana plants, loss of use of land and earnings from the proceeds of sale of vegetables. Special damages must be specifically pleaded and proved. The Court of Appeal in *Hahn v Singh*, Civil Appeal No 42 of 1983 [1985] KLR 716 held that;
- “Special damages must not only be specifically claimed (pleaded) but must also be strictly proved....for they are not the direct natural or probable consequence of the act complained of and may not be inferred from the act. The degree of certainty and particularity of proof required depends on circumstances and nature of the act themselves.”
64. In the present case, the Plaintiff has not specifically pleaded and proved his claim to and I decline to award the same.
65. In the end, I find that the Plaintiff has not on a balance of probabilities proved his case against the Defendant in prayers 1, 2, 3, 4, 5, 6 and 10 of the plaint and I accordingly dismiss the same. I find that the plaintiff has on a balance of probabilities proved his case against the defendant on prayers 7, 8, 9 and 11 enter judgment as follows: -
- a) An order of permanent injunction be and is hereby issued against the Defendant, his agents and/or servants from entering, tilling, encroaching and interfering in any manner whatsoever with the boundary to parcel No Makueni/Utangwa/241.
 - b) An order of eviction against the Defendant be and is hereby issued against the Defendant owing to his trespass into the Plaintiff's parcel No Makueni/Utangwa/2461.
 - c) Kshs 100,000/- in general damages for trespass to land parcel No Makueni/Utangwa/2461.
 - d) Costs of the suit.



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HON T MURIGI

JUDGE

**JUDGEMENT SIGNED, DATED AND DELIVERED VIA MICROSOFT TERMS THIS 22ND DAY
OF JUNE, 2022.**

IN THE PRESENCE OF: -

Court assistant – Mr Kwemboi

Mutinda for the Plaintiff

