



**Kaara v Hailu & another (Environment & Land Case 763 of 2012)
[2022] KEELC 13307 (KLR) (30 September 2022) (Judgment)**

Neutral citation: [2022] KEELC 13307 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT NAIROBI
ENVIRONMENT & LAND CASE 763 OF 2012
LC KOMINGOI, J
SEPTEMBER 30, 2022**

BETWEEN

JOSEPH KINYANJUI KAARA PLAINTIFF

AND

ZEWDI TEFAMICHAEL HAILU 1ST DEFENDANT

J.M NJONGORO 2ND DEFENDANT

JUDGMENT

1. By the plaint dated October 30, 2014 and amended on November 7, 2014, the plaintiff prays that judgement be entered against the defendants jointly and severally for orders;
 - a) That the 1st defendant be ordered to honour the terms of the sale agreement dated June 18, 2012 between the plaintiff and the 1st defendant.
 - b) That the 1st defendant to render details of her account and/or her advocate of choice to enable the plaintiff pay the balance of the purchase price as stipulated in the sale agreement dated June 18, 2012 between the plaintiff and the 1st defendant.
 - c) That upon the payment of the purchase price aforesaid, the plaintiff to take possession of Nairobi/block 110/237 whose title was duly registered in his favour on June 29, 2012.
 - d) That the 2nd defendant do render an account on the entire sale transaction herein involving the plaintiff and the 1st defendant.
 - e) That costs of this suit as well as interest thereof be provided for.
2. The plaintiff averred that on or about June 18, 2012, he entered into a sale agreement with the 1st defendant for the purchase of Nairobi/block 102/110/237 at a sum of ksh 13 million. He added that



the said agreement was drawn and witnessed by the 2nd defendant who was the 1st defendant's advocate in the transaction.

3. The plaintiff also averred that he paid kshs 3 million to the 2nd defendant being deposit to be held on stakeholder basis and subsequently his advocates gave an undertaking to the vendor's advocate, to pay the balance of the purchase price. He added that completion documents were released to his advocates on the basis of the said undertaking and he lodged them for registration and was issued with a title to the suit land on June 29, 2012.
4. He contended that though the completion period was 90 days from June 18, 2012, he spoke to the 1st defendant in July 2012 notifying her that he was to authorize his advocates to release the balance but she instead demanded an additional kshs 1 million and further directed him to hold onto the balance until she directs otherwise.
5. It is the plaintiff's case that the 1st defendant having executed the sale agreement, the transfer documents and having received the deposit of the purchase price, should be compelled to honour the sale agreement and accept payment of the balance of the purchase price.

The 1st Defendant's Case

6. The 1st defendant filed the statement of defence and counterclaim dated January 18, 2013. She denied averments in the plaint and contended that she did not instruct the 2nd defendant to sell the suit land on her behalf. She averred that she only instructed the 2nd defendant to transfer the suit property from her late husband's name to her name which was done and title was issued to her on March 9, 2012.
7. She averred that the 2nd defendant, working in cahoots with the plaintiff's lawyer purported to negotiate the purchase price of the suit property without her knowledge and proceeded to register it in the plaintiff's name based on fraudulent documents forged by the 2nd defendant. She particularized fraud allegations against the plaintiff and prayed for judgement against the plaintiff in the following terms;
 - a) An order of rectification of the register at lands registry directing the registrar of lands to make the necessary amendments to reflect the defendant as the rightful and legal owner of the suit property being land reference Nairobi/block 110/237.
 - b) An order of permanent injunction restraining the plaintiff by himself and/or his agents, servants from trespassing upon and/or in any manner dealing with the suit property.
 - c) Costs of this suit.
 - d) Any other relief that this honourable court may deem fit to grant.

The 2nd Defendant's Case

8. The 2nd defendant filed the statement of defence dated January 23, 2015. He admitted that he acted for the 1st defendant who was the vendor in the transaction herein. He also admitted the plaintiff paid kshs 3 million through his account but stated it was intended to clear outstanding arrears of rates in the sum of ksh 2,641,000/= to the city council of Nairobi to facilitate issuance of the rates clearance certificate and other outgoings necessary to complete the sale transaction between the parties.
9. He also admitted that completion documents were released to the plaintiff's advocates and upon their lodging and registration, the plaintiff was issued with title deed to the suit property. He stated that



his role as an advocate in the said transaction was discharged at that point. He averred that on June 21, 2012, the plaintiff's advocate gave a professional undertaking to pay the balance of the purchase price of kshs 10 million within 7 days of the registration of title in the plaintiff's name but the said undertaking was not honored.

Evidence of the Plaintiff

10. PW1, Joseph Kinyanjui Kaara, the plaintiff testified on April 1, 2019. He told the court that he learnt that the suit land which is located in Thome area was on sale from an agent of the 1st defendant called Major (Rtd) Crispus Kimama Mwangi who showed him the plot. It was his testimony that when he was expressed interest to buy, the said Major (Rtd) Kimama took him to the 2nd defendant's offices who were the 1st defendant's advocates where he made an offer to buy the suit land at kshs 10million. He further stated that his offer was rejected but his subsequent offer of kshs 13 million was accepted.
11. It was his testimony that after confirming that the property was in the 1st defendant's name, a sale agreement dated June 18, 2012 was drawn by the 2nd defendant who was the advocate for the 1st defendant, and it was forwarded to his advocates, M/S Kulecho & Co Advocates. He signed. It was then forwarded to the 2nd defendant to forward to his client for signing.
12. He further stated that he paid a deposit of kshs 3 million which was to be used to clear rates that were due and that completion date was ninety (90) days from the date of the sale agreement. He stated that completion documents were sent to his advocates and a title was eventually issued in his name on June 29, 2012. He further stated that he got the 1st defendant's number from the agent, Major (Rtd) Crispus Kimama and called her but she asked him to send an additional kshs 1 million. He stated that when he refused, she told her not to release the balance of kshs 10 million to him advocates until she instructs him.
13. When he was cross examined, he stated that he talked to the 1st defendant, on July 1, 2012 but she did not tell him that she did not sign the sale agreement and the transfer documents. He further stated that he is not aware whether the 1st defendant was out of the country at the time of the transaction and would not know if she signed the transfer form.
14. He also stated that he did not see the receipt for payment of rates but his advocates got the rates clearance certificate. He added that he paid ksh 600,000/= for stamp duty through his advocates but he does not have the invoice for it. He also stated that the 1st defendant's Kenya Revenue Authority, personal identification number is not indicated on the transfer. He added that at a meeting held at the 2nd defendant's office, a call was made to the 1st defendant in his presence and from the conversation, he got the impression that she was aware of the transaction. He also stated that the balance of the purchase price is available.

Evidence of the 1st Defendant

15. DW1, Zewdi TesfaMichael Hailu, the 1st defendant testified on April 1, 2019. She told the court that the suit land initially belonged to her husband Selemon Abraha Reda (deceased) who died in a plane accident in 1996. She testified that the title had been charged to Barclays bank and she cleared the loan and instructed the 2nd defendant to transfer it to her. She testified that the 2nd defendant later called her while she was in Canada and told her that there were rates arrears and the plot would be sold, prompting her to travel to Kenya to find a buyer. She told the 2nd defendant not to sell it yet since interest in rates would be waived in June.



16. She stated that at one time, DW2 called her and told her that the 2nd defendant had sold the suit land and used kshs 3 million and when he called the 2nd defendant, he did not pick her calls. She testified that the plaintiff called her to tell her that he had bought the suit land but she told him that she had not signed any documents.
17. It was her testimony that on the date the sale agreement was drawn, June 18, 2012, she was in Canada. She further stated that the photographs on the transfer dated June 26, 2012 are hers but the hair style is not hers and that her the passport number therein is not her genuine passport number. She added that the signatures in the sale agreement and the transfer are not hers.
18. She testified that she did not instruct Major (Rtd) Crispus Kimama and the 2nd defendant to sell the suit property and that the 2nd defendant was not her advocate in the transaction. She also stated that she did not ask the plaintiff to pay her an extra ksh 1 million.
19. When she was cross-examined, she stated that she was introduced to the 2nd defendant by her friend Teddy Yohannes in 2010 and that she instructed him to act for her in the succession cause. She further stated that the 2nd defendant discharged title to the suit land from Barclays Bank and which was in her husband's name and transferred it to her name.
20. She further stated that she has not been to city council of Nairobi to check whether the rates were paid. She also stated that she has no report from a document examiner showing that signatures on the sale agreement and transfer herein were not hers.

Evidence of the 2nd Defendant

21. DW2 Major (Rtd) Crispus Kimama Mwangi testified on January 21, 2020. He told the court that the suit land was owned by the 1st defendant whom he knew from 1996 as he was the chairman of the residents association in Thome.
22. It was testimony that in 2012, the 1st defendant instructed him to find a buyer for the suit land and he found the plaintiff who offered to buy it at kshs.10million.He testified that the 1st defendant refused to accept the kshs 10 million offer and asked for kshs 16 million but since he knew the market dynamics of land in that area, he advised her that the suit plot would fetch between 12-14 million and when the plaintiff gave a second offer of kshs 13 million, she accepted.
23. He stated that the 1st defendant also had an offer of kshs 13 million from Engineer Benjamin Kahura Njenga whom he met in the presence of the 1st defendant at M/s Kibatia & Co Advocates who were potential buyers but the transaction could not be completed since title to the suit land had not been issued to the 1st defendant.
24. He further stated that when the title became available and the plaintiff expressed interest to buy, the 1st defendant was agreeable. He went with the plaintiff, accompanied by his wife, to the 2nd defendant's offices where the sale agreement was drawn. He added that the he spoke to the 1st defendant more than five times on phone in the presence of the 2nd defendant on issues pertaining to the transaction. He further stated that when the transaction was nearing completion and he demanded his commission from the 1st defendant, she demanded an additional kshs 1 million from the plaintiff.
25. When he was cross- examined, he stated that the 1st defendant instructed him to find a buyer for the suit property and directed her to her advocates, the 2nd defendant. He also stated that he looked after the property for many years and that he did not defraud the 1st defendant. He added that he has not received any money out of the transaction.



26. DW3, John Njongoro, the 2nd defendant testified on November 6, 2021. He told the court that the plaintiff did not make any claim against him. He stated that he received kshs 3 million from the plaintiff and he was authorized under clause 3 and 4 of the sale agreement to use the said money to clear rates arrears of kshs 2,641,000/= to Nairobi city council. He added that at the time he paid, the arrears had accumulated to ksh 2,720,917/= which he paid and was issued with a rates clearance certificate dated June 22, 2012 after paying kshs 7,500 for it.
27. It was his testimony that he is holding the balance as lien since he was not paid his fees in the transaction. He testified that the 1st defendant has no claim against him in her defence and counterclaim dated January 18, 2013. He also stated that there is a transfer in favour of the plaintiff.
28. It was also his testimony that the 1st defendant was introduced to him by a client named Taddesech Woyannes in 2009 and that she instructed him in HCCC succession cause 863 of 1997, Estate of Solomon Abraha Reda, the 1st defendant's deceased husband and previous owner of the suit property. He stated that the grant therein had been revoked and they filed a fresh petition being HC succession No 1706 of 2009 and upon finalization, the suit property was transferred to the 1st defendant. He added that the 1st defendant left her title in his custody and verbally instructed him to look for a buyer for the suit property.
29. DW3 also told the court that at one time, the 1st defendant called him, informing him that she was with DW2 at M/S Kibatia Advocates offices and had found a prospective buyer of the suit property by the name Engineer Benjamin Kahura Njenga. That transaction did not go through and 1st defendant left the country on March 23, 2012.
30. It was also his testimony that the 1st defendant gave him DW2's number, who was an agent and who showed him the suit property. He stated that later, they got an offer to buy the suit property at kshs 13 million from the plaintiff who went to his office accompanied by his wife and DW2.
31. He stated that he informed the 1st defendant of the said offer and she accepted it but gave a condition that the deposit of the purchase price would be used to clear the rates. He stated that he drew the sale agreement on June 18, 2012 on instructions from the 1st defendant who resides in Canada and sent it to the plaintiff's advocates' in the transaction who were M/S Kulecho and Company Advocates.
32. He stated that he dispatched the sale agreement and transfer to the 1st defendant by registered air mail to Canada where the 1st defendant resides and that the 1st defendant returned the documents through a lady by the name Tsehay Gebre Michael Brha who was his client and was known to the 1st defendant. He stated that he attested the documents on June 26, 2012. He stated that he also dispatched completion documents to the plaintiff's advocates.
33. He stated that he did not personally benefit from the transaction and expects that he will be paid his fees since he did his work as an advocate. He also stated that the 1st defendant asked him to request for a further kshs 1million after the transaction was complete but he advised her it was not possible.
34. When he was cross-examined, he stated that the 1st defendant was out of the country at the time of sale but he sent her the sale agreement and the transfer but he did not have the original registered post used to dispatch the said documents to the 1st defendant in Canada.
35. He stated that the transfer is certified on June 26, 2012 and it could either be witnessed by a notary public in Canada or himself. He added that the sale agreement was forwarded to the plaintiff's advocates on June 26, 2012 He also stated that since the property was freehold, no consent was required as the transaction was not subject to the [Land Control Act](#).



36. He stated that he did not have the receipt for payment of rates from the city council of Nairobi, stamped cheque or copy of bank statement to confirm payment but he paid by RTGS and got a rates clearance certificate. He also stated that after completion of the transaction, the 1st defendant sent him an email saying that she did not want to sell the suit property. He stated that he was left with ksh 271,583/= after paying rates and for the clearance certificate.
37. At the close of the oral testimonies, parties were directed to file written submissions. It appears the plaintiff did not file written submissions as by the time of writing this judgment the same were not on record.

The 1st Defendant's Submissions

38. They are dated April 19, 2022. Counsel for the 1st defendant submitted that the issues for determination in this matter are;
- a) Whether the 1st defendant signed a sale agreement dated June 18, 2012 with the plaintiff.
 - b) Whether the 2nd defendant had instructions to sell the subject parcel to the plaintiff.
 - c) Whether the 2nd defendant was an expert witness or a party to the suit.
 - d) Whether the alleged sale and transfer of Nairobi/block/110/237 was lawful.
 - e) Whether the orders sought by the plaintiff as against the 1st defendant should be granted.
 - f) Who should bear cost of this suit?
39. It was counsel for the 1st defendant's submission that while it is alleged that the 1st defendant entered into a sale agreement with the plaintiff and executed a transfer on June 26, 2012, both documents are forgeries as her passport reveals that she left Kenya on March 23, 2012, arrived in Asmara Eritria on the same day where she stayed until March 16, 2012 when she left for Canada. He added that even if the documents were posted for her execution as alleged, they could not have been sent to Canada and back on the same day.
40. It was also counsel's submission that the title held by the plaintiff was acquired fraudulently and unlawfully and should be revoked under section 26(1) of the *Land Registration Act*. He relied on the case of *Arthi Highway Developers Limited v West End Butchery Limited & 6 others* [2015] eKLR.
41. Relying on the case of *Boniface Ngemi v Vincent Kihara* ELC case No 1498 of 2007, counsel submitted that once a party is put on notice of illegalities, the intended transaction ought to be put on hold. He pointed out that the 2nd defendant had no instructions to sell the suit land and that in email exchanges between the 1st defendant and the plaintiff, the 1st defendant put the plaintiff on notice not to proceed with the sale unless the instructions expressly came from her.
42. Counsel relied on the case of *Christopher Ndaru Kagina v Esther Mbadi Kagina* to submit that the 2nd defendant is a rightfully before this court as a party who played a key role in perpetuating the illegal sale and transfer of the suit land.



43. Relying on the case of *Elizabeth Cheboo v Mary Cheboo Gimniyigei* civil appel No 40 of 178 and the case of *Mbuthia Charagu v Kiarie Kiguru* civil appeal 87 of 1986 counsel submitted that that the sale of the suit property was unlawful for want of consent from the land control board.
44. He urged the court to note that despite the 2nd defendant receiving ksh 3 million and utilizing the same to pay rates, he had no receipts to prove payment of rates and no proof of payment of stamp duty. He relied on the case of *Fredrick Musuko Ongeru v Jackline Kwamboka Nyangwechi & 2others* [2021]e KLR to urge the court to grant the 1st defendant the orders sought in his counterclaim.

The 2nd Defendant's Submissions

45. They are dated March 21, 2022. Counsel for the 2nd defendant submitted that the plaintiff confirmed that he was introduced to the 2nd defendant by Major (Rtd) Crispus Kimama who was acting as agent of the 1st defendant in the sale transaction. He further submitted that contrary to the impression created by the 1st defendant, she spoke on phone to the 2nd defendant in the plaintiff's presence at which the sale instructions were confirmed. Counsel also submitted that the plaintiff confirmed that he was in communication with the 1st defendant therefore the plaintiff was aware of the transaction.
46. On the issue of giving an account of the transaction, he submitted that he the 2nd defendant accounted for the ksh 3 million deposit as he told the court that he paid rates areas of ksh 2,720,917, ksh 7,500 for the rates clearance certificate and that he holds ksh 271,583/= as lien as his professional fee. He also submitted that hat during cross-examination, the plaintiff confirmed that he had no claims against the 2nd defendant. It was also his submission that the 1st defendant's s statement of defence and counterclaim does not raise any issues for determination between the 1st and 2nd defendant.
47. I have considered the pleadings and the evidence on record. I have considered the written submissions filed on behalf of the parties and the authorities cited. The issues for determination are:-
 - (i) Whether the 1st defendant authorized sale of the suit property.
 - (ii) Was the transfer regular?
 - (iii) Is the plaintiff entitled to the reliefs sought?
 - (iv) Is the defendant entitled to the orders sought in the counterclaim?
 - (v) Who should bear costs of this suit?
48. The plaintiff holds title to the property known as land reference Nairobi/block 110/237. He contended that it was transferred to him pursuant to a sale agreement dated June 18, 2012 between him and the 1st defendant. His case is that though he holds title, he does not have possession of the suit property for the reason that the 1st defendant has not completed the said transaction by refusing to accept the balance of the purchase price.
49. The 1st defendant contends that the suit property was fraudulently transferred to the plaintiff, in cahoots with the 2nd defendant since the sale agreement dated June 18, 2012 and the transfer dated June 26, 2012 are forgeries. She denied authorizing the 2nd defendant to act for her in the transaction. She also stated that the 2nd defendant sold the suit land without her authority.
50. The 2nd defendant's case is that he acted for the 1st defendant in the transaction and that he has accounted for the funds received from the plaintiff.



51. DW2 John Njongoro advocate told the court that he drafted the sale agreement which he forwarded to M/S Kulecho & Co Advocates. The same was signed by the plaintiff. He then forwarded the documents by registered post to the 1st defendant whose address was “650 parliament street Apt No 1926 Toronto Canada M4X 1R3”. He stated that he had always used this address to forward the documents as he had acted for her in HC succession cause No 863 of 1997. In the Estate of Seleman Abraha Beda (deceased).
52. It was his testimony that the 1st defendant signed the documents and returned them through his other client and friend of the 1st defendant named Tsehay Gebre Michael Brha. He further stated that when the documents were brought he attested the same and forwarded to M/S Kulecho & Co Advocates (the plaintiff’s advocate) for registration.
53. DW3 told the court that he knew the signature to be that of the 1st defendant as he had acted for her in HC succession cause No 863 of 1997. The 1st defendant did not deny that the photograph on the transfer form is hers.
54. DW2 also confirmed that in the documents used to register the 1st defendant as the owner by transmission, her passport number was always given as JR 919886. The transfer dated June 26, 2012 was signed by the 1st defendant and attested by the 2nd defendant. In the emails sent to the plaintiff after the transaction, the 1st defendant repeatedly refers to Mr Njongoro “as my lawyer”.
55. I find that the claim by the 2nd defendant that the signature on the documents is not hers, is not true. She did not adduce any evidence to confirm this. She ought to have availed an expert witness to confirm they were forgeries but she failed.
56. DW2 Major (Rtd) Crispus Kimama confirmed that he spoke to the 1st defendant severally who desired to sell the suit property. She was aware of the said transaction. The plaintiff confirmed that at one time the 2nd defendant called the 1st defendant in his presence and that of the plaintiff and there was nothing to suggest that she was not aware of the transaction.
57. Under clause 4 of the sale agreement dated June 18, 2012 the rates were to be paid from the kshs 3 million deposit by the plaintiff in order to obtain the rate clearance certificate. It is not in dispute that the rates clearance certificate was duly obtained from the city council of Nairobi hence the transfer and the subsequent issuance of the title deed to the plaintiff. There are several correspondences between the 1st and the 2nd defendant regarding the issue of rates. There is a notice from the city council of Nairobi dated June 13, 2012 showing the outstanding rates as kshs 2,720,917/=. The owner was given 14 days to pay upon the suit would be auctioned. The said notice was received by the 2nd defendant on June 13, 2012.
58. This confirms the fact that the deposit of kshs 3 million paid by the plaintiff was used to pay to clear the arrears of rates. From the foregoing I find that the 1st defendant authorized the sale of the suit property. It appears she changed her mind by asking for the extra kshs 1 million and the plaintiff could not pay.
59. Having considered the above, I find that the transfer in favour of the plaintiff was lawful. The plaintiff had already deposited the balance of kshs 10 million with his advocates for onward transmission to the 1st defendant’s advocates. He was ready and willing to complete the transaction until the 1st defendant told him not to release the monies to her lawyer M/S Njongoro Advocates. I find that the plaintiff fulfilled all his obligations under the contract.
60. When he was cross examined DW3 maintained that he had been authorized by the 1st defendant to sell the suit property. The instructions were verbal. This court is persuaded that this was the position



as the advocate had acted for the 1st defendant in the succession cause and even procured the title in her name. He told the court that consent was not necessary as the suit property was not subject to the Land Control Act.

61. I find that the plaintiff met all his obligations in the agreement and he is entitled to the reliefs sought.

62. The plaintiff is the registered owner of the suit property. Section 26(1) of the Land Registration Act, 2012 provides that:-

“(1) The certificate of title issued by the registrar upon registration, or to a purchaser of land upon a transfer or transmission by the proprietor shall be taken by all courts as prima facie evidence that the person named as proprietor of the land is the absolute and indefeasible owner, subject to the encumbrances, easements, restrictions and conditions contained or endorsed in the certificate, and the title of that proprietor shall not be subject to challenge, except—

- a) on the ground of fraud or misrepresentation to which the person is proved to be a party; or
- b) where the certificate of title has been acquired illegally, unprocedurally or through a corrupt scheme”.

It was incumbent upon the 1st defendant to prove that the plaintiff had acquired the title fraudulently. No evidence was adduced by the 1st defendant to this effect.

63. The 1st defendant (DW1) did not deny that DW2 was her agent for purposes of this transaction. DW2’s evidence is believable. The correspondences produced by DW3 show that the 1st defendant was kept aware of the progress of the transaction. She was also in communication with plaintiff and had assured him (plaintiff) through email that the transaction would proceed.

64. In my view, the DW2 and the 2nd defendant did not depart from their instructions and as such, the 1st defendant is in breach and she ought to complete the transaction. In Jeremiah Njoroge Njuguna v Clement Ndichu Kimani & 4 others [2018] eKLR, the court stated , “the plaintiff has not tabled anything to show that the agent departed from what they had agreed and acted contrary to instructions. A written authority outlining the scope of the agency needed to be produced in this instance and none was produced. But most importantly, and I hope to be forgiven for repeating this, no evidence of any forged documents or absence of documents was ever produced. I am therefore unable to come to the conclusion that the titles of the defendants are not good titles.”

65. The 1st defendant has failed to demonstrate the particulars of fraud set out against the plaintiff in the counterclaim. She ought to accept the balance of the purchase price so that this matter can come to conclusion. In essence the 1st defendant’s counterclaim is found to be without merit and it is dismissed.

66. As regards the 2nd defendant in his testimony, he was able to state what he did with the deposit of kshs 3 million. What he did not do was to provide documents. I find that he needs to render an account of the kshs 3 million that was deposited in his account.

67. In conclusion, I find that the plaintiff has proved his case on a balance of probabilities as against the defendants.



68. Accordingly, judgment is entered from the plaintiff as against the defendants jointly and severally in the following terms:-

- a) That the 1st defendant is hereby ordered to honour the terms of the sale agreement dated June 18, 2012 between the plaintiff and the 1st defendant.
- b) That the 1st defendant is hereby ordered to render details of her account and/or her advocate of choice to enable the plaintiff pay the balance of the purchase price as stipulated in the sale agreement dated June 18, 2012 between the plaintiff and the 1st defendant.
- c) That upon the payment of the balance of the purchase price aforesaid within sixty (60) days from the date of this judgment the plaintiff do take possession of Nairobi/block 110/237 whose title was duly registered in his favour on June 29, 2012.
- d) That the 2nd defendant do render an account on the entire sale transaction herein involving the plaintiff and the 1st defendant.
- e) Costs of the suit and interest.

It is so ordered.

DATED, SIGNED AND DELIVERED IN NAIROBI ON THIS 30TH DAY OF SEPTEMBER 2022.

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L. KOMINGOI

JUDGE

In the presence of:-

Mr. Kulecho advocate for the Plaintiff

Mr. Momanyi for Mr. Omwenga advocate for the 1st Defendant

Mr. Kingara advocate for the 2nd Defendant

Steve - Court Assistant

