



Al-Kheyer Properties Limited v Attorney General (Sued for and on behalf of the Kenya Air force, Department of Defence) & 5 others (Environment & Land Case 427 of 2010) [2022] KEELC 13610 (KLR) (13 October 2022) (Judgment)

Neutral citation: [2022] KEELC 13610 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT NAIROBI
ENVIRONMENT & LAND CASE 427 OF 2010
EK WABWOTO, J
OCTOBER 13, 2022**

BETWEEN

AL-KHEYER PROPERTIES LIMITED PLAINTIFF

AND

ATTORNEY GENERAL (SUED FOR AND ON BEHALF OF THE KENYA AIR FORCE, DEPARTMENT OF DEFENCE) 1ST DEFENDANT

COMMISSIONER OF LANDS 2ND DEFENDANT

ESTENJER INDUSTRIES LIMITED 3RD DEFENDANT

ESTHER KAHONGE KINORU (BEING SUED AS THE PERSONAL REPRESENTATIVE OF JOSEPH KAHONGE KINORU'S ESTATE) 4TH DEFENDANT

CHIEF LAND REGISTRAR 5TH DEFENDANT

NATIONAL LAND COMMISSION 6TH DEFENDANT

JUDGMENT

1. Al-Kheyer Properties Limited, the Plaintiff herein commenced this suit by way of a plaint dated September 10, 2010 which was first amended vide amended plaint dated July 1, 2013 and later amended on December 21, 2017.
2. In the further Amended Plaint dated December 21, 2017, the Plaintiff sought for the following reliefs:
 - a. A declaration that the Plaintiff is the legal owner of LR No 209/13934.
 - b. A declaration that the 1st defendant is a trespasser onto LR No 209/13934



- c. A declaration that the 1st defendant has no interest whatsoever in law or equity over LR No 209/13934.
- d. Special damages against the 1st defendant for Kshs 18,000,000/- for the construction materials and equipment confiscated and destroyed by its agents.
- e. An order for aggravated damages against the 1st defendant for trespass onto LR No 209/13934.
- f. A permanent injunction preventing the defendants or any other person from interfering with the Plaintiff's titles to the said parcels of land or otherwise from quiet enjoyment and possession of suit properties.
- g. An order directing the 5th Defendant to restore and reinstate the Plaintiff as the registered owner or property of LR No 209/13934

In the alternative to prayers (a) (b) and (c) above:

- h. A declaration that the suit property has been compulsorily acquired by the 1st and 2nd defendants jointly and severally and judgment be entered for the Plaintiff for a sum of Kshs 130,000,000/= as compensation.
 - i. Judgment against the 2nd, 3rd and 4th defendants Esther Kahonge Kinoru (being sued as the personal representative of Joseph Kahonge Kinoru's estate) jointly and severally for Kshs 97,000,000/-
 - j. Judgment against the 2nd, 3rd and 4th defendants Esther Kahonge Kinoru (being sued as the personal representative of Joseph Kahonge Kinoru's estate) jointly and severally for Kshs 9.8 million being stamp duty (Kshs 2.8 Million) and legal fees (Kshs 7 million) incurred by the Plaintiff.
 - k. Interest on (d) (e) and (f) and (h) at commercial rates from the date of filing suit until payment in full.
 - l. Costs of the suit.
3. Upon being served with the Plaintiff's pleadings, the 1st, 2nd and 5th Defendant filed response to the suit vide the following set of pleadings:-
- i. 1st and 2nd Defendants statement of Defence dated May 4, 2011
 - ii. 1st Defendant witness statement of Major Noor Bett dated May 21, 2013.
 - iii. 1st and 2nd Defendant's list and bundle of documents dated July 7, 2017.
 - iv. 1st and 2nd Defendant's Supplementary list and bundle of documents dated November 22, 2017
 - v. 1st, 2nd and 5th Defendants list of witnesses dated November 28, 2018.
 - vi. The witness statement of Gordon Odeka Ochieng dated November 28, 2018.
 - vii. The 1st, 2nd and 5th Defendants further list of documents dated November 28, 2018.

The Plaintiff's case

- 4. The case of the Plaintiff is contained in the Plaintiff's further amended plaint dated December 21, 2017, the witness statements of Abdiweli M Hassan, Ali Mohamed Salat, Ahmed Hassan Abdi all



dated December 21, 2017, list of documents dated May 3, 2017 and Plaintiff's further list of documents dated December 21, 2017.

5. The Plaintiff contends that vide an agreement dated October 7, 2008, the 3rd Defendant sold to the Plaintiff the property known as LR No 209/13934 located in Eastleigh for a sum of Kshs 70,000,000/-. The Plaintiff did due diligence including carrying out an official search from the 2nd Defendant which confirmed that the property was owed by the 3rd Defendant before proceeding to pay the entire purchase price.
6. It was also the Plaintiff's case that after the payment of the purchase price, a transfer was effected to its name and again another search was conducted which confirmed that indeed the property was now duly registered in the names of the Plaintiff.
7. The Plaintiff further contended that on October 2, 2009, the 1st Defendant's agents who are military personnel and who were fully armed, without any colour of right, justification, or any reason whether legal or equitable stormed and or moved onto the suit property and beat up all the Plaintiff's contractor and its employees and threatened them with fatal consequences if they ever returned to the site. In the cause of the said illegal act, the Plaintiff's machinery and equipment were also carried away without any lawful justification.
8. The Plaintiff averred that the 1st Defendant also proceeded to erect a perimeter fence around the suit property on or about 6th September 2010 effectively annexing the suit property and compulsory acquiring the same. As a result of the said action, the Plaintiff was unable to construct 200 apartments estimated to costs Kshs 360,000,000/- which the Plaintiff now seeks compensation at market value.
9. In respect to the 3rd Defendant, the Plaintiff claims fraudulent misrepresentation to the effect that the 3rd Defendant had a valid title to the suit property.
10. The Plaintiff's claim against the 5th Defendant lies on the irregular, unlawful and unprocedural revocation of the Plaintiff's title and the 6th Defendant claim lies on its failure to inform the Plaintiff that its suit property shall be compulsorily acquired by the 1st Defendant and failure to take appropriate steps to correct the irregularities if any of acquiring the suit property that was subject of challenge.
11. During the hearing of the case on November 30, 2021, the Plaintiff called three witnesses who testified on its behalf. These were Abdiweli Mohamed Hassan as PW1, Ali Mohamed Salat as PW2 and Lee Mwangi as PW3. All the witnesses relied on their witnesses' statements and the Plaintiff's documents that were on record during their evidence in chief.
12. On cross-examination of PW1, he stated that currently he was the sole director of the Plaintiff company and that the company was started in the year 2008. He also stated that he did a search before purchasing the property. He also stated that he paid Kshs 2,800,000/- as stamp duty which he was also seeking for its refund. He admitted that no developments had been undertaken on the suit property but he had already obtained the necessary approvals.
13. In re-examination by the Plaintiff's Advocate, he reiterated that the property was not in a protected area and neither was he given any notice nor was he aware of its intended acquisition.
14. Ali Mohamed Salat testified as PW2. He relied on his witness statement on record as his evidence in chief and stated that he was on the suit property undertaking construction work when the officers of the 1st Defendant directed them to stop any works. He also stated that they were arrested and their machinery was carried away of the fateful day. It was his testimony that he was assaulted in the course of the arrest but later released. He further stated that after his release, he reported the incident at Pangani Police Station.



15. On cross-examination, he stated that, he did not have any photos since he was not allowed to take any. He also stated that he did not know the names of the officers who arrested them neither did he establish their service numbers. He also stated that he did not have any P3 form in court.
16. Lee Mwangi testified as PW3. He stated that he was a registered valuer and was instructed by the Plaintiff to inspect the property and do a valuation report. The same was done on December 8, 2020 and the valuation report was produced as Plaintiff's Exhibit No 2
17. On cross-examination, he stated that he first valued the property in 2017 and that though he visited the property, he was not able to view it since it had been secured with a perimeter wall. He also conceded that the Plaintiff did not avail him any approved development plans and that he had to qualify his report based on the information that he had. He also stated that based on the information he had, he returned a valuation of Kshs 860,000,000/- based on various factors.

The case of the 1st, 2nd and 5th Defendants.

18. The case of the 1st, 2nd and 5th Defendant is contained in the 1st and 2nd Defendants statement of defence dated May 4, 2011, witness statements dated May 21, 2013, November 28, 2018 and list and bundle of documents dated July 7, 2017 and supplementary bundle dated November 22, 2017.
19. During the hearing of the Defence case on February 7, 2022 and May 30, 2022 two witnesses testified on behalf of the 1st, 2nd and 5th Defendants. Major Noor Bett testified as DW1 and Gordon Ochieng as DW2.
20. It was the 1st, 2nd and 5th Defendants case that the suit property falls within a protected area as prescribed in Legal Notice No 309 of May 27, 1961. It was also contended that the original boundaries of Moi Airbase Eastleigh were delineated by a 1940 survey Cadastral Survey Plan F/R36/3 and further surveys contained in Cadastral Survey Plan F/R 329/5 and F/R 329/23.
21. It was contended that as at the time of issuance of the letter of allotment to Kikabi Limited which was the entity that had applied for allocation, the suit property was already under use by Ministry of water although it formed part of the Moir Airbase.
22. Major Noor Bett who testified as DW1 and stated that he was the Moi Air Base Intelligence Officer on the day the Plaintiff's workers were told to leave the suit property. It was his testimony that no machinery belonging to the Plaintiff was taken away. He also stated that the area remains a protected area to date.
23. On cross-examination, he stated that the construction that was being undertaken by the Plaintiff had not been approved by Moi Airbase. He also stated that the purported allotment to one Joseph Kahonge was issued illegally since the suit property falls within the Moi Airbase Protected area.
24. Gordon Ochieng testified as DW2 and stated that he was the Director Land Administration and Physical Planning. He also stated that he did not see any allotment letter issued to the 3rd Defendant. He further stated that no approval had been issued to the Plaintiff to undertake any development in the suit property.
25. On cross-examination, he stated that the title that was issued to the Plaintiff emanated from their office together with the search that was in possession of the Plaintiff.



The case of the 3rd and 4th Defendant.

26. The 3rd and 4th Defendants filed a further amended defence dated June 24, 2018. They averred that the invasion of the suit property by agents of the Department of Defence on October 2, 2010 was unlawful. They also averred that they obtained the suit property lawfully and passed a good title to the Plaintiff. They denied any acts of fraud and misrepresentation in respect to acquisition and transfer of the suit property. In their defence, they prayed for dismissal of the Plaintiff's claim for compensation as against them and further prayed for an order that a declaration be made that the 3rd Defendant passed a good title to the Plaintiff. However, during the hearing of the suit, they did not call any witness to testify on their behalf neither did they participate in the said proceedings. It is also worth noting that following the death of the 4th Defendant, the suit against 4th Defendant was marked as abated on January 18, 2021.

The case of the 6th Defendant.

27. The 6th Defendant filed a statement of Defence dated February 26, 2019. They averred that the suit property had been set aside for use by the Ministry of Water for the purposes of setting up a National Water Laboratory. They also averred that the Ministry of Water gave consent to the commissioner of Lands to allocate the land to private individuals and it was on this basis that the letters of allotment were issued to both M/s Kikabi Limited and Joseph Kahonye. They equally prayed for dismissal of the Plaintiffs suit. However, during trial, they closed their case without calling any witness to testify on their behalf.

Submissions of the parties.

28. Following the close of the parties respective cases, all parties were directed to file and exchange their written submissions. The Plaintiff filed their submissions dated July 22, 2022 while the 1st, 2nd and 5th Defendants filed their written submissions dated September 30, 2022. No submissions were received from the 3rd and 6th Defendants. However, the court is still obligated to consider their pleadings and evidence tendered in delivering its judgment herein.

The Plaintiff's submissions.

29. The Plaintiff's submissions are dated July 22, 2022 and were filed by M/s AhmednasIr Abdullahi Advocates LLP. Counsel outlined the following four issues for determination.
- i. Whether the Plaintiff is the lawful proprietor of the suit property.
 - ii. Whether the Plaintiff is the bona fide purchaser for value.
 - iii. Whether the 1st Defendant's actions amount to defacto compulsory acquisition.
 - iv. Whether the Plaintiff is entitled to compensation.
30. On the first issue Counsel made reference to Section 26 of the *Land Registration Act*, 2012 and Article 40 (1) of the *Constitution* together with the cases of *Rutongot Farm Ltd v Kenya Forest Service & 3 others* (2018) eKLR, *Joseph NK Arap Ng'ok v Moiyo Ole Keiwua & 4 others* (1997), *Moya Drift Farm Limited v Theuri* (1973) EA 114, *Gitway Investment Limited v Tajmal Limited & 3 others* (2006), *VeKariya Investment Limited v Kenya Airports Authority & 2 others* (2014) eKLR, *Alice Chemutai Too v Nickson Kipkurui Korir & 2 others* (2015) eKLR and *Propwa Company Limited v Justus Nyamo Gatondo*.
31. Counsel submitted that based on the above cited cases and provisions of statute, the Plaintiff had demonstrated that it is the lawful proprietor of the suit and urged the court to so hold.



32. On whether the Plaintiff was a bonafide purchaser for value, Counsel submitted that the Plaintiff was indeed an innocent purchaser for value without notice when it purchased the said property. Counsel relied on the cases of *Moses Parantai & Peris Wanjiku Mukuru (suing as the legal representatives of the estate of Sospter Mukuru) v Stephen Njoroge Macharia* (2020), *Katende v Haridar & Company Limited* (2008) 2 EA 173, *Flemish Investments Limited v Town Council of Mariakani* CA No 30 of 2015 and *Eunice Grace Njambi Kamal & Another v The Hon Attorney General & 5 others* Civil Suit No 976 of 2012.
33. On whether the 1st Defendant actions amounted to defacto compulsory acquisition, Counsel argued that the 1st Defendant's action of trespassing onto the Plaintiff's land and proceeding to erect a fence was unlawful and illegal as it amounted to compulsory acquisition and deprivation of the Plaintiff's property of which the Plaintiff was entitled to compensation under Article 40(3) of the *Constitution*.
34. On the issue of compensation, Counsel argued that the Plaintiff acquired the title to the suit property lawfully and that the actions of the 1st Defendant should not be sanctioned by this court and therefore the Plaintiff should be compensated.

The submissions of the 1st, 2nd and 5th Defendants' submissions.

35. The 1st, 2nd and 5th Defendant filed submissions dated September 30, 2022. Counsel framed two issues for determination: -
- i. Whether the Defendant lawfully acquired the suit property (sic)
 - ii. Whether the defendant is entitled to compensation (sic)
36. Counsel argued that the 3rd and 4th Defendant's did not acquire the title to the land lawfully. There was no evidence of any part development plan having been proposed in support of the 3rd and 4th Defendants title. Counsel cited the case of *Moses Oketch Owour & Another v Attorney General & Another* (2017) eKLR where the court held: -
- “It is trite law that under the repealed Government Lands Act, a part development plan must be drawn and approved by the Commissioner of Lands or the Minister for Lands before any un-alienated Government Land could be allocated. After a Part Development Plan (PDP) has been drawn a letter of allotment based on the approved PDP is then issued to the allottees.”
37. It was also submitted that the Plaintiff can't claim indefeasibility of the title even where the irregularity is not as a result of their doing. The mere existence of irregularity or illegality is sufficient to have the title questioned. Counsel cited the case of *Henry Muthee Kathima v Commissioner of Lands & Another* (2015) ekr, *Red Cliff Holdings Limited v Registrar of Titles & 2 others* (2017) eKLR, *Moses Lutemia Washialia v Zephaniah Ngaira Angweye & Another* (2018) eKLR, *Kenya National Highway Authority v Shalien Maswd Mughal & 5 others* (2017) eKLR and *Funzi Island Development Limited & 2 others v County Council of Kwale & 2 others* eKLR.
38. Counsel also submitted that the Plaintiff does not deserve any compensation since it did not conduct due diligence prior to acquiring the land. It was argued that the suit property is still being used for public purposes and it should remain as such. Counsel also reiterated in his submissions that owing to the evidence that had been tendered, the suit property had been a public utility from April 12, 1940 and subsequently its gazettelement in 1949 under the Protected Areas Ordinance 1949 as a protected area owned by the Royal Airforce. Several authorities which the court has considered were cited to



support this position. The 1st, 2nd and 5th Defendants concluded their submissions by reiterating that the suit property is a public utility and its alleged acquisition by the Plaintiff and 3rd and 4th Defendant was illegal and against public interest.

The submissions by the 3rd and 6th Defendants.

39. The 3rd and 6th Defendants never filed any submissions despite being given an opportunity to do so.

Analysis of the issues arising and determination.

40. I have considered the pleadings, the evidence adduced by the parties in support of their respective cases and in my view the issues arising for determination are the following.

- i. Whether the Plaintiff is the lawful proprietor of the suit property.
- ii. Whether the 1st Defendant's actions amounted to defacto compulsory acquisition of the land.
- iii. What are the appropriate reliefs to issue herein.

41. It was the Plaintiff's case that the suit property was acquired lawfully after doing due diligence and that the Plaintiff was an innocent purchaser for value without notice. The evidence on record shows that the Plaintiff acquired the suit property from the 3rd Defendant pursuant to sale agreement dated October 7, 2008 for a consideration of Ksh 70,000,000/- The Plaintiff's witness Abdiweli M Hassan who testified as PW1 stated how he conducted due diligence before the same was purchased. The 1st, 2nd and 5th Defendants on the other hand maintained that the suit property was part of Kenya Air Force Aero Dome, a protected area, Gazetted as such vide Legal Notice No 309 of 1961 pursuant to the provisions of Section 3 of the *Protected Act*, Chapter 204 of the Laws of Kenya.

42. The definition of a bona fide purchaser is one who genuinely intends to purchase the property offered for sale and does not intend to acquire it wrongly. A bona fide purchaser may successfully rely on the bona fide doctrine if he proves that:

- i. He holds a certificate of Title.
- ii. He purchased the Property in good faith;
- iii. He had no knowledge of the fraud;
- iv. The vendors had apparent valid title;
- v. He purchased without notice of any fraud;
- vi. He was not party to any fraud.

43. The Court of Appeal in *Munyu Maina v Hiram Gathiba Maina* [2013] eKLR emphasized the duty of the holder of an impugned title in a claim such as the present one in the following words:

“We state that when a registered proprietors' root of title is under challenge, it is not sufficient to dangle the instrument of title as proof of ownership. It is this instrument of title that is in challenge and the registered proprietor must go beyond the instrument and prove the legality of how he acquired the title and show that the acquisition was legal, formal and free from any encumbrances, including any and all interests which need not be noted on the register”



44. For a party to successful plead and claim to have been an innocent purchaser for value, he or she must demonstrate the aforementioned factors. In the instance case, the suit property herein had already been set aside for use as part of Kenya Air Force Aero Dome, a protected area, Gazetted as such vide Legal Notice No 309 of 1961 pursuant to the provisions of Section 3 of the protected Act, Chapter 204 of the Laws of Kenya. The Plaintiff did not adduce any evidence to controvert this position. As such the 3rd Defendant being the vendor at the time that the Plaintiff purchased the suit property had no valid title to pass the same to the Plaintiff. The land was therefore not available for allocation or sale to any other person.
45. In view of the foregoing this court finds that the Plaintiff did not acquire the suit property lawfully on the pretext of being a bonafide purchaser for value. The sale started on a wrong footing, having been premised on the 3rd defendants title which this court has found was illegal. As long as the 3rd defendants title was bad there cannot have been a valid transfer of the property to the Plaintiff. A nullity is a nullity; it cannot be salvaged not even on the basis of indefeasibility. Such was the position taken by Lord Denning in Macfoy v United Africa Limited (1961) ALL FR 1169 and which has been adopted in many instances in our courts. In Athi Highway Developers v West End Butchery & 6 Others (2015) eKLR the court of appeal held that the transfer of title by a vendor possessing a fake/fraudulent title cannot pass good title. It was stated thus; -
- ‘It is our finding that as between West End and Arthi, no valid title passed and the one exhibited by Arthi before the trial court was an irredeemable fake. It follows that Arthi had no Title to pass to subsequent purchasers, and therefore KMAH, Yamin and Gachoni cannot purport to have purchased the disputed land or portions thereof.’
46. The Plaintiff relied extensively on the provisions of Section 26 of the Land Registration Act, No 3 of 2012 which embodied the principle and doctrine of indefeasibility of title as established under the Torrens System of Registration. The doctrine is to the effect that the title of a registered proprietor remains indefeasible unless it is shown the title was obtained through fraud or misrepresentation to which the title holder is proved to have been a party to. It was submitted that the Plaintiff being an innocent purchaser the penalties attached to the guilt of the vendors should not be visited upon it and that in Kenya once a party produces a title it is prima facie proof they are owners of the said property. Section 26 (1) of the Land Registration Act provides:-
- “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 on the ground of fraud or misrepresentation to which the person is proved to be a party; or Where the certificate of title has been acquired illegally, unprocedurally or through a corrupt scheme”
47. In the instant case, having established that the 3rd Defendant had no good title to pass to the Plaintiff, it therefore follows that the Plaintiff’s reliance on Section 26 of the Land Registration Act cannot be its saving grace.
48. It was also submitted that the Plaintiff did due diligence and had obtained a search prior and after purchasing the property. On this issue, I wish to state the following, that a search on any title at the land registry is very important before one can act on it. The search indicates the owner(s) of a particular property and any encumbrances or other relevant entries registered against that land. Once a search



is issued by the Lands Office, it should be conclusive evidence of proprietorship in light of the fact that our title registration system is based on the Torrens System of registration. However, based on the inherent danger of the search system which is based on the Torrens System of registration, it is necessary for one to take further steps to ascertain the authenticity of the search and ownership of the land. If the Plaintiff had bothered to delve into the history of the title, it would have discovered that the property was part of the Moi Air base and hence was not available for sale. The Plaintiff should have gone a step further to ascertain the true status of the title to the land in question.

49. Having considered the evidence adduced herein, it is the courts finding that the Plaintiff did not lawfully acquire the suit property and cannot have been its lawful proprietor.
50. The Plaintiff sought for some main reliefs together with the following alternative prayers; A declaration that the suit property has been compulsorily acquired by the 1st and 2nd defendants jointly and severally and judgment be entered for the Plaintiff for a sum of Kshs 130,000,000/= as compensation, Judgment against the 2nd, 3rd and 4th defendants Esther Kahonge Kinoru (being sued as the personal representative of Joseph Kahonge Kinoru's estate) jointly and severally for Kshs 97,000,000/-, Judgment against the 2nd, 3rd and 4th defendants Esther Kahonge Kinoru (being sued as the personal representative of Joseph Kahonge Kinoru's estate) jointly and severally for Kshs 9.8 million being stamp duty (Kshs 2.8 Million) and legal fees (Kshs 7 million) incurred by the Plaintiff, Interest at commercial rates from the date of filing suit until payment in full and costs of the suit.
51. Having carefully considered the evidence herein and further owing to the analysis of the issues herein, the Plaintiff's suit succeeds in the alternative prayers sought and in circumstances it is also entitled to refund of the purchase price and the other related expenses. However, the Plaintiff's claim fails against the 1st, 2nd, 5th and 6th Defendants and to that extent it stands dismissed as against those parties.
52. On the issue of costs, the 3rd Defendant is liable to bear the costs of the suit.

Final orders

53. In conclusion, the court makes the following disposal orders in respect to the Plaintiff's suit: -
 - a. Judgment against the 3rd defendant for Kshs 70,000,000/-
 - b. Judgment against the 3rd Defendant for Kshs 9.8 million being stamp duty (Kshs 2.8 Million) and legal fees (Kshs 7 million) incurred by the Plaintiff.
 - c. Interest on (a) and (b) at court rates from the date of filing the suit until payment in full.
 - d. The Plaintiff's claim against the 1st, 2nd, 5th and 6th Defendants is dismissed.
 - e. The 3rd Defendant shall bear the costs of the suit.

Judgment accordingly.

DATED, SIGNED AND DELIVERED VIRTUALLY AT NAIROBI THIS 13TH DAY OF OCTOBER 2022

E.K. WABWOTO

JUDGE

In the Presence of: -

Mr. Cohen Amanywa for the Plaintiff.

Mr. Allan Kamau for the 1st, 2nd and 5th Defendant.



Mr. Onyango for the 3rd Defendant.

N/A for the 6th Defendant.

Court Assistant; Caroline Nafuna.

E.K. WABWOTO

JUDGE

