Bore v Chebet (Environment & Land Case 221 of 2014)
[2022] KEELC 15062 (KLR) (23 November 2022) (Ruling)

Neutral citation: [2022] KEELC 15062 (KLR)

REPUBLIC OF KENYA

IN THE ENVIRONMENT AND LAND COURT AT NAKURU

ENVIRONMENT & LAND CASE 221 OF 2014

FM NJOROGE, J

NOVEMBER 23, 2022

BETWEEN

KIPROTICH BORE ..... PLAINTIFF

AND

NANCY CHEBET ..... DEFENDANT

RULING

1. The defendant filed an application dated May 25, 2022 seeking the following order:

    1. That the Originating Summons dated July 25, 2014 and this entire suit be struck out and/or dismissed, with costs to the Defendant.

2. The applicant alleged that the instant suit is res judicata. She states that there exists a valid judgment over the suit land; that she owns the suit land; that the dispute over the suit land has been adjudicated upon in various courts and in other proceedings including: Molo SRMCC No 3 of 1993 Joseph Tuei Koech & Joel Kiprono Mibei Vs Kiprotich Bore; Nakuru HCCA No 105 of 1996 –Kiprotich Bore Vs Joseph Tuei Koech & Joel Kiprono Mibei; Olenguruone Land Disputes Tribunal Claim No 259 of 2007 Kiprotich Bore Vs Nancy Chebet; Molo PMCC Land Dispute No 33 of 2008 –Kiprotich Bore Vs Nancy Chebet; Committee Appeal No PLDA No 48 of 2008 – Nancy Chebet Vs Kiprotich Bore and the Rift Valley Provincial Land Disputes Appeals. The applicant avers that the plaintiff cannot be permitted to agitate the doctrine of adverse possession because between 1994 and 2014, the latter being the year of institution of the current suit, the dispute was in active litigation in the courts and tribunals.

3. The defendant/applicant also filed a notice of preliminary objection as follows:

    1. This court has no jurisdiction to entertain or try this suit.

    2. This suit is res judicata, the matter having been heard and finally determined in Molo Land Disputes Tribunal Case No 259 of 2009, Molo Principal Magistrate's Court Civil Case No 3

of 1993, and Nakuru High Court Civil Appeal No 105 of 1996- as well pleaded by the plaintiff herein.

3. There exists a valid final judgment and decree over the subject matter herein, in the said Molo Principal Magistrate's Court Civil Case No 3 of 1993. This suit is hence moot, overtaken by events, and is an exercise in futility.

4. This suit is bad in law, inept, fatally incompetent, unsustainable, scandalous, vexatious, oppressive, an abuse of court process, and is null and void ab initio.

5. A judgment and decree of one court and/or the execution thereof cannot in law be challenged by lodging a fresh suit over the same subject matter. There cannot in law be parallel litigation and/or parallel judgments over the same subject matter.

4. In addition, the respondent filed his sworn replying affidavit dated July 1, 2022 in which he alleged that the application is supported by the affidavit of a stranger to the instant suit as he is not the plaintiff and so he lacks locus and that the application is fatally defective for that reason; he cites the case of *PMM Private Safaris V Kevin Ijatia 2006 eKLR*. He also alleged that the annextures to the supporting affidavit to the notice of motion for dismissal were forged in order to give this court the impression that the plaintiff in Molo Principal Magistrate's Court Case was substituted with the deponent. He denies that the suit is res judicata giving the following reasons: the Molo suit was between Joseph Tuei Koech and Kiprotich Bore; that Appeal No 105 of 1996 was dismissed for want of prosecution and, in any event, it involved the respondent herein and Joel Kiprono Mibei; that the Land Disputes Tribunals lacked jurisdiction with regard to land ownership disputes yet the dispute herein has always been about land ownership; that the present suit is premised on the doctrine of adverse possession; that the suit is also premised on an undertaking between the respondent and Joseph Tuei Koech under which Joseph offered the respondent 1.5 acres of land out of LR Number Nakuru Olenguruone / Amalo /8 which was subsequently registered in the present applicant's name; that that undertaking was birthed by an earlier undertaking by Joseph offering the respondent 2 acres of land out of LR Number Nakuru Olenguruone /Amalo /8; that the present suit is also premised on the doctrine of trusts; that the doctrine of adverse possession and trusts was not one of the issues in the previous suits; that in any event the subject matter of the previous suits was LR Number Nakuru Olenguruone /Amalo /8 while the subject matter of the current suit is LR Number Nakuru Olenguruone /Amalo /853 and they are therefore different subject matters; that in any event the decree in the Molo suit, having been issued in 1995 and the appeal preferred thereto having been dismissed in the year 2012, has since abated; that there was a compromise between the parties in the Civil Appeal No 105 Of 1996 which cannot be overturned by the dismissal of the appeal. To place the present application and objections into proper perspective, I will briefly retrace the history of the present dispute.

5. The history of the present suit in so far as can be deciphered from the pleadings of the respondent herein is as follows: that his mother owned the land and the respondent was born thereon in 1955; that the respondent has lived thereon continuously; that his father died and was buried on the land; that when his mother decided to sell part of the land, the respondent consented on condition that the portion he was using would not be included in the sale; that subsequently, the portion was clearly demarcated from the land his mother sold to one Kaugi and the respondent emphasized the boundary by planting trees along the demarcated boundary line; that despite those events, the title to the respondent's parcel and the sold parcel was inadvertently issued as one title, being LR Number Nakuru Olenguruone /Amalo /8; that the purchaser agreed to apply for the land control board consent to transfer the respondent's portion to him; that however the said purchaser sold and transferred the entire land to Joseph Tuei Koech; that Joseph took possession of the portion owned by the person who sold to him and never interfered with the respondent's portion and the respondent even interred the

remains of his mother thereon without demur on Joseph's part; that when the respondent demanded his portion from Joseph , the latter sued him in the Molo Magistrate's Case cited herein before; that the eviction of the respondent was ordered in that case in 1995; that however the decree in that judgment has never been executed to date and the respondent is still in possession of the suit land; that though the respondent filed an appeal, the entire land parcel LR Number Nakuru Olenguruone /Amalo /8 was transferred to Joel Kiprono Mibei during the pendency of that appeal; that in 1997, the three gentlemen involved in this dispute compromised the dispute by agreeing that the appeal be abandoned and 1.5 acres out of LR Number Nakuru Olenguruone /Amalo /8 be transferred to the respondent. This court cannot tell from the documents at hand if that compromise was registered and confirmed by court in the Appeal Court record. However, instead of abiding by the undertaking or compromise agreement, Joel Kiprono Mibei excised the respondent's portion and transferred it to his wife Nancy Chebet who is the defendant in the present suit; that that parcel so excised was then baptized LR Number Nakuru Olenguruone /Amalo /853; the appeal was later dismissed for want of prosecution in 2011; that the respondent then lodged a claim before the land disputes tribunal no 259 of 2007 against the said Nancy Chebet and the award was in his favour; that from the foregoing it is clear that Joel Kiprono Mibei transferred the respondent's portion to the said Nancy Chebet with the intention to dispossess the respondent of his land. The respondent avers that he inherited the suit land from his mother, that he has been in uninterrupted possession thereof since birth, and that the title should 'revert' to him.

6. On his part, Joel Kiprono Mibei, the applicant's husband has given the following narrative: that Justus Kaugi bought the land then known as plot 187 from Chelangat, wife of Kaptarkwen for Kshs 9,000/ = and the latter vacated to other premises across the road; according to his story, the respondent was resident on the sold land together with his family; this is because, he explains, in 1984 the respondent 'moved back' to plot 187. Justus Kaugi sold the said parcel of land to Joseph Koech (whom this court believes is the Joseph Tuei Koech mentioned by the respondent) and himself and transfer was effected in 1994 and a title deed issued to Joseph Kiprono where upon the respondent, after seeking a grace period, was given 3 months to vacate which he did not do. Thereafter in 1993 a suit was filed in the name of Joseph Koech (who is purported to have acted on Joel's behalf) being Molo Civil Suit No 3/1993 which terminated with an eviction order of the respondent and which he appealed against in HCCA 105/1996 which appeal was dismissed for want of prosecution in 2012; execution of the decree is said to have been hampered by stay of execution orders in the Molo suit and therefore the respondent could not be evicted; Joel states that in 2007 the land was subdivided and one portion was registered in the name of the applicant herein Nancy Chebet. Consequently, he avers that the respondent has not had quiet possession of the suit land and that the applicant has been in possession.

Submissions

7. The defendant filed submissions on November 11, 2022 giving a background of the case and submitting that the affidavit in support of the application is competent despite being sworn by a person other than herself. She also maintained that the suit is res judicata; that time for adverse possession can only run from the date of issuance of title deed; that it is not true that court documents have been falsified by the defendant; that the unfiled undertaking in Nakuru HCCA 105/1996 did not involve the defendant and would not bind her or involve her in this suit; that the Land Disputes Tribunal had jurisdiction in the matter as it related to a claim to work and occupy land and trespass to land and that the application should for those reasons be granted.

8. In respect of the supporting affidavit, it is submitted that the deponent is the defendant's husband; is well versed with the facts of the case than the defendant; was party to all prior litigation relating to the suit land and that the application at hand is premised on a legal principle: res judicata. It was urged

that the deponent had already testified partially in the suit as DW1 and that he is the most competent person to depone to the facts. Order 19 Rule 3(1) and the case of *Walter Oneya & another Vs Jacquiline Anyango Ogude [2018] eKLR* are relied upon.

9. In respect of the res judicata doctrine, the defendant reiterated that the dispute between the plaintiff and the defendant either by herself or her predecessor in title (Joel Mibei) has been repeatedly litigated in the subordinate court which is evident in the pleadings and determinations exhibited in the affidavits; the judgment in Molo SRMCC No 3/1993 remains intact and the appeal against was dismissed for want of prosecution. Section 34(1) of the *Civil Procedure Act* was relied on for the proposition that it matters not in the present application that the decree in Molo SRMCC 3 of 1993 is time barred for the reason that it should be dealt with by the court executing the decree and not by a separate suit. Citing Section 7 of the *Civil Procedure Act* and *Kenya Commercial Bank Limited Vs Muiri Coffee Estates Limited & another [2016] eKLR*, *John Florence Maritime Services & another V Cabinet Secretary for Transport and Infrastructure & 3 other [2015] eKLR*, *Independent Electoral & Boundaries Commission V Maina Kiayi & 5 others [2017] eKLR*, the applicant emphasized on the rationale for the doctrine of res judicata as espoused by those decisions. She urged the existence of the lower court suit, the identity of the parties, the similarity of the matter in issue and the final determination thereof have been expressly pleaded by the plaintiff in the originating summons and the affidavit in support thereof.

10. It was urged that the plaintiff is not entitled in the circumstances above to move the court for a declaration of adverse possession having been a party to all the foregoing litigation as the ownership issue was under active litigation between 1993 and 2012 in the subordinate court and in the High Court on appeal; therefore, adverse possession and the doctrine of trust should have been if at all raised, litigated and determined in the previous suit which was not done and they are therefore excluded by explanation No 4 of Section 7 of the Civil Procedure. The case of *Kombe Vs Omar & 2 others [2003] 3 KLR (EP 391*) has been cited in support of that proposition with the rider that the plaintiff was at liberty to raise his claim even by way of defence, as sanctioned by (*Gulam Miriam Noordeen Vs Julius Charo Karisa [2015] eKLR*) in the previous suits.

11. Regarding the running of time for adverse possession, it is averred that it can only run from the date of issuance of the title deed and the same was issued on July 3, 2007 and only 7 years had lapsed from that date up to 2014 when this suit was filed and the adverse possession claim is for that reason premature and unsustainable. The cases of *Joseph Kimatu Ndolo V Alex Munguu Mweti [2022] eKLR* and *Violet Omusula Sikenyi V Vincent Kamari [2006] eKLR* were relied on for the proposition that time for adverse possession runs from the date of issuance of title deed. *Stephen Mwangi Gatunge V Edwin Onesmus Wanjau [2022] eKLR* was cited for the proposition that time for adverse possession would not run while there was ongoing litigation over the same subject matter.

12. Regarding the undertaking made in Nakuru HCCA No 105/1996, it was stated that it was not approved or adopted as an order of the court, it does not bear a court stamp and that the appeal was not compromised by the parties but dismissed by the court. It is therefore urged that the said undertaking not having involved the defendant, not having been signed or witnessed by an advocate is inauthentic and of no consequence.

13. Finally, the plaintiff's replying affidavit dated July 1, 2022 is faulted for the reason that it cites the court's decision and is more of a legal submission and it is urged that the court should strike it out.

The plaintiff's submissions

14. The plaintiff filed his submissions on November 10, 2022 stating that the applicant's application is fatally defective and must be struck out for the reason that the supporting affidavit thereto is sworn by a stranger to the proceedings, Joel Kiprono Mibei and the defendant's authority is not exhibited in the affidavit; on that ground it is urged that Joel lacks locus to swear the affidavit and the affidavit ought to be struck out. The plaintiff, noting that the defendant is described as unavailable raises the question as who instructed the filing of the present application and speculates that it was the deponent, Joel. He relies on the case of PMM Private Safaris V Kevin Ijatia [2006] eKLR for the proposition that the affidavit is invalid for the purposes of the application and that once it is struck out the application should also be dismissed.

15. Regarding the doctrine of res judicata, he cites the case of *Nicholas Njeru V The Attorney General & 8 others Civil Appeal No 110/2011 [2013] eKLR* for the objectives of the doctrine. Citing *Moses Mbatia V Joseph Wamburu Kihara [2021] eKLR* the plaintiff urges that the doctrine cannot be raised where facts are disputed or contested or are likely to be contested as facts are subject to proof by way of evidence yet in the present suit the issues have not been determined by a court of competent jurisdiction. The plaintiff avers as follows:The parties in ELC 1 of 2014 are Kiprotich Bore (plaintiff) V Nancy Mibei (defendant).The parties in Molo PMCC No 3 of 1993 were Joseph Tuei Koech (plaintiff) V Kiprotich Bore (defendant).The parties in HCCA 105/1996 were Kiprotich Bore V Joseph Tuei Koech and Joseph Kiprono Mibei (which appeal was dismissed for want of prosecution)

16. It is urged that Olenguruone Land Disputes Tribunal Claim No 259/2007 Kiprotich Bore V Nancy Chebet Molo PMCC Land Dispute No 33/2008 Kiprotich Bore V Nancy Chebet and Rift Valley Provincial Land Disputes Appeal's Committee Appeal No PLDA 42/2008 Nancy Chebet V Kiprotich Bore were conducted without jurisdiction to hear and determine the land dispute in question and the proceedings and findings thereon are null and void and distinguishable from the real issue in the present suit which has always been ownership of the suit land and LDTs lack jurisdiction over the issue. The case of Joseph Malakwen Lelei & another V Rift Valley Land Disputes Appeals Committee & 2 others is cited in this regard. It is stated that the plaintiff sued the defendant on the basis of adverse possession in the present suit and the cause of action is clearly that doctrine and the undertaking between the plaintiff and Joseph Tuei Koech for 1.5 acres which Joseph failed to transfer to the plaintiff. The plaint in Molo SRMCC 3/1993 is said to confirm the offer by Joseph to the plaintiff herein of 2 acres in 1992. It is stated that the issue of trust or adverse possession were not the subject of the previous suits as claimed by the applicant. It is also urged that whereas the previous suits dealt with Nakuru Olenguruone/Amalo/8, the subject matter of the present suit is Nakuru Olenguruone/Amalo/853 and is thus not the same parcel of land. It is also urged that the decree in the lower court case has since abated and the High Court Civil Appeal was compromised through an undertaking in the appeal and the subsequent dismissal of the appeal for want of prosecution cannot be deemed to have overturned that undertaking.

Determination

17. It is evident that the main issues that arise for determination in the instant application and the preliminary objection are as follows:

    a. Whether the application is fatally defective for being supported by an affidavit of a non-party to the suit;

b. Whether the deponent of the affidavit in support of the motion has demonstrated authority given to him by the applicant and the application is fatally defective if no authority is demonstrated to have been given by the defendant/applicant;

c. Whether this suit is res judicata;

d. Who should pay the costs of this application?

18. Regarding the first issue the respondent avers that the affidavit in support of the application is not sworn by a party to the suit. This court agrees that the affidavit has been sworn by one Joel Kiprono Mibei and that it is supposed to provide evidence for the application in which the applicant is the defendant.

19. The respondent poses the question as to who gave instructions to counsel to file the current application if as it is stated by the deponent the defendant is not available. He cites the case of PMM Safaris V Kevin Ijatia [2006] eKLR in support of the proposition that the impugned supporting affidavit ought to be struck out. In that case the court observed as follows concerning the supporting affidavit:

> ' The Supporting Affidavit, sworn by Philip Mwangi Munyua, a Director of the Applicant company reveals legal fallacies touching on the incompetent manner insurers handle claims against their insureds where counsel is actually appointed and paid by the insurer and for all practical purposes such an advocate is the insurer's lawyer – not lawyer for the insured/ Plaintiff/Respondent.
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> To that extent, the Supplementary Affidavit of Lydia W.' Gutu, filed on 24/03/06, is not truthful in that it is sworn on behalf of the applicant when in reality she is not the counsel for the applicant, but counsel for the insurer. The insurer is not a party to the proceedings herein. Hence, the Affidavit is sworn by a stranger to the proceedings both at this appellate level and at the subordinate court's level. The insurance sector clearly misleads the insured, to believe that he/it, the insured is represented by a counsel, which counsel is not answerable to the insured. That is exactly what happened in the instant case. The insured never knew what was going on until too late. Yet the counsel had communicated with her client – the insurer – not the insured/applicant herein.'

20. The court while disallowing the application in the PMM Safaris case (supra) finalized as follows:

> ' This court will not be party to such manipulation and/or distortion of both the law and the facts in a case like this. To grant such an application is tantamount to closing our eyes to the applicant being used to achieve the objectives of the insurer, who both in reality and admission from the correspondence with the insurer's Counsel, would be the actual appellants, not the applicant herein.'

21. The most pertinent provisions of law and practice relating to affidavits is that the deponent must at all times depone to matters within his knowledge, or where he relies on information and belief, the sources and grounds thereof respectively. In *Rossage – V – Rossage and Others [1960] 1 ALL ER 660* the court held that where the orders sought were to decide the rights of the parties, hearsay evidence would be inadmissible. The affidavit in support of such an application would then face greater scrutiny to avert the sneaking in of any hearsay evidence. I think that the mere fact that an affidavit is sworn by a non-party is not fatal to an interlocutory application as long as he has authority of a party to the suit to swear to matters that are within his knowledge and he is able to prove them. To that extent I agree with the

submissions of the applicant when she cites Order 19 Rule 3(1) and the case of Obonyo Walter Oneya & another Vs. Jacquiline Anyango Ogude [2018] eKLR where it was observed as follows by the court:

> ' In any case there is no law that provides that only co-litigants can swear affidavits in a matter. In my view, any person with information relevant to an action and who is duly authorized can swear an affidavit in the action.'

22. It is clear from the Obonyo Walter Oneya (supra) that even though non-litigants can swear affidavits in a case, they must be duly authorized by the actual parties whose interest they represent. However, the case of Obonyo Walter Oneya (supra) and PMM Safaris (supra) as well as *Tahmeed Coach Limited & 2 others v Salim Mae Peku (Legal Representative of Sadiki Salim Peke (Deceased)) [2014] eKLR* (also relied on in the *Osman Godhana Wario v JMN (a minor suing through next friend JKK) [2022] eKLR*) must be taken in the context of the fact that they dealt with matters insurance where the doctrine of subrogation occurs, and where although the insurance company is not a party to the suit, it is interested in the outcome of the dispute and its officers may be impliedly authorized to take certain actions or depone to certain matters. Therefore, per Githua J, 'any person with information relevant to an action and who is duly authorized can swear an affidavit in the action' and per Chitembwe J 'it is therefore, in order for one of the officers of the insurance company to swear an affidavit in support of the application.' and also, finally, per Ali-Aroni J, affirming those two previous holdings: 'From the above cited authorities, it is clear to this court that Kelvin Ngige being the claims manager of the Appellant's insurer was competent to swear the affidavit.'

23. Concerning the second issue, the doctrine of subrogation does not apply and the professed marital relationship between the defendant and the deponent of the supporting affidavit is irrelevant. The application at hand seeks the termination of the suit for reason of being res judicata. The seriousness of the orders sought requires this court to examine in greater depth the issue as to whether authority of the applicant was given to the deponent of the Supporting Affidavit. The law of evidence is that he who asserts proves. Without proof his claim must fail. Section 108 of the *Evidence Act* is to the effect that the burden of proof in a suit or proceeding lies on that person who would fail if no evidence at all were given on either side. Section 108 of the *Evidence Act* is to the effect that the burden of proof as to any particular fact lies on the person who wishes the court to believe in its existence unless it is provided by any law that the proof of that fact shall lie on any particular person. Section 112 of the *Evidence Act* provides that: 'In civil proceedings, when any fact is especially within the knowledge of any party to those proceedings, the burden of proving or disproving that fact is upon him.' A court of law is entitled to draw a conclusion where a party omits to present certain evidence, that the evidence would be adverse to it if so presented. In the case of *Kenya Akiba Micro Financing Ltd v Ezekeil Chebii & 14 Others, HCCC No 644 of 2005* (ruling,) it was stated as follows:

> ' Where a party has custody or is in control of evidence which that party fails or refuses to tender or produce, the court is entitled to make adverse inference that if such evidence was produced, it would be adverse to such a party. In the case of Kimotho –vs- KCB (2003) 1 EA 108 the court held that adverse inference should be drawn upon a party who fails to call evidence in his possession.'

24. Simply because it is made under oath, an affidavit is no magic wand to usher a deponent's statements into the realm of unquestionability. The contents there, especially those that relate to what the deponent has been instructed or informed by another person, must be supported by evidence and in default be deemed hearsay.

25. From the affidavit it can be seen that the applicant simply states that he has the express authority of the defendant to swear the affidavit on her behalf since she is currently unavailable. The particulars as to her unavailability are not given. No written authority has been exhibited in the affidavit. The authority of a litigant to any person who may be deemed competent to handle a matter on her behalf requires to be proved lest many steps be taken in litigation which stand to be reversed at the instance of the litigant for lack of such authority.

26. Litigation is a weighty matter and this court cannot be expected to presume that the authority of the applicant has been issued to the deponent when no written authority has been exhibited. The only conclusion that can be drawn is that no such authority has been demonstrated to have been issued and therefore none has been given.

27. Does the fact that the deponent expresses himself to be the husband to the defendant applicant cure the defect that there is no authority given to him by the latter? I hardly think that should be the case in the present scenario. This is because first, the issue of their status as spouses has not been established by evidence and, even if it had been, the defendant remains the main party to the suit who will, unless and until the deponent has been formally substituted for her, be expected to produce evidence in support of her case and all applications along the way.

28. In this court's view, the express consent or authority of the defendant permitting the deponent to plead on her behalf and swear affidavits on her behalf remains a necessity if any action on the deponent's part is to be deemed as proper. In this court's view, the deponent, Joel Kiprono Mibei lacks capacity to swear the affidavit in support of the instant application for the reasons stated herein above.

29. This court is concerned when the deponent of the supporting affidavit professes to having the authority of the applicant while omitting to exhibit any evidence in support of that allegation and in the same breath and without any elaboration states that the applicant is currently unavailable. Is she dead then? Or is she otherwise incapacitated? Will she come to prove the main case if the application is defeated? Or the application has been brought with the presumption that it must succeed? Why, if she is alive, has she not sworn the supporting affidavit by herself? This court will not condone any mystification in litigation in regard to questions as to whether authority has or has not been issued to a deponent of a very vital affidavit.

30. In this matter the evidence in the affidavit, if adopted by the court as the correct evidence, would be instrumental in striking out the present suit with finality on the ground of res judicata. It is clear that such an affidavit, perchance relied on, may lead to a final determination of the rights of the parties in this case if the application at hand was granted.

31. I hardly think it is proper that such a vital affidavit ought to be sworn by a non-party to the instant suit without the demonstrated authority of the real applicant or party in the suit. Such an affidavit unsupported by evidence of any authority from the substantive party to the suit is totally worthless no matter the gravity of matters that it would purport to raise and the court must not countenance it. It is as though the application has not been supported by any affidavit and I hereby strike that affidavit out summarily.

32. It goes without saying that this court is not, without a supporting affidavit, able to address the third issue as to whether or not the present suit is res judicata. Without a supporting affidavit also, the application dated May 25, 2022 cannot stand and it is hereby dismissed with costs to the respondent.

33. The parties shall appear before this court for the fixing of a hearing date for the main suit on December 8, 2022.

DATED, SIGNED AND DELIVERED AT NAKURU VIA ELECTRONIC MAIL ON THIS 23RD DAY OF NOVEMBER, 2022.

MWANGI NJOROGE

JUDGE, ELC, NAKURU