



**REPUBLIC OF KENYA
IN THE HIGH COURT OF KENYA**

**AT MILIMANI COMMERCIAL COURTS, NAIROBI
CIVIL SUIT 136 OF 2005**

JACOB JUMAPLAINTIFF

-V E R S U S

AGRICULTURAL FINANCE CORPORATION.....1ST DEFENDANT

THETA TEA COMPANY LIMITED.....2ND DEFENDANT

JENNIFER KOSITTANY3RD DEFENDANT

R U L I N G

The facts of this matter which are not in dispute are that by an agreement made on 21st February, 2003, the 2nd defendant agreed to sell to the plaintiff all that piece or parcel of land known as L. R. Number 123577 (original number 6074/2/1 and 6072) hereinafter referred to as the suit property. According to the plaintiff, he was then put into the physical possession of the property until sometime in March this year when the 3rd defendant purported to remove him unceremoniously and without giving him any notice. Arising out of that misunderstanding the plaintiff commenced court action by filing a plaint on 11th March, 2005. Contemporaneously with the plaint, the plaintiff also filed an application by way of chamber summons dated 11th March, 2005. It is expressed to be brought under Order XXXIX rule 2 of the Civil Procedure Rules, as well as under section 3A of the Civil Procedure Act. After the court had certified the application urgent, the outstanding orders which the plaintiff seeks are –

- (1) THAT the third defendant be restrained by herself, servants and/or agents or anyone claiming under her from interfering in any manner whatsoever with the plaintiff's possession and quiet enjoyment of the suit property and its entire operations.
- (2) THAT the defendants or all of them jointly and severally be restrained by themselves, servants and/or agents or anyone claiming under them from acting in any manner inconsistent with the plaintiff's interest in the suit property.
- (3) THAT the costs of this application be provided for.

The application is supported by the annexed affidavit of JACOB JUMA, the plaintiff himself, and is based on the grounds, inter alia, that –

- (a) The plaintiff is a purchaser of L. R. No. 12357 for value and is in occupation thereof and has been in continued occupation from 1st March, 2003.
- (b) The plaintiff has since taking possession expended large sums of money in the rehabilitation of the houses and the farming operation in excess of Kshs.40 million.

(c) The defendants jointly and severally have evinced an intention to commit breach of contract.

(d) The third defendant has sent some unknown persons to the suit property and has threatened to evict the plaintiff from the suit property.

(e) Unless injunction relief is issued by this Honourable Court, the plaintiff stands to suffer damage incapable of being compensated in monetary terms; the plaintiff has a prima facie case and the balance of convenience is in his favour.

On 15th March, 2005, the 2nd and 3rd defendants filed grounds of opposition of the same date. They oppose the plaintiff's application on the following grounds –

(i) That the applicant has not disclosed full material facts to the court.

(ii) The law and the purported agreement are against the applicant.

(iii) The documents presented to the court by the applicant are not only fraudulent but also forgeries and the applicant wants the respondents' title for free.

(iv) The applicant has not satisfied to the court (sic) all the ingredients necessary for the grant of the discretionary remedy of injunction

(v) That the applicant's remedy lies in damages since this is a liquidated claim.

On 16th March, 2005, which was the day after filing their grounds of opposition, the 2nd and 3rd defendants filed a notice of preliminary objection dated 15th March, 2005, on a point of law, namely, that the plaint is incurably defective, offends express provisions of the Civil Procedure Act, and should be struck out together with the application with costs. Further to the notice of preliminary objection, the 2nd and 3rd defendants also filed their own application by a chamber summons dated 15th March, 2005, under a certificate of urgency. It was expressed to be brought under Order XXXIX rules 1, 2, 3 and 9 of the Civil Procedure Rules and all enabling provisions of the law. It seeks two main orders –

1. That pending the hearing and determination of the 2nd and 3rd defendants' counterclaim, this court be pleased to restrain the plaintiff (Jacob Juma) and the 1st defendant (Agricultural Finance Corporation) by themselves, their agents, servants and/or employees from interfering with the quiet possession, use and management of L. R. No. 12357 (Original number 6674/2/1 and 6072) by the 2nd and 3rd defendants (Theta Tea Co. Ltd. and Jennifer Kositany).

2. That pending the hearing and determination of this application, this court be pleased to restrain the plaintiff and the 1st defendant by themselves, their agents servants and/or employees from interfering with the quiet possession, use and management of L. R. No. 12357 (Original number 6674/2/1 and 6072) by the 2nd and 3rd defendants.

3. That costs be provided for. The grounds upon which the application is based are –

(a) That the 2nd defendant is the registered proprietor of the suit land.

(b) That the purported sale agreement and consent to transfer are null and void.

(c) That there exists no authority from the 2nd defendant to borrow money from the 1st defendant or charge the suit land.

(d) The charge created by the 1st defendant against the title to the suit land is invalid, null and void.

The application is also supported by the annexed affidavit of JENNIFER JEMUTAI KOSITANY, the 3rd defendant herein.

On 30th March, 2005, the plaintiffs application came before this court for hearing ex parte. The court granted some interim restraining orders pending the hearing and determination of the application inter partes on 6th April, 2005. The following day, the application by the 2nd and 3rd defendants also came before this court seeking similar orders to those sought by the plaintiffs the previous day. As each party accused the other one of interfering with its possession of the suit property, the court felt at a loss as to who was telling the truth. By reason of the urgency of the matter, the court ordered that the application dated 15th March, 2005 be served for hearing inter partes the following day, i.e. 1st April, 2005.

At the hearing on 1st April, 2005, Mr. Machira appeared with Mr. Nyakundi and Mr. Kamau for the plaintiff, while Mr. Mutai appeared for the 1st defendant, and Mr. Kiplenge appeared for the 2nd and 3rd defendants, assisted by Mr. Gitonga. In the interests of economy of time, the court found it prudent for the two applications to be canvassed together, and it was so ordered. Each counsel submitted at length and cited several authorities. In a nutshell, Mr. Machira argued that there was a sale agreement in respect of the suit property between the plaintiff and the second defendant. Pursuant thereto, the plaintiff went into possession on the basis of the concurrence of the 2nd and 3rd respondents. Consent of the Land Control Board was obtained and once obtained it is final. The other parties cannot now dispossess the plaintiff without the due process of the law and the plaintiff is entitled to protection by way of an interlocutory injunction as prayed.

In his response, Mr. Kiplenge for the 2nd and 3rd defendants submitted that the plaintiff took advantage of the 3rd defendant while she did not realise the implication of the documents, some of which were forgeries. He argued that the agreement in issue related to the sale and transfer of agricultural land and therefore required consent under S.6 of the Land Control Act. The application for consent should be made within 6 months but that was not done in the instant case, and no extension was sought pursuant to S.8(1) of the Land Control Act. Mr. Kiplenge therefore submitted that the consent given in 2005 was improper, null and void. In the result, after the expiry of the 6 months, the agreement itself also became null and void, and the plaintiff's only remedy is recovery of the consideration. Furthermore, counsel submitted, the plaintiff would commit a criminal offence under S.22 of the Land Control Act if he enters into or remains in possession of the suit property. He also questioned why the 3rd defendant signed the agreement document twice, and how the plaintiff could have been in possession without satisfying the condition spelt out in paragraph 8 of the agreement. He further submitted that the agreement was not executed in accordance with the company's articles of association.

As the plaintiff is no longer on the farm, he should have sought a declaration that his removal was illegal, but he hasn't. The 3rd defendant is the one on the land, and should get the injunction, Mr. Kiplenge submitted. He referred to a long train of authorities in support of his submissions.

For his part, Mr. Mutai for the 1st defendant submitted that the 1st defendant advanced to the 2nd defendant some Ksh.2.7million against the security of the suit property. In spite of concessions given to the borrower, the loan has remained unpaid and because of interest, it has now escalated to more than Ksh.25million. The application for injunction by the 2nd and 3rd defendants against the 1st defendant should not be granted as the applicants are defaulters. As for the plaintiff's application for an injunction, there is no privity of contract between him and the 1st defendant, and he is a stranger to the contractual relationship between the 1st defendant and the 2nd and 3rd defendants. In any event, the 1st defendant does not think much of the agreement between the plaintiff and the 2nd defendant as, in the 1st defendant's view, it is not properly executed. Furthermore, the plaintiff has denied, in a case in the lower court, that the 3rd defendant is a director of the 2nd defendant, and in this matter he accepts that she is a director. He has therefore come with unclean hands, and this application for an injunction ought to be dismissed.

In his reply, Mr. Machira reiterated his earlier submission and added that the only relevant matter is the sale transaction between the plaintiff on one hand, and the 2nd and 3rd defendants on the other hand. Even though it is alleged that there was a charge, no such charge has been exhibited in court. At any rate, Mr. Kiplenge submitted that the charge was invalid. Even if it was not valid, it cannot affect the relationship of the plaintiff and the 2nd defendant as vendor and purchaser. On the consent of the Land Control Board, Mr. Machira submitted that the court has no jurisdiction to assault such a consent and that

once it is given, sections 6,7 and 22 of the Land Control Act become irrelevant. He also submitted that the allegation that the consent was given subject to the charge in favour of the 1st respondent cannot prevent the court from granting an injunction. Even if the plaintiff may not have made any payment, the respondents should have moved to court to nullify the agreement and secured the plaintiff's eviction but should not have taken the law into their own hands by purporting to evict him.

Replying to Mr. Machira's response to his application, Mr. Kiplenge submitted that the 1st defendant's charge is void and illegal ab initio as there was no resolution of the Board of Directors, and the charge was not registered. He thereupon urged the court to find that the 2nd and 3rd defendants had made a strong case against the 1st defendant for which they are entitled to an injunction. As against the plaintiff, he submitted that the plaintiff offended O.VII rule 2 and on that ground it ought to be struck out. At any rate, the plaintiff never made any payment to entitle him to any interest in the suit property and therefore it would be inequitable to grant him an injunction against the owners.

After considering the pleadings, the applications and the submissions of counsel, it is clear to me that the main issues for adjudication in this matter are: who is in possession of the suit premises and related issues; the validity of the sale agreement; the validity of the consent by the Land Control Board; the validity of the 1st defendant's charge on the suit property; and which of the warring parties, if any, is entitled to an injunction, if at all.

Each of the parties claims to be in possession of the suit property. However, the issues involved in this matter are so closely interwoven that it would be very difficult to decide some of them in isolation from the others. Possession is one such issue. It is only after a consideration of some of the other issues will the position I have taken on the issue of possession become clear.

The first point I note is that the true identity of the suit property is muddled up. Paragraph 5 of the plaint states-

“On or about the 21st day of February, 2003, the plaintiff and the 2nd defendant entered into an agreement for sale of all that parcel of land known as L.R. No.12357 (original number 6674/2/1 & 6072).”

The plaintiff's chamber summons application dated 11th March, 2005 also describes it as L.R. No.12357. Paragraph 2 of the supporting affidavit reads-

“THAT during the year 2003, the 2nd and 3rd defendant offered for sale and I accepted to purchase L.R. No.12357 hereinafter known as ‘the property’... On 21st February, 2003 the agreement was reduced to writing. A copy of the agreement is annexed hereto and marked JJ 1.”

Paragraph 1 of the recitals in that agreement then goes on to state-

“WHEREAS

1. The property being sold is ALL THAT PIECE or parcel of land known as L.R. Number 123577 (Original Number 6074/2/1 & 6072)...”

The plaint and the application describe the suit property as L.R. No. 12357. But the sale agreement which forms the basis of the plaintiff's interest is not in respect of L.R. No.12357, but L.R.No.123577. These numbers relate to different parcels of land, and one cannot take the place of the other. To the extent that the agreement from which the plaintiff/applicant derives his interest in the suit property describes a parcel of land different from the one in both the plaint and the application, the application simply cannot be sustained. It is not supported by evidence as to an agreement for the sale of the appropriate parcel of land.

While on the agreement, the execution part thereof shows that the agreement was sealed with the common seal of the vendor, Theta Tea Company Ltd., the second defendant herein, in the presence of a director by

the name of J. Kositany and another director of the same name. Article 1 of the Articles of Association of Theta Tea Company Ltd. states-

“The company shall be a Private Company and the Regulations contained in Part II of Table “A” in the First schedule to the Companies Ordinance (Chapter 486 of the Laws of Kenya, 1962)... shall apply to the company, save in so far as they are excluded or varied hereby...”

The import of this clause is that all regulations contained in Table A of Chapter 486 which are not excluded or varied by the articles of association of Theta Tea Company Ltd. automatically form part of that company’s articles of association. One such article is 113 of Table A which deals with the company’s seal. As it has neither been excluded nor varied, it is part of the articles of association of Theta Tea Company Ltd. It reads, in so far as is relevant-

“...every instrument to which the seal shall be affixed shall be signed by a director and shall be countersigned by the secretary or by a second director or by some other person appointed by the directors for the purpose.”

The seal of Theta Tea Company Ltd. seems to have been affixed to the agreement marked JJ1 and annexed to the applicant’s supporting affidavit. But the execution of the agreement was not in consonance with the letter and spirit of article 113. The agreement should have been signed by J. Kositany as a director, and countersigned by the secretary or by a second director. Whereas her first signature is in order, the second one is out of order. Pursuant to article 113, she cannot and should not, as a director, sign and countersign. That anomaly is not explained and it goes to vitiate the agreement as against Theta Tea Company Ltd. The doctrine of constructive notice visits the anomaly to the plaintiff as he is thereby presumed to know the contents of the articles of association of Theta Tea company Ltd. The latter are not bound by this agreement.

For the sake of argument, and assuming that this agreement was valid as against the second defendant, it is significant that it formed the basis of the application for the consent of the Land Control Board. That application is dated 21st February, 2003, which was also the date on which the agreement was signed. Surprisingly, by even to an untrained eye, the vendor’s signature on the application for the consent of the Land Control Board differs from that on the agreement; yet the two documents were signed by the same person on the same date. But no matter.

Assuming further that the signature is genuinely that of the vendor, the application is still bedevilled by the irregularity pertaining to the Land Reference Number. As stated in the application for consent of the Land control Board, the land which is the subject matter of the application is described as L.R. or parcel No.123577 (original 6074/2/1 & 6072). Pursuant to this application, the land control board gave its consent on 25th January, 2005, for the transfer of L.R. or Parcel No.123577 (original 6074/2/1 & 6072). Owing to the glaring disparity in the land reference number of the suit property as described in the plaint and the application, on the one hand, as against the number given in the agreement, and the application to the Land Control Board, on the other hand, I hold that the consent produced by the plaintiff does not add any value to his application. The two cannot stand together as descriptions of one and the same parcel of land.

Even assuming further that the consent of the Land Control Board was given in respect of the appropriate parcel of land, the time of the making of the application and the grant of the consent are not in consonance with the law. Section 6 (1) of the Land Control Act states-

“Each of the following transactions-

(a) the sale, transfer, lease, mortgage, exchange, partition or other disposal of or dealing with any agricultural land which is situated within a Land Control area

(b) ...

(c) ...

is void for all purposes unless the land control board for the land control area or division in which the land is situated has given its consent in respect of that transaction in accordance with this Act.”

The relevant provisions of the Act are found in S.8(1) and the proviso thereto. These provide as follows-

“An application for consent in respect of a controlled transaction shall be made in the prescribed form to the appropriate Land Control Board within six months of the making of the agreement for the controlled transaction by any party thereto:

Provided that the High Court may, notwithstanding that the period of six months may have expired, extend that period where it considers that there is sufficient reason so to do, upon such conditions, if any, as it may think fit.”

Under S. 2, “unless the context otherwise requires – ‘controlled transaction’ means one of the transactions specified in S.6 (1) and not excluded by S.6 (3)1.”

The transaction which is the subject matter of this suit, whether by way of a sale or transfer, or sale and transfer, falls clearly and squarely under S.6 (1) of the Act, as reproduced above. That being the case it was imperative that an application for consent in respect thereof be made to the appropriate Land Control Board within six months of the date of the agreement. That was not done. Although the agreement was made on 21st February, 2003, the application seems to have been presented in 2005, and the consent in respect thereof given on 25th January, 2005. This was out of the time stipulated in S.8 (1) of the Act. I find that the consent was granted out of time and to that extent that consent is null and void. The plaintiff should have sought and obtained an extension of time from the High Court before proceeding with the application after the expiration of six months in August, 2003. Instead, learned counsel for the plaintiff relies on S.8 (2) of the Act and submits that once given, the consent of the Land Control Board cannot be assaulted by a court of law. In so saying, he relies on S.8(2) which is in the following words-

“The land control board shall either give or refuse its consent to the controlled transaction and, subject to any right of appeal conferred by this Act, its decision shall be final and conclusive and shall not be questioned in any court.”

With respect, it is my considered opinion that the consent envisaged by S.8(2) to be above reproach of the court if one which is given within six months in compliance with S.8(1). In this regard, I find solace in the judgment of Apaloo, J.A. (as he then was) in the Court of Appeal decision in **BENJAMIN CHERUIYOT v. KIMELI BARTIONY**, Civil Appeal No.79 of 1986. In that case, the Court of Appeal upheld the decision of the High Court to the effect that where the consent of the Land Control Board is given outside the period ordained by law, the contract of sale is avoided by the mandatory provisions of the statute. Applying this decision to the facts of the instant case, the transaction for the sale or transfer of the property became void under S.6(1) read with S. 8(1) of the Act after the expiry of six months after 21st February, 2003. It would be sad if such a void transaction could be given a kiss of life by an irregular consent obtained out of time. If the interpretation given by counsel were to be upheld, it would open up many vistas to irregular applications and consents which, at the present day and age, must be abhorred. Otherwise a seller would never be certain of his rights even after the expiry of six months.

To come now to the issue of possession, the plaintiff’s case is that he has paid some Ksh.2million as part of the purchase price. It is also his case that the 3rd defendant put him into possession of the suit property. Clause 8 of the agreement reads-

“Possession of property will be given to the purchaser upon payment of the full purchase price.”

It is not in dispute that the plaintiff has not paid the full purchase price of the suit property. Even the

Ksh.2million which he purports to have paid is challenged. It is said that the receipt alleged to have been issued by the 3rd defendant in respect thereof is a forgery. This is an issue which cannot be determined at this stage and which ought to be reserved for the trial. But be that as it may, the payment of the full purchase price is a condition precedent to the plaintiff going into possession of the property. If he ever went into possession as a purchaser, it was contrary to an express provision of the same agreement from which he claims to derive his interest in the property. Having found that the consent of the Land Control Board is null and void, the alleged possession would be contrary to S.22 of the Land Control Act, which criminalizes any such possession.

Finally, by an affidavit sworn on 22nd March, 2005, the plaintiff avers as follows-

“THAT I have since established that Jennifer Kositany is not and has never been a director of the second defendant. (I annex hereto a copy of a letter from the Registrar General’s department dated 18th March in evidence thereof marked JC 1)”

The information in that letter is based on an annual return filed in 1982. But between 1982 and 2005, a lot of water has passed under the bridge. The 3rd defendant maintains that she is a director in the 2nd defendant and that her lawyers failed to file the annual returns as they ought to have done. There is a lot to be said against a company which has not filed any annual returns for more than 20 years. In that regard the ball is in the court of the Registrar of Companies. But the claim by the plaintiff is a double-edged sword. If the 3rd defendant is not a director for the 2nd defendant, then what is the probative value of the agreement which she signed on 21st February, 2003, and solely from which agreement the plaintiff derives his alleged interest in the suit property?

So much for the plaintiff’s application against the defendants. The 2nd and 3rd defendants have also filed an injunction application against the plaintiff and the first defendant. The orders sought in that application and the grounds upon which it is based are set out earlier in this ruling. I will not take long on this application as my perception of the case between the 2nd and 3rd defendant against the plaintiff is already outlined above. Suffice it to say that exhibit JK 1 attached to the 3rd respondent’s affidavit in support of the application shows clearly that the correct Land Reference number of the suit property is 12357 and not 123577 as depicted in the alleged agreement for sale, in the application for consent of the Land Control Board, as well as in the consent itself. The exhibit further shows beyond any shadow of doubt that the grantee is THETA TEA COMPANY LIMITED, the 2nd defendant herein.

The case by the 2nd and 3rd defendants against the 1st defendant is predicated upon some money borrowed by the 2nd defendant. The first defendant’s position is that the 2nd defendant has not paid any money towards repayment of the loan, consequent whereupon the debt has risen from the Ksh.2.7million borrowed initially to more than Ksh.25million. It is common ground that there is a charge on the suit property which was offered by way of security but a copy of such a charge has not been exhibited before the court. The case for the 2nd and 3rd defendants is that the charge is invalid as there was no authority to borrow money from the 1st defendant or charge the suit land. The charge created by the 1st defendant against the title to the suit land is therefore null and void.

Clause 7 of the articles of association of Theta Tea Company Ltd deals with “borrowing powers”. It is in the following words-

“The directors may raise or borrow such sum or sums of money for the purposes of the company’s business as they may in their absolute discretion think fit, and may secure the repayment of or raise any such sum or sums as aforesaid by mortgage or charge upon the whole or any part of the assets and property of the company...”

In my view, this clause is wide enough to empower the directors to borrow any sums of money for the purposes of the company. From the correspondence between the parties, there is enough evidence that the 2nd defendant does owe the 1st defendant some money on account of the initial loan of Ksh.2.7million. Clause 7 of the 2nd defendant’s articles of association confers on the 2nd defendant’s directors the power to borrow, and the company cannot now be heard to say that it did not authorise the borrowing. A third

party looking at clause 7 of the company's articles would see an express power to borrow and, in the absence of any suspicious circumstances putting him on inquiry, is entitled to assume that all the internal regulations of the company have been complied with. In the old case of *ROYAL BRITISH BANK v. TURQUAND* (1856) 6 E & B. 327, where the company borrowed without a resolution of the board, Jervis C.J. said at p.332-

“...parties dealing with them(i.e. companies) are bound to read the statute and the deed of settlement. But they are not bound to do more. And the party here, on reading the deed of settlement, would find not a prohibition from borrowing, but a permission to do so on certain conditions. Finding that the authority might be made complete by resolution, he would have a right to infer the fact of a resolution authorising that which on the face of the document appeared to be legitimately done.”

The same applies to this case. Unless there was another anomaly, the 1st defendant was entitled to assume that a resolution had been duly passed. The fact of a resolution not having been passed, if any such resolution were required, does not exonerate the 2nd defendant from liability. An outsider is not bound by the internal irregularities in the operations of a company's organs unless he is aware of such irregularities or there are suspicious circumstances putting him on enquiry.

The second point taken by the 2nd defendant is that the charge was not registered. The short answer to that allegation is that under S.97 of the Companies Act, the duty to register a charge created by a company rests with the company itself. Secondly under S.96, failure to deliver the particulars of the charge to the registrar within the prescribed period renders the charge void as against the liquidator and any creditor of the company. However, where a charge becomes void under this section, the money secured thereby immediately becomes payable.

Taking all the above observations into consideration, the conditions for granting injunctions are common knowledge. They were articulated in *GIELLA v. CASSMAN BROWN & CO. LTD.* [1973] E.A. 358 in which SPRY, V.P., said at p.360-

“The conditions for the grant of an interlocutory injunction are now... well settled in East Africa. First an applicant must show a prima facie case with a probability of success. Secondly, an interlocutory injunction will not normally be granted unless the applicant might otherwise suffer irreparable injury which would not adequately be compensated by an award of damages. Thirdly, if the court is in doubt, it will decide an application on the balance of convenience.”

Applying these principles to the plaintiffs application, I find that the said application is premised on an agreement for sale which misdescribes the suit property. Consequently, the application for the consent of the Land Control Board and the consent itself are not in respect of the correct property. Worst of all the application for the consent was made and the consent given almost two years after the making of the agreement. The agreement became void six months after 21st February, 2003. The consent itself is also void for being obtained out of time. Since the plaintiff's application is founded upon a void transaction, I find that the plaintiff has not established a prima facie case with a probability of success. I further find that the applicant is an alleged purchaser who claims to have paid a certain sum of money towards the purchase price, which claim is vigorously contested. He further alleges to have spent a large sum of money in developing the suit property. If the injunction is not granted, I think the applicant can adequately be compensated by an award of damages. I am not in any doubt, but if I was I would find that the balance of convenience tilts in favour of the respondents who are the registered proprietors of the suit property. I therefore dismiss the plaintiffs application with costs to the defendants. For the avoidance of any doubt, the ex parte injunction granted to the plaintiff on 30th March, 2005 is hereby discharged.

For the same reasons and especially considering that the 2nd defendant is the registered proprietor of the suit land, I grant prayer 2 of the 2nd and 3rd defendants' application by chamber summons dated 15th March, 2005 but only against the plaintiff, with costs to the 2nd and 3rd defendants.

However, the application by the 2nd and 3rd defendants against the 1st defendant is dismissed with costs to the 1st defendant.

Dated and delivered at Nairobi this 13th day of June 2005

L. NJAGI

JUDGE