



REPUBLIC OF KENYA

IN THE ENVIRONMENTAL AND LAND COURT AT MOMBASA

CIVIL SUIT NO. 265 OF 1996

KENATCO TRANSPORT CO. LTD.....PLAINTIFF

VERSUS

**SAMUEL GIKARU NJOROGE (suing on behalf of the
Estate of the late Geoffrey Gikaru Njoroge).....DEFENDANT**

CONSOLIDATED WITH CIVIL SUIT NO 266 OF 1996

KENATCO TRANSPORT CO. LTD.....PLAINTIFF

VERSUS

**MARGARET NJERI GICHO (suing on behalf of the
Estate of the late James Gicho Makumi).....DEFENDANT**

JUDGEMENT

PLAINTIFF'S CASE IN ELC 265 OF 1996 AND 266 OF 1996

1. By consent the parties agreed to consolidate ELC Case Number 265 of 1996 and 266 of 1996, with ELC Case Number 265 of 1996 being the lead file. By the plaint filed on 14th May 1996 the Plaintiff is seeking the following prayers against the Defendant;

- i. Vacant possession,*
- ii. Mesne profits from 1st November 1983 until delivery of vacant possession.*
- iii. Costs of the suit and interest thereon and on (b) above at Court rates.*
- iv. Any other relief this Honorable Court may deem just to grant.*

2. The prayers sought in this suit are similar to those sought in ELC No 266 of 1996. Whereas the Plaintiff is the same in both cases, the Defendant in ELC No 266 of 1996 is James Gicho Makumi whose family currently occupies Plot No 2362/VI/MN.

3. The Plaintiff filed a witness statement on 5th December 2018 of one Paul Chelanga and a list of documents on 13th July 2010 that were produced by the PW1 during examination in chief. The documents included; a Certificate of Title No C.R 13000 dated 28th September 1962, lease agreement dated 7th October 1998 between the Plaintiff and Julius Hamisi Kwajumbe, Valuation report by Paul Wambua dated 6th March 2001 and an all assets debenture by the Plaintiff in favor of National Bank of Kenya Limited.

4. The Plaintiff called one witness, Paul Chelanga (PW1) who testified that he works as a recoveries manager for National Bank of Kenya Limited. He stated that he was appointed the Receiver Manager for Kenatco Transport Company Limited (in Receivership) the Plaintiff herein. The receivership was for four properties that occupy the two plots land; Plot No 2360/VI/MN and Plot No 2362/VI/MN which are located in Port Reitz area within Mombasa County.

5. PW1 stated that the Plaintiff before going into receivership had charged and taken out debentures over the said properties. The loan facility was provided by National Bank of Kenya Limited. The 1st debenture was registered on 29th July 1982. The purpose of the loan was to secure

Kshs. 20 million and Kshs. 8 million. PW1 produced as exhibits documents including all the registered debentures which were marked Plaintiff's exhibit No 5.

6. PW1 testified that the amount charged was never repaid back in full inclusive of interest accrued. That as recoveries manager, they realized the securities to settle the loan. PW1 stated that the suit properties were sold to Wanje Holdings Limited in line with the chargee's rights (National Bank of Kenya Limited) to exercise their statutory power to sell the charged properties. He stated that the bank, having sold and transferred the properties to third parties, no longer had any interest whatsoever in the properties. It was his evidence that the Defendants have no case against the banks and that the charge gave the bank the first ranking which they have already chosen and exercised.

7. According to PW1 the Defendants were tenants in the suits properties for which they were paying rent and that when the properties were sold, they rushed to Court. He stated that he was not aware of any purchaser's interest and denied that the Defendants were staying on the properties under adverse possession. He urged the Court to grant the reliefs sought in the plaint and for the dismissal of the counter-claims in both cases.

8. On cross examination, PW1 stated that he was an employee of National Bank of Kenya Limited and that Kenatco Transport Company Limited, the Plaintiff herein, was the bank customer. He admitted that he had no document or authority filed in Court but stated that as a receiver manager, he had authority to testify on behalf of the Plaintiff.

9. On further cross examination and after being shown the charged documents he had produced, he confirmed that he has not seen any entry charging the suit property to National Bank of Kenya Limited. The schedule in the debenture shows properties in Nairobi.

10. He stated that he was not aware whether there was a suit involving same parties herein filed in 1978. He confirmed that entry No 13 in the file document was a case registered by one Julius Hamisi who is not a Defendant in the suit. Entry No 11 was a caveat by Geoffrey Njoroge claiming purchaser's interest. The witness admitted that the final prayers sought in the plaint have since been overtaken by events, the suit property having been sold and transferred to third parties.

11. He reiterated that he was testifying both as a receiver manager of Kenatco Transport Co. Ltd and manager of National Bank of Kenya Limited. He stated that Kenatco Transport Co. Ltd went into receivership sometime in the 1980s/1990s. That there are four houses within two plots and that at the time they were selling the properties around 2012/2013 the same were vacant. He stated that the Defendant were rent paying tenants and that he was aware of some correspondences between the Defendants over rent. That he did not see correspondence over purchase of the property. He stated that the new owners of the property was Wanje Holdings Limited. The interested parties herein moved to Court and two of the occupants of the property moved out.

12. On being re-examined, PW1 stated that there was a floating debentures which means that all the assets of that company were charged to secure the charge present and future. That in exercising the power of sale, the Bank only sold the properties of the company, adding that the caveat by the Defendant was eventually removed. He stated that the bank no longer has any interest in the properties the same having been sold and transferred to third parties. That the current owner is the right person to ask for vacant possession, and that if the Defendants are still on the properties, they are there illegally as squatters.

13. Two certificates of postal search dated 24th February 2020 pertaining to the properties were produced and marked Plaintiff exhibit 6 and 7 and the said searches showed that Wanje Holdings Limited is the current owner of the suit premises.

PLAINTIFF'S SUBMISSIONS

14. Mr Lumatete Muchai, learned counsel for the Plaintiff submitted that in line with chargee's right to exercise their power to sell the charged properties, National Bank of Kenya Limited sold the suit premises to Wanje Holdings Limited. He cited **Section 96 of the Land Act** which stipulates that;

“Where a chargor is in default of the obligations under a charge and remains in default at the expiry of the time provided for the rectification of that default in the notice served on the chargor under Section 90 (1), a chargee may exercise the power to sell the charged land”

It was submitted that the said sale was affirmed in the decided case of **ELC No 168 of 2015 Wanje Holdings Limited V National Bank of Kenya Limited**. That despite the issuance and service of the said orders to the occupants of the suit properties, they currently still occupy the suit premises. The Plaintiff's counsel submitted that the Defendants herein are trespassers in the suit properties and urged the Court to issue the vacant possession and eviction orders as prayed for by the Plaintiff.

15. The Plaintiff submitted that the Defendants in both these suits admitted to be rent paying tenants who occupied the said suit properties back in 1974. PW1 produced copies of the lease agreement between the Plaintiff and the Defendants and that proved that the Defendants were paying monthly rent of Kshs 800 up to December 1977.

16. On the issue of the Defendants claiming adverse possession, the Plaintiff relied on case of Samuel Miki Waweru V Jane Njeri Richu Civil Appeal No 122 of 2001, in which the Court of Appeal held that;

“...its trite law a claim of adverse possession cannot succeed if the person asserting the claim is in possession with the permission of the owner or in (accordance with) provisions of an agreement of sale or lease or otherwise. Further as the High Court correctly held in Jandu V Kirpal (1975) EA 225 possession does not become adverse before the end of the period for which permission to occupy has been granted.”

According to the Plaintiff, the Defendants have failed to prove their claim of adverse possession. Thus their counterclaim in both suits should be dismissed with costs awarded to the Plaintiff.

17. In conclusion the Plaintiff submitted that it has proved its case on balance of probabilities and that the Defendants claims should be dismissed with costs to the Plaintiff.

DEFENDANT'S CASE IN 265 OF 1996

18. The Defendant filed a defence and counterclaim on 7th June 1996 and prayed for judgment to be entered against the Plaintiff for;

a) A declaration that the Defendant has acquired title to the suit premises by adverse possession and that the Plaintiff do execute a transfer of the said suit premises to the Defendant.

b) Costs.

c) Any other order which this Court may deem fit to grant.

19. The Defendant filed his witness statement on 9th September 2018 as well as a list of documents dated 9th September 2018 and called one witness Samuel Gikaru Njoroge. DW1 testified gave oral evidence in Court that he is one of the administrators of the estate of the Late Geoffrey Gikaru Njoroge who was his father. His late father was employed by the Plaintiff until 1977 and during this time they were living in the suit property which were two houses which were three bedroomed but separated by a wall. When his father left employment in 1977 he stopped paying rent but they continued to live on the property. He informed Court that his father had completed paying for the house and that is why he stopped paying rent and that the property was never transferred. That it has been 19 years from 1977 to 1996 when the suit was instituted.

20. DW1 stated that there was no transfer from the Plaintiff nor agreement for sale. On cross examination he stated that he lays claim to the suit by way of adverse possession. On re-examination he told Court that he had filed an application for substitution which has never been opposed thus allowed by the Court to substitute his later father.

DEFENDANT'S SUBMISSIONS

21. The Defendant submitted that plaintiff's the suit was time barred. That Plaintiff filed the suit in 1996 yet the cause of action arose in 1977. That the present suit was filed after the lapse of 19 years and it has been caught up by the limitations of actions and is time barred. The Defendant submitted that they lay claim on the property by adverse possession. That there was no agreement between the late Geoffrey Njoroge and the Plaintiff extending occupation nor is there evidence on continued payment of rent after 1977. That the Defendants continued occupation was thus adverse and hostile to the Plaintiff. That it cannot be said that the Defendant was in occupation of the suit property with the consent and permission of the Plaintiff. That time began running from 1977 to date.

22. The Defendant concluded by submitting that the occupation by the Defendant has been adverse and that he has satisfied all the requirements for the award of the suit by way of adverse possession. The Defendant asked Court to allow the counterclaim as prayed.

THE DEFENDANT'S CASE (MARGARET NJERI GICHO (ON BEHALF OF THE ESTATE OF JAMES GICHO MAKUMI) IN ELC 266 OF 1996

23. The Defendant filed a defence and counterclaim on 11th June 1996 and prayed for the Plaintiff's suit be dismissed with costs and judgement be entered for the Defendant in the following terms;

a) A declaration that the Defendant has acquired title to the suit premises by adverse possession i.e. PLOT No 2362 Section VI/MN by adverse possession and that the Plaintiff do execute a transfer of the suit premises to the Defendant,

b) Costs,

c) Any other order which this Court may deem fit to grant.

24. The Defendant filed witness statement of Margaret Njeri Gicho on 15th June 2012 who also gave evidence orally. She produced Letters of Administration Ad Litem dated 29th April 2016 to show that she is the legal representative of deceased, the late James Gicho Makumi, the initial Defendant. She also produced a certificate of postal search that showed the Plaintiff was registered owner of the suit property as at 31st May 2016.

25. She stated that the Plaintiff's cause of action accrued from 31st December 1977 when her late father was given notice to vacate the suit premises and he never complied with it. That the suit having been filed on 28th June 1996, 18 years after the cause of action the suit is time barred as per Section 7 of the Limitations of Actions Act. The Defendant also submitted that PW1 stated that the Plaintiff no longer had interest in the suit property as it had been sold to a third party.

26. The Defendant denied being a tenant as alleged by the Plaintiff. That the late James Makumi was notified by the Plaintiff to vacate and give vacant possession on 13th September 1977. That he refused to vacate and further declined to make any further payments to the Plaintiff. The continued possession therefore has been adverse and hostile to the Plaintiff who are the registered owners of the property. That the

family of the deceased has continued to occupy the property exclusively without paying the Plaintiff till date. The Defendant further submitted that the said possession was open and the Plaintiff knew of the same. That the Plaintiff retained their right to assert their proprietary interest over the property in accordance with the law within 12 years, after which their title would be extinguished by operation of the law.

27. The Defendant stated that the filing of **Mombasa HCCC No 545 of 1983** did interrupt adverse possession. That since the Plaintiff did not persist or take further action after filing the suit and had the matter dismissed for want of prosecution, the case cannot be deemed to have interrupted adverse possession. That even if the suit interrupted possession, there is a 12 year gap between 30th May 1983 and the filing of this current suit on 28th June 1996.

28. In conclusion, the Defendant submitted that the transfer of the suit to a third party has no effect to the Defendant's claim for adverse possession.

29. The Plaintiff and Defendants relied on the following cases in their submissions

- i. **ELC No 490 of 2010 Sophie Wanjiku Kimani V Jane Mwhaki Kimani.**
- ii. **ELC No 595 of 2010 Cornelius Nyabuti Mogaka V Fredrick Nyambuti Mogaka.**
- iii. **ELC No 323 of 2017 (O.S) James Maina Kinya V Gerald Kwandaka a.k.a Gerald Michael Kwendeka.**
- iv. **CACA 124 of 2008 M'ikiara M'rinkanya and another V Gilbert Kabeere M'mbijwe and another.**
- v. **Bellamy V Sabine (1857) 1 De J 566.**
- vi. **Mawji V US International University and another (1976) KLR 185.**
- vii. **CACA 122 OF 2001 Samuel Miki Waweru V Jane Njeru Richu.**
- viii. **Wambugu V Njuguna (1983) KLR 172.**
- ix. **Kipketer Togom V Isaac Cipriano (2012) EKLR**
- x. **CACA 73 of 1982 Public Trustee and Beatrice Muthoni V Kamau Wanduru.**

DETERMINATION

30. Taking the pleadings and the evidence adduced together with the submissions rendered, this Court is tasked to determine the following questions:

- i. **Whether the plaintiff has proved that it is entitled to orders of vacant possession and mesne profits as prayed in the plaints; or,**
- ii. **Whether the defendants have proved that their occupation of the suit premises is adverse to the title of the plaintiff for the requisite period hence they are entitled to be declared owners of the suit premises as prayed in the counterclaim.**

31. It is not in dispute that the plaintiff was previously the registered owner of the suit premises. It is also not in dispute that the defendants occupied by virtue of their employment with the plaintiff and the premises as rent paying tenants up to the year 1977. It is also not in dispute that before going into receivership, the plaintiff had charged and taken out debentures over the suit properties. The loan facility was provided by National Bank of Kenya Limited. The documents produced before Court indicated that the 1st debenture was registered on 29th July 1982. From the evidence on record, it is apparent that the loan was never repaid in full and the Bank, as chargee realized the securities to settle the outstanding loan. Consequently, the suit properties were sold to Wanje Holdings Limited in line with the chargee's rights to exercise their power to sell the charged properties. It is not denied therefore that the suit properties are registered in the name of Wanje Holdings Limited.

32. The defendants have not denied that they were in occupation of the suit premises. The defendants also admit that they or their predecessors were rent paying tenants before they stopped paying in or about 1977. In determining whether the plaintiff is entitled to vacant possession, the court has determine whether the defendants claim for adverse possession has been proved.

33. Adverse possession is a question of fact that must be proved by evidence. Further, the law of adverse possession is now settled. Adverse possession has been defined as a method of gaining legal title to real property by the actual, open, hostile and continuous possession of it to the exclusion of the true owner for the period prescribed by state law. The period prescribed by the Limitation of Actions Act Cap 22 Laws of Kenya is twelve (12) years.

34. According to Halsbury's Laws of England, 4th Edition, Volume 28, paragraph 768, no right to recover land accrues unless the land is in the possession of some person in whose favor the period of limitation can run. What constitute such possession is a question of fact and degree. Time begins to run when the true owner ceases to be in possession of his land.

35. In the case of **Kweyu V Omuto (1990)KLR 709**, the Court of Appeal stated that:

“By adverse possession is meant a possession which is hostile under a claim or colour of title, actual, open, uninterrupted, notorious, exclusive and continuous. When such possession is continued for the requisite period (12 years), it confers an indefeasible title upon the possessor. (colour of title is that which a title in appearance but not in reality.) Adverse possession is made out by the co-existence of two distinct ingredients; the first such title as will afford colour; and second, such possession under it as will be adverse to the right of the true owner. The adverse character of the possession must be proved as a fact; it cannot be assumed as a matter of law from mere exclusive possession, however long continued. And the proof must be clear that the party held under a claim of right and with intent to hold adversely. The terms (‘claim or colour of title’) means nothing more than the intention of the dispossessor to appropriate and use the land as his own to the exclusion of all others irrespective of any semblance or shadow of actual title or right. A mere adverse claim to the land for the period required to form the bar is not sufficient. In other words, adverse possession must rest on defacto use and occupation. To make a possession adverse, there must be an entry under a colour of right claiming title hostile to the true owner and the world, and the entry must be followed by the possession and appropriation of the premises to the occupant’s use, done publicly and notoriously.”

36. In **Wambugu V Njuguna (1983) KLR 173**, the Court of Appeal restated those principles when it held inter alia as follows:

i. The general principle is that until the contrary is proved, possession in law follows the right to possess.

ii. In order to acquire by statute of limitation title to land which has a known owner, that owner must have lost his right to the land either by being disposed of it or by having discontinued his possession of it. Dispossession of the proprietor that defeats his title are acts which are inconsistent with his enjoyment of the soil for the purpose for which he intended to use it. The respondent could and did not prove that the appellant had either been dispossessed or had discontinued possession of the suit for a continuous statutory period of twelve years as to entitle him, the respondent, to title and to that land by adverse possession.

iii. The Limitation of Actions Act, on adverse possession contemplates two concepts: dispossession and discontinuance of possession. The proper way of assessing proof of adverse possession would then be whether or not the title holder has been dispossessed or has discontinued his possession for the statutory period and not whether or not the claimant has proved that he has been in possession for the requisite number of years.

iv. Where the claimant is in exclusive possession of the land with leave and licence of the appellant in pursuance to a valid sale agreement, the possession becomes adverse and time begins to run at the time the licence is determined. Prior to the determination of licence the occupation is not adverse but with permission. The occupation can only be either with permission or adverse; the two concepts cannot co-exist. The respondent occupied the suit land originally under an agreement of sale of land being a licence from the appellant, although the respondent’s possession was exclusive and continuous but was not adverse; it only became adverse after the licence was determined.

v. The rule of ‘permissive possession’ is that possession does not become adverse before the end of the period during which the possessor is permitted to occupy the land. For the respondent’s claim for adverse possession to succeed, he must have an effective right to make entry and recover possession. He could not have that effective right because the occupation was under a contract, or licence, which had been determined.

vi. Adverse possession means that a person is in possession, in whose favour time can run. Not all persons in possession can have time run in their favour. For example, time can run in favour of a tenant at will by virtue of Section 12 of the Limitation of Actions Act but time cannot run in favour of a licensee. A licensee therefore has no adverse possession (Hughes V Griffin (1996) 1 WLR 23).”

37. The ingredient were recently discussed by the Court of Appeal in the case of **Mtana Lewa V Kahindi Ngala Mwangandi (2015) eKLR** where Makhandia, JA stated as follows:

“Adverse possession is essentially a situation where a person takes possession of land and asserts rights over it and the person having title to it omits or neglects to take action against such person as assertion of his title for a certain period, in Kenya its twelve (12) years. The process springs from action essentially prerequisites being that the possession of the adverse possessor is neither by force or stealth not under the licence of the owner. It must be adequate in continuity, in public and in extent to show that possession is adverse to the title owner.”

38. Are the defendants entitled to the suit premises by virtue of adverse possession? It is not disputed that the defendants, or their predecessors in title, came into the suit premises by virtue of their employment with the plaintiff and were paying rent to the plaintiff. Although the defendants state that they stopped paying rent sometime in the year 1977, there was no evidence adduced when the tenancy expired. In my considered view, the defendants continued in possession of the suit premises as rent paying tenants, although they stopped paying the requisite rent. From the evidence on record, it is clear that the defendants took possession of the suit premises under the licence of the owner by virtue of their employment and as rent paying tenants. Their occupation and possession was with the leave and licence of the plaintiff. Since there was no evidence tendered as to when, if at all the tenancy ended, the rule on permissive possession cannot be said to have become adverse simply by refusal to continue paying rent. There was no material presented before court to show that the tenancy was determined. It cannot therefore be said that the defendants’ possession was hostile to the registered owner.

39. It is also trite law that where an employee is in possession of land or house by virtue of employment, he cannot seek to have that land or house by way of adverse possession. This was the decision in **Delamere Estate V Ndugu Njai & Others (2006) eKLR**, and **Wellington**

Lusweti Barasa & 75 others V Lauders Limited 7 Another (2014) eKLR, where it was held that:-

“If a person is an employee of another party and by virtue of his employment he is allowed to reside on his employer’s property, his entry and occupation thereon is not adverse to his employer’s rights because he entered therein with permission of his employer”

40. Similarly, a person who occupies as licence cannot claim land by dint of the doctrine of adverse possession. This was settled in the case of **Hughes V Griffin (1969) All ER 460** where it was held that a licence or tenant at will, does not have a time running in his favour, for purpose of a claim for adverse possession.

41. Further, it is trite that the charge over the suit property gave the National Bank of Kenya the first ranking which they have already chosen and exercised. The bank having exercised their power of sale within the law, and Wanje Holdings Limited being an innocent purchaser for value without notice, its title and interest are indefeasible. Since the defendants have not succeeded in their claim of ownership of the suit properties by way of adverse possession, they are essentially still rent paying tenants in arrears. The plaintiff no doubt is entitled to the prayers sought in the plaint.

42. On whether the plaintiff is entitled to Mesne profits from 1st November 1983 until delivery of vacant possession, Civil Procedure Act Section 2 defines Mesne profits in relation to property to mean:

“Those profits which the person in wrongful possession of such property actually received or might with ordinary diligence have received therefrom, together with interest on such profits, but does not include profits due to improvements made by the person in wrongful possession”

The Court of Appeal in **Mistry Valji v Janendra Raichand & 2 others [2016] eKLR** stated:

“Measure for mesne profit was described in the Privy Council decision in Invergue Investments v Hacketh (1995) 3 All ER 842 cited with approval in the Kenya Hotel Property Ltd case (supra) as follows:

“This is form of an ordinary claim for mesne profit, that is to say, a claim for damages for trespass to land....The question for decision is the appropriate measure of damages.”

The Privy Council observed that that measure of damages must be reasonable rent. The usual practice is to assess mesne profits down to the date when possession is given.

43. I take note of the Valuation report prepared by Paul Wambua dated 6th March 2001 which valued the suit property at Kshs 4,900,000/=. However the report does not quote a fair market value rent monetary value that would have been the rent payable by the defendants to the plaintiff. In the case of **Rajan Shah T/A Rajan S. Shah & Partners v Bipin P. Shah [2016] eKLR**, Mativo J held that:

“The term ‘mesne profits’ relates to the damages or compensation recoverable from a person who has been in wrongful possession of immovable property. The Mesne profits are nothing but a compensation that a person in the unlawful possession of others property has to pay for such wrongful occupation to the owner of the property. It is settled principle of law that wrongful possession is the very essence of a claim for mesne profits and the very foundation of the unlawful possessor’s liability therefore. As a rule, therefore, liability to pay mesne profits goes with actual possession of the land. That is to say, generally, the person in wrongful possession and enjoyment of the immovable property is liable for mesne profits. Mesne profits are awarded in place of rents, where the tenant remains in possession after the tenancy agreement has run out or been duly determined. A landlord claiming for mesne profits is claiming for the profits intermediate from the date the tenant ought to have given up possession and the date he actually gives up possession.”

44. The plaintiff is entitled to the rent it could have earned from the suit premises had the defendants been paying rent. The tenancy agreement between the plaintiff and defendants has not been amended nor has it been terminated by either party. Therefore the mesne profit should be calculated with the amount that the defendants paid as at the time of taking possession.

45. I accordingly enter judgment for Kenatco Transport Company Limited (in receivership) against the Samuel Gikaru Njoroge and Margaret Njeri Gicho in both ELC 265 of 1996 and ELC 266 of 1996 only to the extent of the following orders:

i. That Samuel Gikaru Njoroge and Margaret Njeri Gicho and/or their agents and servants shall within 60 days of the date of this judgment vacate the parcel of land known as L.R. No. MN/VI/2360 and MN/VI/2362. Upon default the registered proprietors of the suit property shall be at liberty to evict Samuel Gikaru Njoroge and Margaret Njeri Gicho and/or their agents and servants, and eviction orders to issue.

ii. Mesne profits are awarded to the plaintiff against the defendants from 1st November 1983 at a flat rent rate of Kshs 800 per month until date of this judgement and until vacant possession is given.

iii. That the prayers sought by Samuel Gikaru Njoroge and Margaret Njeri Gicho in their counterclaim in ELC 265/1996 and ELC 266/1995 respectively are dismissed.

iv. Costs of the consolidated suits are awarded to the plaintiff to be borne by the defendants jointly and severally.

DATED, SIGNED and DELIVERED at MOMBASA this 11th day of February, 2021

C.K. YANO

JUDGE

IN THE PRESENCE OF:

Yumna Court Assistant

C.K. YANO

JUDGE