



**Gabriel v Omodo (Environmental and Land Originating Summons
E004 of 2022) [2025] KEELC 371 (KLR) (6 February 2025) (Judgment)**

Neutral citation: [2025] KEELC 371 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT BUSIA
ENVIRONMENTAL AND LAND ORIGINATING SUMMONS E004 OF 2022**

BN OLAO, J

FEBRUARY 6, 2025

BETWEEN

LONGINUS AKORE GABRIEL PLAINTIFF

AND

JULIUS EGESA OMODO DEFENDANT

JUDGMENT

1. Longinus Akore Gabriel (the Plaintiff herein) moved to this Court vide his Originating Summons dated 18th February 2022 and filed on the same day. He impleaded Julius Egesa Omodo (the Defendant herein) claiming to have acquired a portion of land measuring 5 acres out of the land parcel No Bukhayo/Bugengi/17548 (the suit land). He asked this Court to determine the following questions:
 1. Whether the Plaintiff has been in open and notorious possession of a portion of land measuring 5 acres comprised in the land parcel No Bukhayo/Bugengi/17548 for a period exceeding 12 years.
 2. Whether the Defendant's title to a portion of the land parcel No Bukhayo/Bugengi/17548 measuring 5 acres has become extinguished upon the expiry of 12 years from the time the Plaintiff went into possession of the said land.
 3. Whether the Plaintiff has now acquired title to the said land by virtue of adverse possession.
 4. Whether the registration of the Defendant as owner of the land parcel No Bukhayo/Bugengi/17548 should be cancelled and the Plaintiff be registered as owner of a portion measuring 5 acres out of the said parcel of land.
 5. Whether the Defendant should sign all the relevant transfer documents to enable the Plaintiff acquire the land parcel No Bukhayo/Bugengi/17548.
 6. Who should pay the costs.



Arising out of the determination of the above issues, the Plaintiff sought judgment against the Defendant as follows:

1. That the Defendant's right over a portion of the land parcel No Bukhayo/Bugengi/17548 measuring 5 acres got extinguished by adverse possession upon expiry of 12 years from the date the Plaintiff came into possession.
2. That the Defendant be perpetually barred from taking or using a portion of the land parcel No Bukhayo/Bugengi/17548 measuring 5 acres which has been in possession of the Plaintiff from 1986 to date.
3. That the Plaintiff be registered as the proprietor of the land parcel No Bukhayo/Bugengi/17548.
4. That the Defendant do execute all the relevant documents to facilitate the sub-division and transfer of a portion of the land parcel No Bukhayo/Bugengi/17548 measuring 5 acres in the name of the Plaintiff and that in default, the Deputy Registrar do execute the same in place of the Defendant.
5. That the Defendant do pay the costs of this case.

In support of his claim, the Plaintiff filed a supporting affidavit dated 18th February 2022 and a further affidavit dated 21st November 2022.

2. In the supporting affidavit dated 18th February 2022, the Plaintiff averred, inter alia, that the suit land is registered in the name of the Defendant but that in or about 1980, he purchased a portion thereof from the Defendant's father Simon Egesa Omodo measuring 5 acres at a consideration of Kshs.7,000 and took vacant possession thereof. That in 1996 following negotiations with the said Simon Egesa Omodo, that portion was reduced to 22 strides by 13 strides at a consideration of Kshs.50,000 and it was demarcated on the ground and boundary features were planted. Sale agreements were executed on both occasions.
3. In 2019, the Defendant colluded with other family members to take away his portion of land which he had occupied for 40 years through dubious means He complained to the Chief who gave him a letter. That he is in possession of a portion of the suit land measuring 5 acres which he is utilizing to grow food crops yet the Defendant did succession, ignored his interest and registered the whole suit land in his name yet the Plaintiff has occupied his portion peacefully, continuously and without any interruption for a period exceeding 12 years and all the neighbours and friends know that the said portion is his property.
4. In his further affidavit dated 21st November 2022, the Plaintiff depones that one Nicholas Ouma Omodo the previous Administrator to the Estate of the late Omodo Omieno Egesa had filed an affidavit in support of the application for Grant of Letters of Administration in Succession Cause No 87 of 1998 and had listed him as a beneficiary. That even the area chief had called a meeting on 30th January 2019 after which he wrote a letter confirming that the Plaintiff was in possession of the suit land having purchased it from the Defendant's father in 1980.
5. The Plaintiff filed a list of documents dated 18th February 2022 containing the following:
 1. Copy of his Identify Card.
 2. Copy of the Register for the land parcel No Bukhayo/Bugengi/17548.



3. Copy of a land sale agreement dated 1980 between the Plaintiff and Simon Egesa Omodo for 8 acres.
4. Copy of sale agreement dated 27th April 1996 between the Plaintiff and Simon Egesa Omodo for a portion of land measuring 22 strides by 13 strides at Kshs.50,000.
5. Copy of chief's letter dated 30th January 2019.
6. The Plaintiff also annexed to his further affidavit the following documents:
 1. Several photographs.
 2. Petition for Grant of Letters of Administration in Succession Cause NO 87 of 1998.
7. In support of his Originating Summons, the Plaintiff filed statements of the following witness:
 1. Susan Makokha Nabwoba (PW2).
 2. Romano Okumu Mbingi (pw3)
 3. John Makokha Mugeni (pw4) And
 4. Edwin Opiyo (pw5)
8. In her statement dated 18th February 2022, SUSAN NABWOBA MAKOKHA (PW2) who is the Plaintiff's wife, states that she was a witness when the Plaintiff purchased land in 1980 from the Defendant's father and immediately started cultivating it. Later, she learnt that the Defendant had registered the whole land in his name. That the Plaintiff has been in open and peaceful occupation of the suit land to date.
9. Romano Okumu Mbingi (PW3) also signed a statement dated 18th February 2022 in which he states that he is a neighbour to the Plaintiff since 1980 when the Plaintiff purchased 8 acres of land from the Defendant's father Simon Egesa Omodo. Then in 1986, he was a witness when the land was reduced to 22 strides by 13 strides which is approximately 5 acres at a consideration of Kshs.50,000. That portion was demarcated on the ground and the boundary was planted. Later, he learnt that the Defendant who is a son to Simon Egesa Omodo had been registered as the proprietor of the land yet the whole location knows it belongs to the Plaintiff and his family who have been utilizing it openly, continuously and un-interrupted.
10. John Makokha Mugeni (PW4) also recorded a statement dated 18th February 2022. He too is a neighbour to the Plaintiff and states that in 1980, he was a witness when the Plaintiff purchased land from the Defendant's father and immediately started cultivating it. He has continued to do so to date to the exclusion of everyone else openly and peacefully. Later, he learnt that the Defendant had registered the whole land in his name.
11. EDWIN OPIYO (PW5) recorded his statement on 21st November 2022. He is a nephew to the late Simon Egesa Omodo and states that in 1980, the Plaintiff purchased a portion of the suit land from the late Simon Egesa Omodo which was then registered in the name of OMODO OMIENO. That the Plaintiff took possession in 1986 and by the time Simon Egesa Omodo died in 1996, the Plaintiff was still in possession of the land.
12. That in 2019 when succession was done, the Defendant was to give the Plaintiff his portion but instead, he started demanding the current purchase price from the Plaintiff. That the Plaintiff has since 1986 been utilizing the suit land by planting trees. It is in the interest of justice that the Plaintiff be given his portion of the suit land which he has been occupying.



13. In response to the Originating Summons, the Defendant filed a replying affidavit dated 30th August 2022 and a further affidavit dated 23rd November 2022. He also filed statements of his witness Patrick Barasa Ongoma (DW2) dated 4th August 2022 and Kennedy Oduor Akhungu (DW3) dated 23rd November 2022.
14. In his replying affidavit dated 30th August 2022, the Defendant confirmed that he is the registered proprietor of the suit land since 13th April 2021 the same being a sub-division from the land parcel No Bukhayo/Bugengi/424 then registered in the name of Nicholas Ouma Omodo and 6 others on 6th August 2020. That in 1980 and 1996, the suit land did not exist and therefore no portion of it could even be sold to any person including the Plaintiff. Further that he did not own the suit land prior to 13th April 2021 and therefore no claim of adverse possession can be filed against him. That he acquired the suit land by way of transmission vide BUSIA HIGH COURT SUCCESSION CAUSE NO 87 of 1998 from the Estate of his father OMODO EGESA alias OMODO OMIENO EGESA. In any event, the Plaintiff could not have purchased the suit land from the Defendant's father in 1980 or 1996 since the said OMODO EGESA alias OMODO OMIENO EGESA alias Simon Egesa Omodo died on 16th November 1969. The Defendant is the one in possession of the suit land and the Plaintiff has never occupied nor taken possession of the same for a period of 12 years or at all. His claim of adverse possession is a non-starter, far-fetched and has no factual or legal basis and the Originating Summons should be dismissed with costs.
15. In his further affidavit dated 23rd November 2022, the Defendant has added that he, BARASA ONGOMA PATRICK and HEMELDAH NABWIRE OPIYO lodged a summons for the revocation of the Grant issued to NICHOLAS OUMA EMODO in BUSIA CMCC SUCCESSION CAUSE NO 87 of 1998 which application was allowed and an amended grant was issued. That the Defendant first constructed his house on the suit land in 2002 when it was still part of the land parcel No Bukhayo/Bugengi/424 and later constructed a grass-thatched house in 2012 and a semi-permanent house in 2017. Then in 2016 and 2017, he commenced the construction of permanent premises with the intention of renting them out. That the revocation of Grant was allowed because the then Administrator NICHOLAS OUMA OMODO had included strangers in the succession proceedings including the Plaintiff herein and had left out the rightful beneficiaries.
16. PATRICK BARASA ONGOMA (DW2) states in his statement dated 4th August 2022 that he is a brother to the Defendant and that the suit land was created from the original land parcel No Bukhayo/Bugengi/424 which the Defendant acquired through transmission. That the Plaintiff has never used, occupied or taken possession of the suit land nor a portion of the original land and neither did he purchase it. Instead, it is the Defendant who has been ploughing and planting maize on it and so it belongs to him.
17. KENNEDY ODUOR AKHUNGU (DW3) recorded a statement dated 23rd November 2022 in which he confirms that he knows the parties herein but denied that the Plaintiff had purchased the suit land or a portion thereof from the Defendant or the Defendant's father OMODO OMIENO EGESA. The Defendant acquired the suit land through transmission and the Plaintiff only started using it in 2021 with the Defendant's authority. That is the Defendant who has developed homestead thereon and the Plaintiff has not used it for over 12 years and therefore has no interest or right, adverse or otherwise on the suit land.
18. The Defendant filed the following documents annexed to his replying affidavit dated 30th August 2022 and further affidavit dated 23rd November 2022:



1. Copy of the register to the land parcel No Bukhayo/Bugengi/17548 registered in his name on 13th April 2021 with a Caution by the Plaintiff as a purchaser.
 2. Copy of the title deed to the land parcel No Bukhayo/Bugengi/17548 registered in his name on 13th April 2021.
 3. Copy of Certificate of Official Search for the land parcel No Bukhayo/Bugengi/424.
 4. Copy of amended Grant of Letters of Administration issued to NICHOLAS OUMA OMODO, JULIUS EGESA OMODO, BARASA ONGOMA PATRICK, HEMELDA NABWIRE MUGENI and EDWIN OPIYO as Administrator of the Estate of OMODO OMIENO EGESA in Busia High Court Succession Cause NO 87 of 1998 on 25th September 2019.
 5. Three (3) photographs.
 6. Summons for revocation of Grant issued to NICHOLAS OUMA EMODO.
 7. Copy of Confirmed Grant issued on 25th February 2020 to JULIUS EGESA OMODO, BARASA ONGOMA PATRICK, HEMELDAH NABWIRE MUGENI and EDWIN OPIYO in Busia High Court Succession Case NO 87 of 1998.
 8. Copy of Certificate of death for OMODO OMIENO EGESA.
19. The hearing commenced on 21st September 2023 and ended on 24th April 2024 when the Defendant closed his case. The parties and their witnesses adopted as their testimony the contents of their affidavits and statements which I have summarized above. They also produced as their documentary evidence the documents filed herein.
 20. Submissions were thereafter filed both by MR OUMA instructed by the firm of B. M. OUMA & COMPANY ADVOCATES for the Plaintiff and by MR WERE instructed by the firm of GABRIEL FWAYA ADVOCATES for the Defendant.
 21. I have considered the evidence by the parties and the submissions by counsel.
 22. Section 38 (1) of the *Limitation of Actions Act* allows a party to apply to the Court to be registered as proprietor of land by way of adverse possession. It reads:

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- (1) “Where a person claims to have become entitled by adverse possession to land registered under any of the Acts cited in section 37 of this Act, or land comprised in a lease registered under any of those Acts, he may apply to the High Court for an order that he be registered as the proprietor of the land or lease in place of the person then registered as proprietor of the land.”

Section 7 of the same Act provides that:

“An action may not be brought by any person to recover land after the end of twelve years from the date on which the right of action accrued to him or, if it first accrued to some person through whom he claims, to that person.”

Section 13 (1) of the same Act reads:

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- (1) “A right of action to recover land does not accrue unless the land is in the possession of some person in whose favour the period of limitation can run (which possession is in this Act referred to as adverse possession), and, where under sections 9, 10, 11 and 12 of this Act a right of action to recover land accrues on a certain date and no person is in adverse possession on that date, a right of action does not accrue unless and until some person takes adverse possession of the land.”

Finally, Section 17 of the same Act reads:

- 17: “Subject to section 18 of this Act, at the expiration of the period prescribed by this Act for a person to bring an action to recover land (including a redemption action), the title of that person to the land is extinguished.”

The effect of the relevant provisions of Sections 7, 13 and 17 of the *Limitation of Actions Act* is to extinguish the title of the proprietor of land in favour of an adverse possessor of the same at the expiry of 12 years of the adverse possession – BENJAMIN KAMAU & OTHERS -V- GLADYS NJERI C.A. CIVIL APPEAL NO 2136 of 1996.

23. In the case of KASUVE -V- MWAANI INVESTMENTS LTD & OTHERS 2004 1 KLR 184, the Court of Appeal set out what a party claiming land by way of adverse possession must prove. It said:

“And in order to be entitled to the land by adverse possession the claimant must prove that he has been in exclusive possession of the land openly and as of right and without interruption for a period of 12 years either after dispossessing the owner or by the discontinuation of possession by the owner on his own volition – WANJE V SAIKWA (NO 2) [1984] KLR 284. A title by adverse possession can be acquired under *Limitation of Actions Act* for a part of the land and the mere change of ownership of the land which is occupied by another under adverse possession does not interrupt such person’s adverse possession.”

And in *MTANA LEWA -V- KAHINDI NGALA MWAGANDI C.A. CIVIL APPEAL NO 56 of 2014* [2015 eKLR], it was stated thus:

“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 in assertion of his title for a certain period, in Kenya, is twelve (12) years. The process springs into action essentially by default or inaction of the owner. The essential prerequisites being that the possession of the adverse possessor is neither by force or stealth or under the license of the owner. It must be adequate in continuity, in publicity and in extent to show that possession is adverse to the title owner. This doctrine in Kenya is embodied in Section 7 of the *Limitation of Actions Act* ...”

24. The Plaintiff’s case is that he is entitled to a portion measuring 5 acres out of the suit land by way of adverse possession and he should therefore be registered as the owner thereof in the place of the Defendant. The basis of his claims is that he purchased the said 5 acres from Simon Egesa Omodo the Defendant’s father vide a sale agreement executed on or about 1980 at a consideration of Kshs.7,000 and that he took possession of the said portion today. That is as per paragraph 5 of his supporting affidavit dated 18th February 2022. In paragraph 6 of the same affidavit, he has deponed that in or about 1996, he and the said Simon Egesa Omodo re-negotiated and the land was reduced to 22 strides by 13 strides at a consideration of Kshs.50,000. The Defendant’s response is that in fact his father OMODO EGESA alias OMODO OMIENO EGESA alias SIMON EGESA could not have sold the Plaintiff any land since he died on 16th November 1969. A copy of the death certificate has been produced showing



that indeed the said OMODO OMIENO EGESA died aged 82 years on 16th November 1969. The Defendant added that he is the one in actual occupation and possession of the suit land and that the Plaintiff has never utilized it for over 12 years or at all. When the Plaintiff was cross-examined by MR WERE on 21st September 2023, this is what he said about the occupation of the suit land:

“It is true that by the time I purchased the land, the owner of the land was already deceased. I have not sued Simon Egesa Omodo. I have sued JULIUS OMODO. It is the said JULIUS EGESA OMODO who lives on the land but I plough it. I can see 3 photographs annexed to the Defendant’s replying affidavit dated 23rd November 2022. The home in the 1st photograph shows the land belongs to SIMON OMODO.”

When the plenary hearing resumed on 19th December 2023, the Plaintiff continued to state in further cross-examination by MR WERE as follows:

“I can see the 5th photograph in the replying affidavit of the Defendant. The house which you have shown me belongs to the Defendant. The grass-thatched home belongs to the Defendant’s mother. It is the kitchen of the Defendant’s mother. The home which is incomplete also belongs to the Defendant.”

25. When the Plaintiff’s own witnesses were cross-examined on the same issue, they confirmed that the houses in the photographs produced herein belong to the Defendant. This is what ROMANO OKUMU MBINGI (PW2) who is a village elder to the parties said in cross-examination by MR WERE:

“I can see the photograph marked JE-3. It shows the home of SIMON OMODO. I can identify the photographs marked JE-4 and JE-5. There are two houses. The iron sheet house belongs to RISPA and the grass thatched house is for the Defendant.”

JOHN MAKOKHA MUGENI (PW4) similarly confirmed the same. In cross-examination by MR WERE he too had the following to say:

“I can see the photographs marked JE-4 and 5. The semi-permanent house belongs to the Defendant’s mother. It is on the Defendant’s land. The grass-thatched house belongs to the Defendant’s mother. It is also on the Defendant’s land.”

Finally, EDWIN OPIYO (PW5) who was the Plaintiff’s last witness also said in cross-examination that:

“I can see the photograph that is named JE-3. The grass house belongs to the mother of the Defendant. My home is about 150 metres from the land in dispute. The Plaintiff has his land. It is in his names.”

It is therefore clear both from the Plaintiff’s own testimony and that of his witnesses that he is not in occupation or possession of the suit land as alleged. On that basis alone, his suit is for dismissal.

26. But that is not all. He has produced, as part of his documentary evidence, two land sale agreements as evidence of how he entered the suit land as a purchaser. The first agreement is not dated but the year shows it to have been executed in 1980 between him and Simon Egesa Omodo for a portion measuring 8 acres out of the land parcel No Bukhayo/Bugengi/424. In his supporting affidavit at paragraph 5, he has deponed that in 1980, he purchased a portion measuring 5 acres from Simon Egesa Omodo. There is a discrepancy as to how much land he actually purchased. A party claiming land by adverse possession must be able to identify with certainty, the size of the land which he claims. In the subsequent sale



agreement dated 27th April 1996, it is stated therein that the sale was for a reduced parcel of land measuring 22 strides by 13 strides. If the land size was reduced, he cannot now legitimately lay a claim to 5 acres. In the case of GATIMU KINGURU -V- MUYA GATHANGI 1976 KLR 253, it was held that the land or portion being claimed must be definitely identifiable with clear boundaries. The Plaintiff is obviously groping in the dark.

27. Both agreements also clearly indicate that the Plaintiff did not fully pay the whole of the purchase price. In the undated agreement but which is purported to have been executed in 1980, it is stated that:

“Take notice that MR Simon Egesa Omodo has agreed to sell and MR LONGINUS OKORE GABRIRE (sic) has agreed to buy a piece or parcel of land known as BUKHAYO/BUGENGI/424 measuring about 8 acres for an agreed purchase price of Kshs.7,000 and that MR Simon Egesa Omodo has received Kshs.3,000 from the said purchaser MR LONGINUS AKORE GABRIRE (sic) leaving a balance of Kshs.4,000 to be paid later on transfer.”

In the subsequent agreement dated 27th April 1996, it reads:

“I, Simon Egesa Omodo ID NO 0109256/6 agree willingly sell a piece of land measuring 22 strides near the road and low side 13 strides to MR LONGINUS AKORE GABRIEL I/D NO 1228231/64 at the value of Kshs.50,000 paid Kshs.33,000 balance 17,000.”

There is no evidence that the balances of Kshs.4,000 from the un-dated agreement alleged to have been executed in 1980 or the balance of Kshs.17,000 from the agreement dated 27th April 1996 were ever paid. A purchaser claiming land by way of adverse possession must be able to prove that he paid the full purchase price. In the case of PUBLIC TRUSTEE -V- WANDURU 1984 KLR 314 at page 319, MADAN JA (as he then was) citing English authorities where the Section 10(1) of the English *Limitation of Actions Act* similar to our Section 7 of the *Limitation of Actions Act* was being considered said:

“A person in possession of the land purchased, after having paid the purchase price is a person in whose favour the period of limitation can run ...”

That decision has been followed by many Courts including in the case of PETER MBIRI MICHUKI -V- SAMUEL MUGO MICHUKI 2014 eKLR. In this case, and as is already now clear, the Plaintiff is not in occupation or possession of the land claimed but further, he did not even fully pay the purchase price. Therefore, the period of limitation cannot run in his favour. In any case, and it is not disputed, the said OMODO EGESA alias OMODO OMIENO EGESA alias Simon Egesa Omodo who the Plaintiff alleges to have sold the land in dispute to him in 1980 and 1996 actually died on 16th November 1969 as per the death certificate produced herein. That is evidence of stealth. For a claim to be upheld, the possession must neither be by force or stealth – MTANA LEWA -V- KAHINDI NGALA MWAGANDI (supra).

28. On that basis again, the Plaintiff's suit must fail.
29. Finally, MR OUMA counsel for the Plaintiff made a spirited submission urging this Court to find in favour of his client on the basis of constructive trust. This is what counsel submitted in the last



paragraph of his submission after citing the case of TWALIB HATAYAN TWALIB HATAYAN & ANOTHER -V- SAID SAGGAR AL HEIDY 2015 eKLR:

“Your Lordship one will not (sic) that the imposition of a constructive trust is thus meant to guard against unjust enrichment and we urge you to find so. The Respondent admitted that his uncle NICHOLAS OMODO filed Succession cause NO 87 of 1998 and in his affidavit dated 31st December 1998, NICHOLAS OUMA OMODO acknowledged the Applicant as a liability on the Estate of his father which composed (sic) of BUKHAYO/BUGENGI/424 which has now upon sub-division has led to inter alia BUKHAYO/BUGENGI/17548 measuring 3.3 hectares. Therefore, the Respondent taking the whole 3.3 ha including 5 acres for the Applicant is unjust enrichment.”

So persuasive was that submission based on a constructive trust. However, it became necessary for me to call for BUSIA HIGH COURT SUCCESSION CAUSE FILE NO 87 of 1998 which had since been transferred to KAKAMEGA HIGH COURT Archives for my perusal since the documents filed herein were not complete. Upon perusal of that file, I discovered that whereas it is correct that NICHOLAS OUMA OMODO had indeed signed an affidavit dated 31st December 1998 in support of a Petition for Letters of Administration intestate in respect to the Estate of OMODO OMIENO in BUSIA HIGH COURT SUCCESSION CAUSE NO 87 of 1998, in which the Plaintiff was named as a liability of 7 acres out of the land parcel No Bukhayo/Bugengi/424, the resultant Grant of Letters of Administration issued to the said NICHOLAS OUMA OMODO on 4th October 1999 was revoked and annulled by KIARIE J on 25th September 2019. The subsequent confirmed Grant signed by the same Judge on 6th March 2020 did not include the Plaintiff as a beneficiary in the distribution of the land parcel No Bukhayo/Bugengi/424. It follows therefore that any interest which the Plaintiff may have been able to lay a claim on through the succession process in BUSIA HIGH COURT SUCCESSION CAUSE NO hit a cul de sac. Therefore, the very noble principles enunciated in the case of TWALIB HATAYAN TWALIB HATAYAN & ANOTHER -V- SAID SAGGAR AL HEIDY (supra) cannot, unfortunately, come to the aid of the Plaintiff in this case.

30. It is clear therefore that the Plaintiffs claim to the suit land either by way of adverse possession or through a constructive trust must fail.
31. The up-shot of all the above is that having considered the evidence by both parties, this Court makes the following disposal orders:
 1. The Plaintiff's suit is dismissed.
 2. Costs to the Defendant.

BOAZ N. OLAO

JUDGE

6TH FEBRUARY 2025

JUDGMENT DATED, SIGNED AND DELIVERED BY WAY OF ELECTRONIC MAIL ON THIS 6TH DAY OF FEBRUARY 2025 WITH NOTICE TO THE PARTIES.

Right of Appeal

BOAZ N. OLAO

JUDGE

6TH FEBRUARY 2025

