



**Rachael Wangari t/a City Oil Ltd v Waweru & another (Environment & Land Case 934 of 2015) [2024] KEELC 617 (KLR) (8 February 2024) (Judgment)**

Neutral citation: [2024] KEELC 617 (KLR)

**REPUBLIC OF KENYA  
IN THE ENVIRONMENT AND LAND COURT AT NAIROBI  
ENVIRONMENT & LAND CASE 934 OF 2015**

**MD MWANGI, J  
FEBRUARY 8, 2024**

**BETWEEN**

**RACHAEL WANGARI T/A CITY OIL LTD ..... PLAINTIFF**

**AND**

**NICHOLAS KAMAU WAWERU ..... 1<sup>ST</sup> DEFENDANT**

**WAIYAKI WAY DEVELOPERS LTD ..... 2<sup>ND</sup> DEFENDANT**

**JUDGMENT**

1. The Plaintiff in this case alleges that she was a tenant of the 1<sup>st</sup> Defendant on his Parcel of land known as L.R No. Kangemi/dagoretti/1326 situated along Waiyaki Way occupying a space measuring approximately 24 feet X 38 feet on which she operated a Petrol Station (hereinafter referred to as ‘the suit premises’). She had entered into a tenancy agreement with the 1<sup>st</sup> Defendant for a period of 15 years with effect from 1<sup>st</sup> August, 2001. Her case was that she put up a Petrol Station which was in operation from 1<sup>st</sup> August, 2001 to 3<sup>rd</sup> October 2015. As at 30<sup>th</sup> September, 2015, the Plaintiff asserts that she had fully paid rent to the 1<sup>st</sup> Defendant and intended to continue doing so in accordance with the tenancy agreement until the expiry of the lease on 31<sup>st</sup> July, 2016.

**The Plaintiff’s Case**

2. The Plaintiff’s case is that, despite the existence of a valid tenancy agreement, the 1<sup>st</sup> Defendant leased and or sold the Suit premises to the 2<sup>nd</sup> Defendant in breach of the terms of the tenancy agreement between them. The Plaintiff further avers that on or about 3<sup>rd</sup> October, 2015, the Defendants by themselves, their servants or agents, forcefully evicted her from the suit premises, in the process destroying her property to the tune of Kshs. 2,300,000/= . She has particularized the loose assets allegedly destroyed at Paragraph 10 of her amended plaint.



3. The Plaintiff accuses the 1<sup>st</sup> Defendant of breach of contract as particularized at Paragraph 10 of the amended plaint. She accuses the 2<sup>nd</sup> Defendant of malice particulars whereof are particularized at paragraph 10 of the amended plaint.
4. The Plaintiff claims loss and damage totaling to Kshs. 61,570,000/= which has been tabulated at Paragraph 11 of the amended plaint.
5. The Plaintiff's claim as against the Defendants is for: -
  - a. A declaration that the lease agreement between the Plaintiff and the 1<sup>st</sup> Defendant was legally valid.
  - b. A declaration that the Notices dated 15<sup>th</sup> June, 2015 and 10<sup>th</sup> September, 2015 and 10<sup>th</sup> September, 2015 are un-procedural, invalid, null and void.
  - c. A declaration that the Defendants lacked capacity to determine/terminate the Plaintiff's tenancy on account of the Notices dated 15<sup>th</sup> June, 2015 and 10<sup>th</sup> September, 2015 until the expiry date of the lease on 31<sup>st</sup> July, 2016.
  - d. An injunction be issued restraining the Defendants either by themselves, their agents or servants and/or any other person whomsoever and however from any manner erecting or continuing to erect construct and/or put up any structure on the tenancy premises known as Kangemi/dagoretti/1326 situated at NITD-Kabete along Waiyaki Way leased by Plaintiff.
  - e. Special damages at Kshs. 9,570,000/=
  - f. Kshs. 90,000/=
  - g. Loss of Revenue from fuel sales at Kshs. 5,200,000/= per month for the remainder of the lease period of 10 months at Kshs. 52,000,000/=
  - h. General damages for breach of contract
    - i. Interest on (e), (f) and (g) above
  - j. Cost of the suit and incidentals be provided
  - k. Any other relief that the Honorable Court deems fit and just to grant in the circumstances.

### **Response by the 1<sup>st</sup> Defendant**

6. The 1<sup>st</sup> Defendant filed a statement of Defence dated 8<sup>th</sup> March 2021 denying the Plaintiff's claim in its entirety. The 1<sup>st</sup> Defendant asserted that no cause of action accrued against him since he had sold the land and transferred it on 13<sup>th</sup> August, 2015, whereas the alleged cause of action arose on 30<sup>th</sup> September, 2015.
7. Further, the 1<sup>st</sup> Defendant alleged that the Plaintiff was a stranger to him. He denied signing a lease agreement with the Plaintiff. He alleged that he had instead signed one with the Plaintiff's husband, one Charles Mwangi Kirigwi for a term of 10 years; not 15 years as claimed by the Plaintiff. He alleged that the lease/tenancy agreement exhibited by the Plaintiff was a forgery.
8. The 1<sup>st</sup> Defendant further alleged that the suit as filed by the Plaintiff was incurably defective as it had been brought on behalf of a Limited Liability Company which is capable of suing in its own name.



### **Response by the 2<sup>nd</sup> Defendant**

9. While denying the Plaintiff's claim in its entirety, the 2<sup>nd</sup> Defendant alleged that there is no property known as Title No. Kangemi/Dagoretti/1326 as pleaded by the Plaintiff. The 2<sup>nd</sup> Defendant denied that the transfer of the suit premises from the 1<sup>st</sup> to the 2<sup>nd</sup> Defendant violated any agreement putting the Plaintiff to strict proof.
10. Further, the 2<sup>nd</sup> Defendant asserted that the transfer of the suit premises by the 1<sup>st</sup> Plaintiff to itself was free from any encumbrances and it was the obligation of the 1<sup>st</sup> Defendant to deliver vacant possession to the 2<sup>nd</sup> Defendant which was done in accordance with the shareholders' agreement dated 28<sup>th</sup> July, 2015 between Nicholas Kamanu Waweru, the 1<sup>st</sup> Defendant and Waiyaki Way Developers Ltd, the 2<sup>nd</sup> Defendant.
11. It is the 2<sup>nd</sup> Defendant's case that the 1<sup>st</sup> Defendant fulfilled the terms of the shareholder's agreement and handed it vacant possession of the suit premises upon. It was on that premises that he was paid the sum of Kshs. 10,000,000/= in accordance with the provisions of the shareholder's agreement.
12. The 2<sup>nd</sup> Defendant denied any involvement in the alleged forceful eviction of the Plaintiff from the suit premises and destruction of the Plaintiff's property, if at all. It denied the particulars of malice attributed to it under paragraph 10 of the Plaintiff's amended plaint.
13. The 2<sup>nd</sup> Defendant also denied the jurisdiction of this court and asserted that the Plaintiff's case ought to have been filed before the Business Premises Tribunal.

### **Evidence adduced at the hearing of the case**

14. This case proceeded to full hearing with the Plaintiff calling two witnesses. The Defendants on their part called one witness each.

### **Evidence adduced on behalf of the Plaintiff**

15. The Plaintiff, Rachel Wangari Thiong'o testified as the 1<sup>st</sup> witness in her case (PW1). She adopted her witness statement dated 4<sup>th</sup> August 2016 as her evidence in chief.
16. In her witness statement, Rachel Wangari testified that she had leased a portion of L.R. No. Kangemi/Dagoretti/1326 situated at NITD - Kabete, measuring 25 feet by 38 feet from the 1<sup>st</sup> Defendant, who was the registered proprietor of the suit premises for purposes of operating a Petrol Station. They consequently entered into a lease agreement for a term of 15 years.
17. The plaintiff subsequently set up the petrol station by installing the equipment, connecting electricity supply lines and water supply.
18. The Plaintiff stated that on 13<sup>th</sup> June, 2015, while the lease between her and the 1<sup>st</sup> Defendant was still subsisting, she received a notice from the 1<sup>st</sup> Defendant requiring her to vacate the suit premises by 30<sup>th</sup> July, 2015. The Plaintiff asserted that the said notice was contrary to the express provisions of their lease agreement which required a 6 months' termination notice form either party wishing to terminate the lease.
19. Again, on 10<sup>th</sup> September, 2015, PW1 alleged that she received a letter from the 2<sup>nd</sup> Defendant indicating that it was the new owner of the suit premises. The 2<sup>nd</sup> Defendant in the said letter required the Plaintiff to vacate the suit premises by 30<sup>th</sup> September, 2015.



20. It was PW1's testimony that on 30<sup>th</sup> September, 2015, the Defendants by themselves, their agents and or servants entered into the suit premises and fully and totally destroyed her Petrol Station bringing it down to total ruins. Her personal items and property were also destroyed in the ensuing affray, valued at Kshs. 2,300,000/=. The Plaintiff alleged to have suffered loss and damage including lost profits to the tune of Kshs. 61,570,000/=. she therefore sought general and special damages from the Defendants for the loss so suffered.
21. In her testimony before the court, the Plaintiff alleged that the 1<sup>st</sup> Defendant sent some people who went and demolished her structures on the suit premises. The actual demolition took place on 30<sup>th</sup> September, 2015.
22. Though her tenancy was still valid and subsisting, she was not notified of any impending demolition/eviction; neither was she served with any court order authorizing the demolition/eviction.
23. The Plaintiff told the court that she was abandoning the prayer for a permanent injunction as it had been overtaken by events.
24. In responding to questions under cross-examination, PW1 stated that the lease agreement was drafted by an Advocate by the name of Charles Ngugi. She denied that the 1<sup>st</sup> Defendant had an agreement with her husband, Charles Mwangi Kirigwi.
25. PW1 confirmed that there was no provision in her lease agreement barring the 1<sup>st</sup> Defendant from selling the suit premises during the subsistence of the lease.
26. PW1 averred that though at Paragraph 10 of her amended plaint, she had stated that the Defendants forcefully evicted her she had no evidence to confirm that the people who demolished her property were sent by the 1<sup>st</sup> Defendant or that they were acting on his instructions.
27. PW1 became aware that the 1<sup>st</sup> Defendant had sold the suit premises when she saw new tenants coming into the suit premises. She was not aware that the 1<sup>st</sup> Defendant had sold the suit premises to the 2<sup>nd</sup> Defendant at the time of her eviction.
28. PW1 confirmed that City Oil Ltd. was an incorporated limited liability Company. The financial statements produced as exhibits in support of her case were in the name of City Oil Ltd.
29. In responding to Mr. Kamotho Advocate for the 2<sup>nd</sup> Defendant, PW1 confirmed that in her testimony she had stated that the 1<sup>st</sup> Defendant demolished her business. She could not tell if the 2<sup>nd</sup> Defendant was involved in the demolition.
30. Clarifying her statement at Paragraph 10 of Plaint, PW1 stated that the 2<sup>nd</sup> Defendant was not involved in the eviction.
31. The 2<sup>nd</sup> Plaintiff's witness was a valuer who had carried out a valuation of part of the suit premises following a demolition. He produced his report as an exhibit.

**Evidence adduced on behalf of the Defence.**

32. DW1 was the 1<sup>st</sup> Defendant in person. He adopted his witness statement of 8<sup>th</sup> March 2021 as his evidence in chief.
33. DW1 alleged that he had had a lease agreement with Charles Mwangi Kirigwi and not the Plaintiff, Rachel Wangari. He however had not brought the lease agreement as an exhibit in court. The alleged lease was for 10 years and had expired in the year 2012. He further elaborated that by the date of the



alleged demolition of the Plaintiff's structures on the suit premises, he had already sold it to the 2<sup>nd</sup> Defendant Company.

34. DW2 was the construction manager of the 2<sup>nd</sup> Defendant company. He asserted that the suit premises were transferred to the 2<sup>nd</sup> Defendant by the 1<sup>st</sup> Defendant free of any encumbrances.

### **Court Directions**

35. At the close of the hearing, the court directed parties to file written submissions. All the parties complied. I have had the opportunity to read and consider the said submissions.

### **Issues for Determination**

36. Having considered the pleadings in this matter, the evidence and the submissions filed, I am of the considered view that the issues for determination in this matter are: -
- A. Whether this court has the jurisdiction to entertain and determine this matter.
  - B. Whether the Plaintiff has established liability for the demolition of the structures on the suit premises and alleged destruction of property(s) against either of the Defendants.
  - C. Whether the Plaintiff has proved the alleged loss and damage as pleaded in her amended plead.
  - D. Whether the Plaintiff has established breach of contract and whether she is entitled to damages.
  - E. Whether the Plaintiff is entitled to the orders sought in her amended plead.
  - F. Who should bear the costs of this suit?

### **Analysis and Determination**

#### **A. Whether this court has the jurisdiction to entertain and determine this matter.**

37. In its statement of Defence as well in its submissions, the 2<sup>nd</sup> Defendant challenged the jurisdiction of this court on the premises that the Plaintiff in her amended plead had alluded to a (controlled) tenancy with the 1<sup>st</sup> Defendant. At Paragraph 2 of its submissions, the 2<sup>nd</sup> Defendant submitted that clause 9 of the tenancy agreement between the Plaintiff and the 1<sup>st</sup> Defendant discloses a controlled tenancy as defined by Section 2(1)(b)(ii) of the [Landlord and Tenant \(shops, Hotels and Catering Establishments\) Act](#), to the extent that it allowed either party to terminate the tenancy by giving the other party six (6) months' notice in writing or paying Kshs. 90,000/= in lieu of such notice without any breach of covenant.
38. Section 2 of the [Landlord and Tenant \(shops, Hotels and Catering Establishments\) Act](#), defines a controlled tenancy as a tenancy of a shop, hotel or catering establishment which;
- i. Has not been reduced into writing; or
  - ii. In the event that it has been reduced into writing and which:-
    - a. Is for a period not exceeding 3 years;
    - b. Contains a provision for termination other than for breach of covenant within five years from the commencement thereof; or
    - c. Relates to premises of a class specified by notice in the Gazette by reference to rent paid or vatable value entered in [Valuation for Rating Act](#) (Cap 266) classes of shops, hotels



or catering establishments tenancies of which shall be regarded as controlled tenancies regardless of the form or period of such tenancies.

39. The tenancy agreement between the Plaintiff and the 1<sup>st</sup> Defendant that the Plaintiff relies on, at Clause 9 provided that: -

“Either party to this agreement may terminate the tenancy created herein, by giving the other six (6) months’ notice in writing or paying Kshs. 90,000/= in lieu of such notice.”

40. Section 2(i) (b) (ii) of Cap 301 cited by Counsel for the 2<sup>nd</sup> Defendant provides that a tenancy will be considered a controlled tenancy even though it has been reduced into writing if it contains a provision for termination other than for a breach of covenant within five years from the commencement therefore.

41. The tenancy agreement between the 1<sup>st</sup> Defendant and the Plaintiff at recital 3 was clear that the tenancy was for a term of fifteen (15) years with effect from the 1<sup>st</sup> August, 2001. Clause 9 of the tenancy agreement was such a clause. Though not specific that it was applicable within five (5) years thereof, it was open to application by either party in the first five (5) years after its commencement. This in my view makes the tenancy between the Plaintiff and the 1<sup>st</sup> Defendant a controlled tenancy.

42. Does this then deny this court the jurisdiction to entertain and determine the plaintiff’s case?

43. A careful perusal of the Plaintiff’s amended plaint discloses that the Plaintiff’s claim against the Defendants is for unlawful, wrongful and illegal termination of the tenancy agreement and eviction of property in the process of the illegal wrongful and unlawful eviction, in other words the Plaintiff’s complaint is that the tenancy was illegally brought to an end. It is no more. That is the reason why the Plaintiff seek compensation. The Plaintiff does not seek reinstatement having acknowledged that the controlled tenancy was no more.

44. The Plaintiff’s complaints falls within the jurisdiction of this court which is defined under Section 13 of the *Environment and Land Court Act* and Article 162 (2) (b) of *the Constitution*. The Court is satisfied that it has the necessary jurisdiction to determine this matter.

(B) Whether the Plaintiff has established liability against either of the Defendants for the demolition of the structures on the suit premises and alleged destruction of property.

45. In an adversarial system like ours, the burden of proof is always on he who alleges to prove. This position is well captured under Section 107 of the *Evidence Act* which provides that: -

“Whoever desires any court to give judgement as to any legal right or liability dependent on the existence of facts which he asserts must prove that those facts exist.”

46. In this case, the burden of proof was upon the Plaintiff to prove the allegations against the 1<sup>st</sup> and 2<sup>nd</sup> Defendants in her plaint. The legal burden is discharged by way of evidence.

47. Halsbury’s Law of England 4<sup>th</sup> Edition, Volume 17 puts it so well that:-

“The legal burden of proof is the burden of proof which remains constant throughout a trial; it is the burden of establishing the facts and contentions which will support a party’s case. If at the conclusion of the trial he has failed to establish these to the appropriate standard, he will lose. The legal burden of proof normally rests upon the party desiring the court to take action; thus, a claimant must satisfy the court or tribunal that the conditions which entitle him to an award have been satisfied. In respect to a particular allegation, the burden lies upon the party for whom substantiation of that particular allegation is an essential of his case.”



48. As against the 1<sup>st</sup> Defendant, the Plaintiff at paragraph 10 (f) and (g) accused the 1<sup>st</sup> Defendant of illegally interfering with her quiet possession of the property and unlawfully and illegally evicting her despite the existence of a valid contract.
49. As for the 2<sup>nd</sup> Defendant, the Plaintiff accused it of forcefully evicting her from the suit premises, maliciously destroying her property and maliciously evicting her without any reasonable or justiciable cause and infringing on her basic human rights.
50. The Plaintiff's case was that she suffered loss and damages tabulated at paragraph II of the amended plaint as a direct consequence of the illegal eviction from the suit premises.
51. During her testimony and in response to the questions by Mr. Gitonga, Advocate for the 1<sup>st</sup> Defendant, the plaintiff stated that the 1<sup>st</sup> Defendant did not evict her personally from the suit premises. Further, she also clarified that she had no evidence that the people who demolished her property were acting on instructions from the 1<sup>st</sup> Defendant.
52. Similarly, under cross-examination from Mr. Kamotho, Advocate for the 2<sup>nd</sup> Defendant, the Plaintiff confirmed that the 2<sup>nd</sup> Defendant was not involved in the demolition and or her eviction from the suit premises.
53. There was no evidence availed before the court other than insinuations and innuendos, that either of the Defendants was involved in the alleged demolition of the Plaintiff's structures on the suit premises or the destruction of her properties. Apparently, the Plaintiff did not conduct any kind of investigation to establish what exactly happened and who was responsible.
54. Having said so, it is clear that the Plaintiff has not discharged the burden of proof which was on her to prove her allegations against the Defendants.

### **C. Whether the Plaintiff has proved the alleged loss and damage.**

55. The Plaintiff tabulated the loss and damage in form of special damages at Paragraph 11 of her amended Plaint as follows: -
  - a. Building value (salvage value of the Building at 10% at the end of the lease period Kshs 400,000/=.
  - b. Rental value of the premises (Office Block/Banking Hall & Fore court at Kshs 240,000/= per month for 10 months – Kshs 2,400,000/=.
  - c. Value of Loose Assets – Kshs 1,100,000/=
  - d. Loss of Gross Profit from Fuel Sales at Kshs 440,000/= per month for the remaining lease period of 10 months Kshs 4,400,000/=.
  - e. Valuation Report Kshs 70,000/=
  - f. Loss of Revenue from Fuel sales at Kshs 5,200,000/= per month for the remaining lease period of 10 months Kshs 52,000,000/=.
  - g. Petroleum Equipment worth Kshs 1,200,000/=.Total: Kshs. 61,570,000/=.
56. These figures were arrived at from the valuation conducted by PW2, a registered and practising value. It is noteworthy that at the time of the alleged valuation, the structures that were alleged to have been



- erected on the suit premises had already been demolished and or destroyed. The loose assets too were non – existent having already been destroyed, allegedly. So, there was nothing for the valuer to value.
57. The proper/appropriate expert that the Plaintiff should have engaged was a loss assessor/adjuster, not a valuer.
  58. Under cross-examination, PW2 (the valuer) stated that he relied on comparable sales from Petrol Stations in the neighborhoods to arrive at the figure of loss of revenue. The said figure is therefore but an estimation. The said item referred to as loss of revenue was further in reference to turnover not profits.
  59. The schedule of assets was a list provided by the Plaintiff. There was no evidence provided to him to confirm their existence in the first place.
  60. PW2 did not attach to his report the data that he had collected and used to his report in order to authenticate and justify his findings. Asked about receipts, by Mr. Kamotho, Advocate for the 2<sup>nd</sup> Defendant, the witness stated that though he had requested for them, he was informed that most of them had been lost during the demolition. He was not also provided with records of sales and purchases. He indeed confirmed that he did not look at the Plaintiff's financial attachments.
  61. The Court finds the expert report produced in this matter unverifiable, unscientific and for lack of a better word, unreliable.
  62. Secondly, I must point out that the documents used by the Plaintiff in support of her claim notably proforma invoices, delivery notes and books of account were in the name of City Oil Ltd, a limited liability Company duly incorporated on 8<sup>th</sup> July, 2014 as evidenced by the certificate of incorporation produced by the plaintiff.
  63. Under Common Law, there is a principle of Company Law of long antiquity pronounced by the House of Lords in Salomon vs Solomon & Co. Ltd (1897) AC 22, that a Limited Liability Company has a legal existence independent of its members and that a company is not an agent of its members.
  64. It is inconceivable that the Plaintiff who had the benefit of legal representation filed and maintained this suit in her name, Rachel Wangari T/A City Oil Ltd. City Oil Ltd is all independent legal entity with a separate legal existence of its own all together. Rachel Wangari cannot claim for any loss or damage incurred by City Oil Ltd. City Oil Ltd has the legal capacity to sue and be sued in its own name.
  65. The upshot is that the Plaintiff has not proved the alleged loss and damage in form of special damages as tabulated at paragraph II of the amended plaint.

**D. Whether the Plaintiff has established breach of contract and whether she is entitled to any damages**

66. In her plaint, the Plaintiff prayed for General damages for breach of contract and a figure of Kshs. 90,000/=.
67. As I stated earlier, the Plaintiff was relying on the tenancy agreement dated 20<sup>th</sup> July, 2001 signed between herself and the 1<sup>st</sup> Defendant. Though the 1<sup>st</sup> Defendant denied it on the basis that he had signed a different tenancy agreement with the Plaintiff's husband, he did not produce that other alleged agreement.
68. The Plaintiff accused the 1<sup>st</sup> Defendant of unlawfully and wrongfully terminating the lease agreement vide the notice dated 15<sup>th</sup> June, 2015 that required the Plaintiff to vacate the suit premises by 30<sup>th</sup> July, 2015. The said letter was produced as one of the exhibits by the Plaintiff.



69. The tenancy agreement at clause 9 required any party who wished to terminate the tenancy to issue to the other, a six (6) months' Notice or pay Kshs. 90,000 in lieu of such notice. The notice by the 1<sup>st</sup> Defendant gave the Plaintiff only 1½ months to vacate. It did not conform with the provision of clause 9 and amounted to a breach of contract. The 1<sup>st</sup> Defendant is therefore, liable to pay the Plaintiff damages as stipulated in the tenancy agreement of Kshs. 90,000/= in lieu of the six (6) months' notice. The same shall be paid with interest at court rates from the date of filing of the amended plaint (4<sup>th</sup> August 2016) until payment in full.
70. General damages are not payable for breach of contract. In *Dharamshi v Karsan* [1974] EA 41, it was held that general damages are not awardable for breach of contract in addition to the quantified damages as it would amount to a duplication.
71. In *Securicor Courier (K) Ltd v Benson David Onyango & another* [2008] eKLR, the Court of Appeal reiterated that general damages are not awardable for breach of contract.

**E. \_\_\_ What orders should the court make on costs.**

72. Considering the peculiar circumstances of this case, the court finds it appropriate that each party bears its own costs.

**Conclusion**

The upshot is that;

- a. The Plaintiff case against the 2<sup>nd</sup> Defendant fails entirely.
- b. The Plaintiff claim against the 1<sup>st</sup> Defendant only succeeds in respect to the claim for Kshs. 90,000 which is awarded to the Plaintiff against the 1<sup>st</sup> Defendant only with interest at court rates from the 4<sup>th</sup> August, 2016 until payment in full.
- c. Each party to bear its own costs.

**JUDGMENT DATED, SIGNED AND DELIVERED VIRTUALLY AT NAIROBI THIS 8<sup>TH</sup> DAY OF FEBRUARY, 2024.**

**M.D. MWANGI**

**JUDGE**

**In the virtual presence of:**

Mr. Mwambi for the Plaintiff

Mr. Gitonga for the 1<sup>st</sup> Defendant

Mr. Kiiru h/b for Mr. Kamotho for the 2<sup>nd</sup> Defendant

Court Assistant; Yvette

M. D. MWANGI

**JUDGE**

