



**Soita (Suing as a representative of the Estate of Peter Soita Shitanda) v Malumasi & 2 others
(Environment & Land Case E004 of 2022) [2024] KEELC 4119 (KLR) (9 May 2024) (Judgment)**

Neutral citation: [2024] KEELC 4119 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT BUNGOMA
ENVIRONMENT & LAND CASE E004 OF 2022**

EC CHERONO, J

MAY 9, 2024

BETWEEN

**BETTY GLORIOUS SOITA (SUING AS A REPRESENTATIVE OF THE ESTATE
OF PETER SOITA SHITANDA) PLAINTIFF**

AND

GEORGE MALUMASI 1ST DEFENDANT

AGRICULTURAL FINANCE CORPORATION 2ND DEFENDANT

KABRAS FARM LIMITED 3RD DEFENDANT

JUDGMENT

a. Introduction And Pleadings

1. By a plaint dated 17th February, 2022 the plaintiff Betty Glorious Soita, suing as the representative of the estate of Pater Soita Shitanda (deceased) filed this suit against George Mulamasi, Agricultural Finance Corporation and Kabras Farm Limited (the 1st, 2nd and 3rd defendants respectively) seeking for judgment against them jointly and severally for the following orders;-
 - a. Declaration that the plaintiff is the lawful owner of the suit land.
 - b. Declaration that the actions of the 1st defendant were ultra vires and in breach of the rules of natural justice and therefore void ab-initio.
 - c. A permanent injunction do issue restraining the 1st defendant by himself, his servants, agents, employees, proxies, successors and or any other person howsoever from trespassing, encroaching onto, remaining on and or in any other way whatsoever interfering with all that parcel of land known as Land Parcel No. Bungoma/Kabuyefwe/271 situated in Bungoma County.



- d. General damages.
 - e. Costs of the suit and interests.
 - f. Any other relief that this Honourable court deems fit and just to grant.
2. Simultaneously with the plaint, the plaintiff/applicant filed a Notice of Motion dated 17th February, 2022 in which she sought for interim orders pending hearing and determination of the said application inter-parte and the main suit. The 1st and 3rd defendants filed a statement of defence and counter-claim dated 14th March, 2022, a replying affidavit opposing the said application and a Notice of Preliminary objection both sworn and dated 2nd March, 2022. In their Notice of preliminary objection, the 1st and 3rd defendants raised the following grounds; -
- a. The application and the entire suit are res judicata and contrary to the provisions of Section t of the Civil Procedure Act having been determined by the ruling of Mugure Thande J In Nairobi High Court Succession Cause No. 1520 of 2016.
 - b. That this Court lacks the jurisdiction to determine disputes relating to shares in a company.
 - c. The plaintiff lacks the requisite locus standi to institute this suit which is an abuse of the Court process.
 - d. The suit is time barred having been brought outside the statutory limitation of 12 years.
3. While determining both the abovementioned notice of motion and notice of preliminary objection, this Honourable Court in its ruling delivered on 7th July, 2022 observed as follows;
- “Ultimately however and having considered all the issues herein, I am persuaded that both the plaint dated 17th February, 2022 and the Notice of Motion, grounded on it are res-judicata. They are accordingly struck out with costs to the 1st and 3rd respondents.”
4. With the plaint having been struck out, what now remained for determination was the 3rd defendant’s counter-claim. In the said counterclaim, it was the 3rd defendant’s (now plaintiff) case that it purchased the suit property being Land Parcel NO. BUNGOMA/KABUYEFWE/271(hereinafter referred to as “the suit property”) at a public auction by Agricultural Finance Corporation which was registered in the name of Nirosim Farm Limited and payment receipts were issued in the name of Kabras Farm Limited (hereinafter referred to as ‘the company’). It was stated that according to the Articles and Memorandum of Association, the deceased and the 1st defendant each had 500 shares of the company and both directors contributed equally towards the purchase of the suit land. The 1st defendant was said to have identified the suit land, attended the auction, run the daily activities of the company and contributed Kshs, 1,700,000/= towards the purchase of the suit property for the interest and benefit of the company.
5. It was their case that at the time of the deceased’s death, the company had not obtained a title in its favour and that the plaintiff (now defendant) has since invaded the suit property and has wasted and destroyed it. The 3rd defendant averred that the shares of Soita Shitanda (deceased) had not been allocated to any beneficiary and as such, the plaintiff (now defendant) is a stranger to the dealings of the company. The 3rd defendant (now plaintiff) went ahead and set out particulars of trespass against the plaintiff (now defendant). In the end, the 3rd defendant (now plaintiff) sought for judgment against the plaintiff (now defendant) as follows;



- a. An order of eviction against the plaintiff (now defendant) namely Betty Glorious Soita whether jointly and/or severally, by herself, her agents, servants and/or anyone claiming through her, to vacate and deliver vacant possession of all that land comprised in Land Parcel No. Bungoma/Kabuyefwe/271 measuring One Hundred (100) acres.
 - b. The eviction orders to be enforced by Samson Itonde Tumbo t/a Dominion Yards Auctioneers or any other auctioneer or court broker that the 3rd defendant (now plaintiff) may appoint.
 - c. The OCS Mbakalu Police Station to ensure compliance of the above orders and peace prevails during the eviction exercise.
 - d. Damages for trespass.
 - e. Mesne profits with respect to Land Parcel No. Bungoma/Kabuyefwe/271 at the market rate from 2016 until payment in full.
 - f. The 2nd defendant (Agricultural Finance Corporation) to provide necessary papers and execute all documents requisite within Fourteen days (14) days of the judgment of this Court to enable the 3rd defendant (now plaintiff) namely Kabras Farm Limited acquire title for One Hundred (100) acres in respect to Land parcel No. Bungoma/Kabuyefwe/271.
 - g. In default to comply with (f) above, the Deputy Registrar of this court to execute the documents on behalf of the 2nd defendant (Agricultural Finance Corporation) in execution of this decree.
 - h. To ensure that order (g) is implementable, the County Land Registrar, Bungoma is authorized to process the title documents for the One Hundred (100) acres whether the original title for Lan Parcel No. Bungoma/kabuyefwe/271 is availed or not.
 - i. Interest on (d) and (e) above at commercial rates compounded monthly until payment in full.
6. Before the suit was finally heard, various interlocutory applications were filed by the parties herein but for the purposes of this Judgment, the court will make reference to the 3rd defendants application dated 30th January, 2023 for temporary injunctive orders against the plaintiff which was allowed pending hearing and determination of the 3rd defendants counterclaim. Parties complied with pre-trial directions and the matter was set down for hearing where the case proceeded by way of viva voce evidence. The 3rd defendant called one witness in support of its counterclaim.

b. Parties Evidence

7. DW1 George Malumasi referred to his witness statement dated 14th March, 2022 and sought to have it adopted as his testimony-in-chief. He also referred to his list of documents of even date and produced them into evidence as DExhibit, 1-7. He testified that he is a co-director of Kabras Farm Limited alongside the late Soita Shitanda who has not been replaced and as such, he is the one running the affairs of the company. He testified that Kabras Farm Limited is not in occupation of the suit land. It was his prayer to have the suit land registered in the name of the company.
8. During cross-examination, the witness testified that he subscribed to the Memorandum and Articles of Association of the company and that he was appointed as the secretary while the late Soita Shitanda was the Managing Director/Chairman. In reference to the Memorandum and Articles of Association (D-Exhibit 4) in which the witness testified were prepared before the company was registered, he stated that it was intended that he should hold 500 shares while Soita Shitanda hold 500 shares. He testified that



the share type was not indicated and that there were no receipts issued or a share certificate indicating how many shares he had bought.

9. The witness further stated that as a director of the company, he had the capacity to file this suit on behalf of the company and that he did not need a resolution for the same. It was further his testimony that he gave Mr. Soita Shitanda-deceased Kshs. 1,700,000/= to buy the suit land and that no receipt was issued for that. He stated that the property was bought by the company at an auction for a consideration of Kshs. 9,200,000/= (Nine Million, Two Hundred Thousand Kenya Shillings Only). He did not produce any receipts as proof that the company purchased the suit land for the abovementioned amount and that Kshs. 1,700,000/= (One Million, Seven Hundred Thousand Kenya Shillings Only) was paid by him.
10. DW1 denied the assertion that the family of Soita Shitanda-Deceased has been in occupation and possession of the suit land since the year 2008 and added that both directors took occupation of the suit land in 2009. He testified that he is a business man engaged in farming and hardware business with a turnover of between Kshs. 10-30 million Kenya Shillings and as such, he had the resources to gather and contribute Kshs.1,700,000/=. It was his evidence that in other ways, he contributed to the acquisition of the suit land.
11. The witness further testified that he is entitled to 50% of the company's earnings. It was his testimony that the title documents to the suit land were issued to the deceased. He stated that in a meeting with the family of the deceased, it was recorded in minutes produced as DExhibit 5 that he contributed Kshs.700,000/= instead of Kshs. 1,700,000/=. He further stated that there are crops grown on the suit land managed by the deceased's son after he ploughed the farm.
12. During re-examination, the witness testified that the Probate & Succession Court as well as this Court in various rulings have held that the suit land belongs to the company and the said decisions have not been appealed against and or set aside. It was his further testimony that the deceased's shares have not yet been allocated to any of his beneficiaries. He testified that he produced DExhibit 5 to prove his contribution to the purchase of the suit land. Lastly, the witness reiterated his prayers for orders as sought in the counter-claim.
13. After the close of the 3rd defendant's counter-claim, the court directed the parties to file and exchange their respective submissions within agreed timelines.

c. Parties Submissions

14. The 1st and 3rd defendant filed their submissions dated 6th February, 2024 and submitted on two issues. The first issue of discussion was Whether an eviction order should be issued against the Plaintiff Betty Glorious Soita and her children namely Terrence, Sidney and Shirly together with their agents and/ or servants who are illegally on the suit land. It was argued that despite numerous court decisions on the issue of ownership of the suit land and a temporary injunction against the above named persons from interfering with the suit land, the plaintiff has disregarded the same and proceeded with illegal activities on the suit land. They further submitted that the plaintiff's claim, if any, is in the shares of the company but not on the property of the company. Reliance was placed in the case of Re Estate Of Gitere Kahura & Another (both Deceased) (2018) eKLR, Re Estate Of Boniface Mutinda Kabaka (deceased) (Succession Cause No. E185 OF 2021) {2022} KEHC 12031(KLR) (Family) and the Court of Appeal in the case of Pacific Frontier Sea Limited Vs. Kyengo & Another 920220 KECA 396 (KLR).
15. It was also submitted that since the plaintiff is a stranger to the suit property and following her deliberate refusal to voluntarily vacate the same despite numerous court decisions on the issue, this



was an appropriate case for issuance of mandatory eviction orders. The 1st and 3rd defendants urged the court to reject the plaintiffs defence to the counter-claim stating that the same does not raise any triable issues. Reliance was placed in the case of *Benedette Mwikali Mugambi vs. Mark Kazungu Mramba*(2021) eKLR.

16. The second issue submitted on is the prayer that The 2nd defendant (Agricultural Finance Corporation) to provide necessary papers and execute all documents requisite within fourteen days of the judgment of this Court to enable the 3rd defendant (now plaintiff) namely Kabras Farm Limited acquire title for One Hundred Acres in respect to Land Parcel no. Bungoma/kabuyefwe/271. It was the 1st & 3rd defendants' submission that with the 3rd defendant having been declared as the owner of the suit land, it is incumbent that it should be registered as the absolute proprietor of the suit land. The 1st and 3rd defendants urged the court to enter judgment in their favour as per the counter-claim with costs.
17. At the time of preparation of this judgment, the plaintiff had not filed her submissions despite seeking for additional time to put in her submissions.

d. Analysis And Determination

18. I have carefully considered the pleadings, evidence and the submissions on record as well as the applicable law and in my view, the issue that commend for determination is whether the 3rd defendant(plaintiff) has made out a case for the orders sought in its counter-claim and who will bear the costs of the suit.
19. From the evidence on record, it is clear that the deceased and the 1st defendant are co-directors and shareholders of the 3rd defendant company which was incorporated in the year 2008 with each holding 500 shares.
20. This court in its ruling striking out the plaintiff's case rendered itself on the issue of ownership of Land Parcel No. BUNGOMA/KABUYEFWE/271(the suit land) where it subscribed to the pronouncements of MUGURE THANDE J in her ruling in NAIROBI HIGH COURT SUCCESSION CAUSE NO. 1520 OF 2016 and that issue therefore is not open for consideration. In my view therefore with the 3rd defendant having been declared the owner of the suit land, what this court is left to consider is whether and to what extent the 3rd defendant is entitled to the consequential orders arising from ownership.
21. The 3rd defendant in its counter-claim sought for eviction orders against the plaintiff by herself, agents, servants and/or anyone claiming through her. The 3rd defendant claimed that the plaintiff has trespassed into the suit land by leasing out portions of it to third parties and invading 50 acres of the suit land which had been prepared for planting. It was 3rd defendant's further contention that the plaintiff has also occupied the permanent house on the farm without the authority of the 3rd defendant, sold numerous trees planted on the farm, uprooted a banana plantation and colluded with other unauthorized persons to vandalize a fence erected around the property. Finally, the 3rd defendant stated that the plaintiff has planted sugarcane on the land which is ready for harvesting without disclosing the same to the third defendant.
22. Trespass has been defined as any intrusion by a person on the land in the possession of another without any justifiable cause. See, Clerk & Lindsell on Torts, 18th Edition, page 923. In *Gitwany Investments*



Limited v Tajmal Limited & 3 others [2006] eKLR, it was held that title to land carries with it legal possession. Section 3 (1) of the Trespass Act, Cap 294 provides that:

“ Any person who without reasonable excuse enters, is or remains upon or erects any structure on, or cultivates or tills or grazes stock or permits stock to be on, private land without the consent of the occupier thereof shall be guilty of an offence.”

23. In the case of Entick vs Carrington (1765) as quoted in the case of Maina Kabuchwa v Gachuma Gacheru [2018] eKLR, Lord Camden CJ had this to say:-

“ Our law holds the property of every man so sacred, that no man can set his foot upon his neighbour’s close without his leave”.

24. A finding had already been made that the suit property belongs to the 3rd defendant. It follows therefore that the 3rd defendant was at all material times entitled to quiet enjoyment of the suit property. Once it was established that the 3rd defendant is the lawful proprietor of the suit property, the burden of proof shifted to the Plaintiff to justify her entry and occupation of the suit property. As I mentioned earlier in this judgment, the plaintiff’s suit was struck out which means that the plaintiff did not give any justification for her entry and continuous occupation of the suit property. In the absence of any justification for the plaintiff’s occupation of the suit property, it is my finding that she is a trespasser on the suit property. It therefore follows that she has no business being on the suit land without the license of the 3rd defendant.

25. I am therefore satisfied that the 3rd defendant has made a case against the plaintiff for eviction.

26. In addition, the 3rd defendant also sought damages for trespass. In Park Towers Ltd. v John Mithamo Njika and 7 Others 2014 eKLR the court stated as follows:

“ I agree with the learned judges that where trespass is proved a party need not prove that he suffered any specific damage or loss to be awarded general damages. The court in such circumstances is under a duty to assess the damages awardable depending on the unique circumstances of each case”

27. In Halsbury’s Laws of England 4th Edition Volume 45 para 26 1503 the authors have stated as follows on computation of damages:

- a) If the Plaintiff proves the trespass, he is entitled to recover nominal damages even if he has not suffered any actual loss.
- b) If the trespass has caused the Plaintiff actual damage, he is entitled to receive such amount as will compensate him for his loss.
- c) Where the Defendant has made use of the Plaintiff’s land, the Plaintiff is entitled to receive by way of damages such an amount as would reasonably be paid for that use.
- d) Where there is an oppressive, arbitrary or unconstitutional trespass by a Government official or where the Defendant cynically disregards the rights of the Plaintiff in the land with the object of making a gain by his unlawful conduct, exemplary damages may be awarded.
- e) If the trespass is accompanied by aggravating circumstances which do not allow an award of exemplary damages, general damages may be increased”



28. The 3rd defendant has not provided the court with any proposal on what he considers appropriate as general damages or mesne profits. What then constitutes sufficient damages? Justice E. Obaga J in the case of Philip Ayaya Aluchio v Crispinus Ngayo [2014] eKLR held as follows:

“The Plaintiff is entitled to general damages for trespass. The issue which arises is as to what is the measure of such damages? It has been held that the measure of damages for trespass is the difference in the value of the plaintiff’s property immediately after the trespass or the costs of restoration, whichever is less.

29. The 3rd defendant in his particulars of trespass stated that the plaintiff invaded the suit land on 22nd February, 2022 and looking at this duration to the time of this judgment, it is my considered view that damages of Kshs. 1,300,000/= being a nominal award of general damages is reasonable in the circumstances of this case.

30. The 3rd defendant also claims for mesne profits in their counter-claim against the plaintiff whom it avers has invaded into its property. Section 2 of the *Civil Procedure Act* Cap 21 of the Laws of Kenya defines mesne profits as follows: - “mesne profits”, in relation to property, means 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.

31. The court in the case of Rajan Shah T/A Rajan S. Shah & Partners v Bipin P. Shah [2016] eKLR had this to say in considering an issue of whether the Plaintiff had established a case for mesne profits:-

“In *Bramwell vs. Bramwell*, Justice Goddard stated that, “... mesne profits is only another term for damages for trespass, damages which arise from the particular relationship of landlord and tenant.” Similarly, in an Australian case, *Williams & Bradley v Tobiasen* it was stated that these words: “Mesne profits are the pecuniary benefits deemed to be lost to the person entitled to possession of land, or to rents and profits, by reason of his being wrongly excluded there from.

The wrongful occupant is a trespasser, and the remedy rests on that fact. The action is based on the claimant’s possession, or right to possession, which has been interfered with.

A more useful description of mesne profits can be found in *Halsbury’s Laws of England*, which defines mesne profits as an action by a land owner against another who is trespassing on the owner’s lands and who has deprived the owner of income that otherwise may have been obtained from the use of the land. The landlord may recover in an action for mesne profits the damages which he has suffered through being out of possession of the land. Mesne profits being damages for trespass can only be claimed from the date when the defendant ceased to hold the premises as a tenant and became a trespasser. The action for mesne profits does not lie unless either the landlord has recovered possession, or the tenant’s interest in the land has come to an end.

32. In the case of Peter Mwangi Mbutia & another v Samow Edin Osman [2014] eKLR, the Court of Appeal, while dealing with the issue of mesne profits held as follows:

“We agree with counsel for the appellants that it was incumbent upon the respondent to place material before the court demonstrating how the amount that was claimed for mesne



profits was arrived at. Absent that, the learned judge erred in awarding an amount that was neither substantiated nor established.”

33. Further, it is trite law that where a party claims for both mesne profits and damages for trespass, the Court can only grant one and not both. The Court of Appeal in the case of *Kenya Hotel Properties Limited v Willesden Investments Limited* [2009] eKLR held that;

“...once the learned Judge made the award under the subhead “mesne profits” there was no justification for him awarding a further Kshs.10 million under the subhead “trespass”, since both mean one and the same thing.”

34. Based on the evidence placed before me while associating myself with the legal provisions and decisions cited above, I find that the 3rd defendants have failed to discharge their burden of proof to the extent that they are indeed entitled to a claim of mesne profits. In any event, having awarded the 3rd defendant with damages for trespass, then the award of mesne damages cannot issue. I therefore decline to award the same.

35. The 3rd defendant(plaintiff)also sought for orders to have the 2nd defendant execute all necessary documents to ensure the suit land is registered to the name of the 3rd defendant. Having found that the 3rd defendant is the lawful owner of the suit property, it is imperative that it should be registered as such. It is noteworthy that despite being a party to this suit and despite service of the pleadings, the 2nd defendant did not enter appearance and file defence to the plaintiff’s claim or the 3rd defendant’s counter-claim. Therefore, no objection was registered against this prayer and as such, I proceed to grant the order. I equally allow prayer (g) which is in the alternative,

36. As for prayer (h), it is clear that in the event the original title deed cannot be traced or has been destroyed, the law provides on how a provisional title can be acquired. Granting the order as requested would constitute a misuse of procedure by this Honorable Court, as it would encourage “short-cuts” and undermine the rule of law. This court does not have inherent jurisdiction to direct the Land Registrar generally in the exercise of his powers under the *Land Registration Act*, 2012 but only has powers to review his administrative decisions.

37. I associate myself fully with the pronouncements of Justice S. Okon’go in the case of *Kenya Commercial Bank Ltd v Alcon Holdings Limited* [2021] eKLR where he stated that;

Section 31 of the Act provides that unless the Land Registrar dispenses with the production of a certificate of title or a certificate of lease, the same must be produced during the registration of any dealing with the land or lease to which it relates. Section 33 of the Act on the other hand deals with the procedure for replacement of lost or destroyed certificates of title and registers of land. It provides that, in case of loss or destruction of a certificate of title or certificate of lease, an application for replacement is to be made to the Land Registrar by the proprietor of the land or lease accompanied by evidence of such loss or destruction. If the Land Registrar is satisfied with the evidence of such loss or destruction, he shall issue a replacement thereof after expiry of 60 days of publication of the application in the Gazette and in any two local newspapers of nationwide circulation.

There is no provision in either section 31 or 33 of the Act allowing the court to intervene in the exercise by the Land Registrar of his powers under those sections of the Act. This court in my view does not have inherent jurisdiction to direct the Land Registrar generally in the exercise of his powers under the Act. The court has been given express power under Section 86 of the Act to review the exercise by the Land Registrar of the powers conferred upon him



under the Act. Section 86(1) of the Act gives the court power to review decisions made by the Land Registrar in exercise of any power or in the performance of any duty conferred or imposed on the Land Registrar by the Act on an application made by an aggrieved party.

Section 31(1) of the Act allows the Land Registrar to dispense with the production of a certificate of title to land or lease during the registration of any dealing with the land or lease. The application for such dispensation should be made to the Land Registrar who shall determine whether to allow it or not. The court can intervene in the matter under Section 86(1) of the Act in case a party is aggrieved by the decision of the Land Registrar on the issue. There is no evidence before me that an application for dispensation with the production of the certificate of title for the suit property had been made to the Land Registrar. This court cannot order the Land Registrar to dispense with the production of the said certificate of title in the absence of evidence that an application for such dispensation has been made to the Land Registrar and the Land Registrar has unreasonably refused to dispense with the production of the same. Furthermore, the court can only intervene when moved to exercise its review jurisdiction under section 86(1) of the Act aforesaid.

As I have stated earlier, section 33 of the Act provides for the procedure for applying for replacement of a lost or destroyed certificate of title or lease. The Act has not given the court power to direct the Land Registrar to dispense with any of the steps set out in the said section which are to be followed before a lost or destroyed title is replaced. In my view, the said steps are intended to protect the land registration system and sanctity of title. They are intended to prevent fraud and other illegal dealings with land. Even if I had power to direct the Land Registrar to dispense with some of the requirements before replacing a lost or destroyed title, I would do so only in exceptionally circumstances and for very compelling reasons. I nevertheless have no such power. I am also not convinced that any compelling reason exists in this case that would justify dispensation with some of the requirements for replacement of a lost title. I am of the view that the parties herein will suffer no harm if they wait for a replacement certificate of title to be issued in the normal manner before completing the sale or selling the suit property.

38. I therefore decline to grant this prayer.
39. Ultimately, I enter judgment in favour of the 3rd defendant as against the plaintiff in the following terms;
 - a. An order of eviction is hereby issued against the plaintiff namely Betty Glorious Soita whether jointly and/or severally, by herself, her agents, servants and/or anyone claiming through her, to vacate and deliver vacant possession of all that land comprised in Land Parcel No. Bungoma/Kabuyefwe/271 measuring One Hundred (100) acres.
 - b. The eviction orders to be enforced by Samson Itonde Tumbo t/a Dominion Yards Auctioneers or any other auctioneer or court broker that the 3rd defendant may appoint.
 - c. The OCS Mbakalu Police Station to ensure compliance of the above orders and peace prevails during the eviction exercise.
 - d. Damages for trespass at Kshs. 1,300,000/=.
 - e. The 2nd defendant (Agricultural Finance Corporation) to provide necessary papers and execute all documents requisite within Fourteen days (14) days of the judgment of this Court to enable the 3rd defendant (now plaintiff) namely Kabras Farm Limited acquire title for One Hundred (100) acres in respect to Land parcel No. Bungoma/Kabuyefwe/271.



- f. In default to comply with (e) above, the Deputy Registrar of this court to execute the documents on behalf of the 2nd defendant (Agricultural Finance Corporation) in execution of this decree.
- g. Costs and Interest on (d) above at court rates from the filing of suit until payment in full.

40. It is so ordered.

DATED, SIGNED AND DELIVERED AT BUNGOMA THIS 09TH DAY OF MAY, 2024.

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HON.E.C CHERONO

ELC JUDGE

In the presence of;

1. Mr. Busiega with Prof. Waziri for the 1st & 3rd defendants
2. Mr. Ogada appearing with Prof. Mumali and Mr. Chesoli for the plaintiff
3. Bett C/A

