



REPUBLIC OF KENYA

IN THE ENVIRONMENT AND LAND COURT OF KENYA

AT KERICHO

ELC CASE NO. 49 OF 2014

SARA LEITICH.....PLAINTIFF

-VERSUS-

JOSHUA RUTTO.....1ST DEFENDANT

RACHAEL SANG.....2ND DEFENDANT

SOPHIA SANG.....3RD DEFENDANT

JUDGMENT

INTRODUCTION

1. By a Plaint dated 5th August 2014, the Plaintiff filed suit against the Defendant seeking *inter alia* the following orders;

- a) A declaration that plot No. 30 Kabianga market measuring 50 feet by 100 feet (hereinafter referred to as the suit property) belongs to the Plaintiff after having purchased the same from Kipkalya. A. Bowen.
- b) A permanent injunction restraining the Defendants either jointly or individually from interfering with his ownership/occupation and/or use of plot No. 30 Kabianga Market measuring 50 feet by 100 feet valued at Kshs. 300,000/=.
- c) An eviction order evicting the three Defendants either individually or jointly from plot No. 30 Kabianga market measuring 50 feet X 100 feet.
- d) An order directing the officer commanding Kericho Police Station to supervise the said eviction.
- e) Cost of the suit and interest.
- f) Any other suitable relief this Honourable Court may deem fit to grant

2. Defendant filed their Defence and Counterclaim on 16th October, 2014. In the Counterclaim the Defendant seeks:

- a) A declaration that the Defendants are the lawful and legal proprietors of the land parcel known as Plot No. 30 situate in Kabianga Market.
- b) A permanent order of injunction against the Plaintiff either by herself, her agents, assigns and or representatives from interfering in any way by either entering into the said parcel of land known as plot No. 30 situate in Kabianga Market and/or dealing with it in any way to the detriment of the Defendants.
- c) Costs.

3. The matter was heard between 27th July, 2016 and 16th March 2020 and both parties testified and called their witnesses. Thereafter the parties were directed to file their written submissions and both parties complied.

PLAINTIFF'S CASE

4. In his Plaintiff, the Plaintiff averred that she has always been the registered owner of the suit property having purchased the same from Kipkalya. A. Bowen vide a written agreement dated 28th August 2008. The said agreement was produced as Plaintiff's exhibit 1. She further alleged that after purchasing the suit property she wrote a letter dated 19th June, 2008 to the Clerk of the then County Council of Kipsigis requesting him to effect the transfer. The Clerk accordingly amended the records by registering the change of ownership thus transferring the said plot in her name. She was also issued with a clearance certificate after paying the requisite fee.

5. It is the Plaintiff's case that she has been paying plot rates after receiving demands for rent from the County Council. The Plaintiff testified that when she purchased the suit property, it was vacant. However, soon after she acquired the suit property, the Defendants trespassed thereon and erected iron structures which they have jointly rented out for profit without her consent and/or authority thus, denying her the opportunity to enjoy the suit property.

6. The Plaintiff stated that she is still in occupation of the suit property and she plants subsistence crops such as maize and vegetables thereon. She had been doing so for a period of 2 years.

7. It was her testimony that despite several notices both verbal and written, having been issued to the Defendants either individually or jointly, they have adamantly refused to vacate the suit property thus rendering this suit necessary.

DEFENDANTS' CASE

8. The Defendants maintain that the suit property belongs to them, the same having been acquired by the late Kipruto Arap Sang *alias* Chui. The said Kipruto Arap Sang was the 1st Defendant's father and husband to the 2nd and 3rd Defendants. He bought the suit property from the late Kiplangat Arap Malik in 1956.

9. The Defendants applied for a Grant of Letters of Administration in respect of the estate of the late Kipruto Arap Sang *alias* Chui and the 1st Defendant was appointed as the Administrator.

10. Among the assets listed in the Grant were plot No. 16 and 17 which are all adjacent to the suit property.

11. It is the Defendants' case that the suit property was not included in the Succession case because it was yet to be transferred to the name of the deceased and that it had a dispute that was being handled by the area Chief. The dispute was later resolved by the village elders and the Chief but the Plaintiff later claimed the suit property belonged to her.

12. The Defendants deny that late Kipruto Arap Sang *alias* Chui sold any portion of the property to Kipkalya Bowen as they claim that he is a stranger to them.

13. The Defendants claim that the late Kipruto Arap Sang *alias* Chui fenced the suit property immediately after purchasing it. He also paid land rates up to 2003 when he passed away. They stated that they did not pay any land rates because there was a dispute over the suit property.

14. It is the Defendant's case that the late Kipruto Arap Sang *alias* Chui constructed four houses on the suit property from which the 1st Defendant collects rent.

15. The 1st Defendant stated that he has been in occupation of the suit property since 1964 and no one has ever tried to dislodge him. He denied that the Plaintiff and Kipkalya Bowen had ever occupied the suit property. The Defendants maintain that if the Plaintiff has any documents relating to the suit property, the same were obtained fraudulently.

16. It is their contention that even though plot no. 30 was not part of the Succession case because of the dispute, the family members of the late Kipruto Arap Sang have been in occupation, possession and use of the said parcel of land to the exclusion of any other party including Kipkalya A. Bowen.

17. They therefore claim that the Plaintiff acquired the suit property fraudulently knowing that the Defendants were in possession and occupation and that they are the lawful owners of the same.

ISSUES FOR DETERMINATION

18. From my analysis of the pleadings, documentary and oral evidence, and the submissions filed by both parties, I deduce the following as the main issues of determination;

(i) Whether the Plaintiff has a valid title to the suit property and whether he is entitled to the orders sought.

(ii) Whether the Defendants have a valid claim over the suit property and whether they are entitled to the reliefs sought.

ANALYSIS AND DETERMINATION

Whether the Plaintiff has a valid title to the suit property

19. The Plaintiff testified that she is the sole registered owner of the suit property having purchased the same from Kipkalya. A. Bowen vide

a written agreement dated on 28th August 2008.

20. The Defendants on their part claim that the suit property belongs to them. They told the court that the suit property was acquired by the late Kipruto arap Sang *alias* Chui from the late Kiplangat Arap Malik in 1956. The said Kipruto arap Sang was the 1st Defendant's father and husband to the 2 and 3 Defendants. They stated that suit property was not included in the Succession case in respect of the estate of Kipruto arap Sang because it was yet to be transferred to the deceased's name and that it had a dispute that was being handled by the area Chief. They further stated that despite the fact plot no. 30 was not part of the succession proceedings, the family members of the late Kipruto Arap Sang have been in occupation, possession and use of thereof to the exclusion of any other party including Kipkalya A. Bowen.

21. Upon cross examination the Plaintiff admitted that she did not sign the alleged sale agreement. She stated that the agreement was signed by her son one Benson Arap Rono Kibet who did not indicate that he was signing it on her behalf. Pushed further, she confessed that her late husband who died in 2006 was the one who paid part of the purchase price and the agreement was only signed after she paid the remainder of the purchase price. However, she could not recall how much she paid. She also confirmed that there was a structure on the suit property which was constructed by Kipruto arap Sang during his lifetime. She stated that she could not remember when he died.

22. The Plaintiff also confirmed during cross examination that the late Kipruto arap Sang *alias* Chui was using the property together with his wife. She admitted that the 1st Defendant is one of the late Chui's children. She also confirmed that she was aware that Chui together with his wives and children were in occupation of the suit property when he was purchasing the property. She admitted that she did not bother to ask Bowen why he was selling to her a property that was occupied by the Defendants. Towards the end of her cross examination, she conceded that the suit property was purchased by her late husband and that she was merely a beneficiary. She also conceded that she had never filed a succession case in respect of her late husband's estate.

23. Mr. Bowen who testified as PW2 stated that the suit property was originally government land that was being occupied by white settlers and it was freely transferred to him. He confirmed that he had never paid any rates to the then County Council of Kipsigis prior to transferring the same to the Plaintiff. He also stated that he did not pay any transfer fees. He told the court that he did not know Kipruto Arap Sang *alias* Chui or the Defendants. During cross examination, he claimed that he was given the property by his son who was a Surveyor around the year 1977. He conceded that the last time he was on the suit property was in 1977 and that it was the Chief who showed the Plaintiff the suit property.

24. The Assistant Chief, one Ezekiel Kiprop who testified as PW3 averred that he witnessed the payment of the balance of the purchase price in respect of the suit property to Mr. Bowen. He confirmed that the suit property was not vacant at the time of executing the agreement since the same had a structure thereon but no one was staying in it because there was a dispute. He told the court that the structure was constructed by Kipruto Arap Sang *alias* Chui during his lifetime and the same used to be his home. He also stated that neither the Plaintiff nor the Defendant were in occupation of the property as there were various disputes relating to the suit property being handled by the Chief. He conceded that he did not consult the Chief who was his superior before executing the agreement despite knowing that there was a dispute concerning the suit property at the time the agreement was being executed. He also confirmed that there was an official from the County Council present during the execution of the agreement. He pointed out that there was an agreement between the Plaintiff's husband and Bowen even though he did not know when the agreement was entered into.

25. Catherine Kageha who testified as PW4, told the court that she was employed by Kericho County as a Revenue Officer and she was based at Belgut sub-county. She testified that she was the custodian of the finance and personnel documents at the sub-county level. She said that she was unable to carry the register for payment of land rates pertaining to Kabianga Market as it was bulky though she produced a photocopy of alleged records. She stated that Sarah Leitich was the registered owner of Kabianga Plot No. 30. She explained the process of transferring ownership of plots as follows: First the seller has to present a sale agreement, then the Town Planning Committee holds a meeting to approve the same. The Town Clerk and County Treasurer then sign the Transfer Form after confirming that the land rates have been paid.

26. PW4 testified that Kipkalya Bowen and Sarah Leitich paid the land rates and they were issued with a clearance certificate. Her attempt to produce the Transfer Form was thwarted by the Defendant's counsel who successfully objected to the production of the said document on the ground that the document did not fall within her docket. She however produced a number of receipts.

27. Upon cross-examination PW4 admitted that she did not provide any proof that indeed she was an employee of Kericho County Government. She stated that she had worked for barely 7 months and at the time of transfer she was not an employee of the former County Council of Kipsigis. She admitted that she did not know what had transpired. She confirmed that she did not work with the Land and Physical Planning or Public Works Departments which deal with land, developments and subdivisions. She did not produce any document from the Land and Physical Planning or Public Works departments relating to the ownership of the suit plot or its alleged transfer or existence. She did not produce any minutes indicating the approval of the transfer and she did not know who sat on the Town Planning Committee. She also admitted during cross-examination that the register did not have the date of entries neither did it have the signatures of the persons making the said entries. She confirmed that the copy of the register she produced had not been certified as a true copy of the original.

28. It was incumbent upon the Plaintiff and her witnesses to produce documentary evidence to prove her case. **Section 107(i)** of the **Evidence Act** provides that: -

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

In the case of **Susan Mumbi Versus Kefala Grebedhin; (Nairobi HCC NO. 332 OF 1993)** Justice Juma stated: -

“The question of the court presuming adverse evidence does not arise in civil cases. The position in civil cases is that whoever

alleges has to prove. It is the Plaintiff to prove her case on a balance of probability and the fact that the Defendant does not adduce any evidence is immaterial.”

29. In the case of **Danson Kimani Gacina & another v Embakasi Ranching Company Ltd [2014] eKLR** the court held that:

“The law on unregistered land, unlike on registered land, is slightly unclear. Proof of ownership in the case of the former is found in documentary evidence which lead to the root of title. There must be shown an unbroken chain of documents showing the true owner. Once proof of ownership is tendered then the holder of the documents is entitled to the protection of the law. There is no doubt that such proof will be on a balance of probabilities but the court must be left in no doubt that the holder of the documents proved is the one entitled to the property.

The Plaintiffs claim ownership of plots known as D355, D356, D355B, D356B, E12, E13, E12B and E13B on LR No. 10904/2. A total of eight plots. The plots were allocated to them for a consideration paid to the Defendant. PW1, like PW2, in an endeavor to prove ownership to the plots produced receipts, share certificates and beacon certificates.

Even though PW1 had testified that he purchased and paid for two plots in 1976, he did not produce any evidence to show such payment in 1976. The only receipt availed for payment in 1976 was for the amount of Kshs. 2,200/=. It was not for 7,000/= and there was no other receipt. That receipt which was marked as PEx-2 was dated 13th November, 1976. It was receipt No. 10292 issued by M/s Gatuguta & Manek. It was not issued by the Defendant.

That receipt also had the glaring inscription on its face horizontally reading “CANCELLED”. In my view, this remark took away the probative value of the receipt. Even then it was not proof that the 1st Plaintiff had paid the Defendant any money in 1976.”

30. Furthermore, in **Caroline Awinja Ochieng & another v Jane Anne Mbithe Gitau & 2 others [2015] eKLR** J.L. Onguto, J, in determining the issue as to who between the Plaintiff and the Defendants was the owner of the plot stated thus:

*“In determining the above issue it would perhaps be appropriate to first state that tracing ownership of unregistered land is dependent on tracing the root of title. Unlike registered land where ownership is domiciled and founded in the register of titles, ownership of unregistered land and the ascertainment or confirmation thereof involves the intricate journey of wading through documentary history. The simple reason is that unregistered titles exist only in the form of chains of documentary records. The court has to perform the delicate task of ascertaining that the documents availed by the parties are not only genuine but also lead to a good root of title minus any break in the chain. It is the delivery of deeds or documents which assist in proving not only dominion of unregistered land but also ownership. The deeds must establish an unbroken chain that leads to a good root of title or title paramount. A good compilation of the documents or deeds relating to the property and concerning the claimant as well as any previous owners leading to the title certainly proves ownership. It is such documents which are basically ‘the essential indicia of title to unregistered land’”: per Nourse LJ in *Sen v Headley [1991] Ch 425 at 437.**

The documents in my view are limitless. It could be one, they could be several. They must however establish the claimant’s beneficial interest in the property. Examples of the deed or documents include, at least in the Kenyan context: sale agreements, Plot cards, Lease agreements, allotment letters, payment receipts for outgoing, confirmations by the title paramount, notices, et al.”

31. It is worth noting that the Plaintiff failed to produce a map for the said parcel of land together with the allotment letters and register of persons allotted the said parcels of land by the defunct County Council of Kipsigis. In essence there was no record of this parcel of land.

32. Any reasonable man presented with the testimonies of the Plaintiff, Mr. Bowen, the Assistant Chief and the Revenue Officer would raise a red flag on the transaction between Bowen and the Plaintiff in respect of the suit property as they are not sufficient to infer a good title. This might be the reason why counsel for the Plaintiff in his submissions referred to the Plaintiff as a “bonafide owner” of the suit property.

33. As I have noted hereinabove, it beats logic how Mr. Bowen would obtain good title to the suit property which he freely acquired from the government, fail to pay land rates to the County Council then purport to lawfully transfer the same to the Plaintiff. It is even more intriguing that Mr. Bowen has not been to his own property since 1977, nor has he bothered to fence it. The allotment letter he claims he obtained through his son cannot be said to have been obtained legally. Worse still, the Plaintiff did not personally sign the sale agreement as the same was signed by her son. She also conceded in cross-examination that the suit property was bought by her husband and not herself. It is therefore my finding that the allotment letter issued to the Plaintiff is invalid, null and void.

34. Can it be said that the Plaintiff is a bonafide purchaser or bona fide possessor of the suit property?

Black’s Law Dictionary 9th edition defines a bonafide possessor as;

One who not only supposes himself to be the true proprietor of the land, but who is ignorant that his title is contested by some other Person claiming a better right to it.

35. It defines a Bonafide purchaser as;

One who has purchased property for value without any notice of any defects in the title of the seller or One who pays valuable consideration, has no notice of outstanding rights of others, and acts in good faith.

36. Counsel for the Plaintiff in his submissions contends that the Plaintiff is the “bonafide owner” of the suit property because she is the registered owner thereof as a purchaser for value as per the County Government of Kericho. He submits that all the documents were produced before court and there was no opposition at all from the Defendants hence the transaction was above board. Interestingly, he has not endeavored to explain how the Plaintiff who he claims to be an innocent purchaser failed to notice that the Defendants were in occupation of the suit property at the time she purchased it. The mere fact that the Plaintiff has title documents does not make her a bonafide purchaser.

37. As I have noted herein above, the Plaintiff confirmed during cross examination that she was well aware that Kipruto Arap Sang *alias* Chui was in occupation of the property together with the Defendants. She also confirmed that prior to the execution of the agreement she did not bother to question why Mr. Bowen would sell a property that was being occupied by the Defendants. The Assistant Chief who was fully aware of the dispute relating to the suit property proceeded to execute the sale agreement without consulting the Chief who was dealing with the conflict. This is clear evidence that the Plaintiff was not an innocent purchaser and cannot qualify to be termed as a bonafide purchaser or possessor.

38. The argument by her counsel that that the Plaintiff produced all exhibits without any opposition at all from the Defendant is misleading. It is clear from the court record that counsel for the Defendants objected to the production of a letter dated 10th September 2008, receipts indicating that the rent had been paid by the Plaintiff, the demand for rent dated 22nd February, 2012 and the letter from the Chief Officer Land, Housing and Physical Planning. These documents were then marked for identification and the Plaintiff was required to call the makers of the said documents to come and produce them. From the court proceedings, it is clear that on diverse dates, counsel for the Plaintiff sought adjournments to present the said witnesses in court. He finally called a Revenue officer who only produced receipts and the demand letter demanding payment of rent. The County Chief Officer, Land, Housing and Physical Planning was never called as a witness. However, when the County Attorney appeared before the court, he stated that the clerk who allegedly authored the letter approving the transfer had retired and the transfer documents could not be traced. This means that the critical letter approving the alleged transfer though marked for identification was never produced as an exhibit before this court. This observation clearly demonstrates that the process of transfer of title to the Plaintiff is questionable. Consequently, the Plaintiff cannot be said to have a proper title in respect of the suit property which is capable of being protected by this court.

39. The Court of Appeal faced with a similar scenario in **Kenneth Nyaga Mwigie v Austin Kiguta & 2 others Civil Appeal No. 140 of 2008 [2015] eKLR** stated that:

..... The marking of a document is only for purposes of identification and is not proof of the contents of the document. The reason for marking is that while reading the record, the parties and the court should be able to identify and know which was the document before the witness. The marking of a document for identification has no relation to its proof; a document is not proved merely because it has been marked for identification.

Once a document has been marked for identification, it must be proved. A witness must produce the document and tender it in evidence as an exhibit and lay foundation for its authenticity and relevance to the facts of the case. Once this foundation is laid, the witness must move the court to have the document produced as an exhibit and be part of the court record. If the document is not marked as an exhibit, it is not part of the record. If admitted into evidence and not formally produced and proved, the document would only be hearsay, untested and an unauthenticated account.

*In **Des Raj Sharma -v- Reginam(1953) 19 EACA 310**, it was held that there is a distinction between exhibits and articles marked for identification; and that the term “exhibit” should be confined to articles which have been formally proved and admitted in evidence. In the Nigerian case of **Michael Hausa -v- The State(1994) 7-8 SCNJ 144**, it was held that if a document is not admitted in evidence but is marked for identification only, then it is not part of the evidence that is properly before the trial judge and the judge cannot use the document as evidence.*

Guided by the decisions cited above, a document marked for identification only becomes part of the evidence on record when formally produced as an exhibit by a witness. In not objecting to the marking of a document for identification, a party cannot be said to be accepting admissibility and proof of the contents of the document. Admissibility and proof of a document are to be determined at the time of production of the document as an exhibit and not at the point of marking it for identification. Until a document marked for identification is formally produced, it is of very little, if any, evidential value.

*In the instant case, we are of the view that the failure or omission by the respondent to formally produce the documents marked for identification being MFI 1, MFI 2 and MFI 3 is fatal to the respondents’ case. The documents did not become exhibits before the trial court; they had simply been marked for identification and they have no evidential weight. The record shows that the trial court relied on the document “MFI 2” that was marked for identification in its analysis of the evidence and determination of the dispute before the court. We are persuaded by the dicta in the Nigerian case of **Michael Hausa -v- The State(1994) 7-8 SCNJ 144** that a document marked for identification is not part of the evidence that a trial court can use in making its decision.*

40. Having established that the agreement entered between Mr. Bowen and the Plaintiff was invalid; that Mr. Bowen did not have good title over suit the property prior to transferring it; that the Plaintiff did not have proof that the County Council of Kipsigis approved the transfer and that the Plaintiff was not a bonafide purchaser for value without notice of the Defendant’s interest in the suit property, I am convinced beyond any shadow of doubt that the Plaintiff has no valid title to the suit property.

41. Section 26(1) of the Land Registration Act provides as follows: -

“The certificate of title issued by the Registrar upon registration, or to a purchaser of land upon a transfer or transmission by the proprietor shall be taken by all courts as prima facie evidence that the person named as proprietor of the land is the absolute and indefeasible owner, subject to the encumbrances, easements, restrictions and conditions contained or endorsed in the certificate,

and the title of that proprietor shall not be subject to challenge, except—

(a) on the ground of fraud or misrepresentation to which the person is proved to be a party; or

(b) where the certificate of title has been acquired illegally, unprocedurally or through a corrupt scheme.

42. Section 26 above, does provide at Subsection (1) that the Certificate of title is to be taken as prima facie evidence of proprietorship, but it will be seen that such title, is subject to challenge if, the same was acquired through fraud or misrepresentation to which the party is proved to be a party, or where the Certificate of title has been acquired illegally, unprocedurally or through a corrupt scheme.

43. In the Case of **Zacharia Wambugu Gathimu & Another V John Ndungu Maina [2019] eKLR** it was held that:

”.....As it may be observed, the law is extremely protective of title but the protection can be removed and title impeached, on two instances. The first is where the title is obtained by fraud or misrepresentation to which the person must be proved to be a party. The second is where the certificate of title has been acquired illegally, unprocedurally or through a corrupt scheme.

163. The import of Section 26 of the Land Registration Act was considered in the case of **Elijah Makeri Nyangwra _vs- Stephen Mungai Njuguna & Another [2013] eKLR** where Munyao J, answered the question as to whether title is impeachable under section 26 (1) (b) of the said Act as follows;

“ First, it needs to be appreciated that for Section 26 (1) (b) to be operative, it is not necessary that the title holder be a party to the vitiating factors noted therein which are that the title was obtained illegally, unprocedurally or through a corrupt scheme. The heavy import of section 26 (1) (b) is to remove protection from an innocent purchaser or innocent title holder. It means that the title of an innocent person is impeachable so long as that title was obtained illegally, unprocedurally or through a corrupt scheme. The title holder need not have contributed to these vitiating factors. The purpose of section 26 (1) (b) in my view is to protect the real title holders from being deprived of their titles by subsequent transactions.”

44. In the circumstances of this case, it is apparent to me that the title herein was acquired illegally, unprocedurally or through a corrupt scheme and is therefore invalid.

Whether the Defendants have a valid claim over the suit property as against the plaintiff

45. On their part, the Defendants maintained that they acquired the plot in 1964 and have been in occupation of the same without any interruption. Their version of events leading to the acquisition of the land parcel herein is clearly explained and backed up by uninterrupted peaceful possession, occupation and use of plot No. 30 Kabianga market. It is also clear from my analysis hereinabove that neither Mr. Bowen nor the Plaintiff has ever taken possession of the suit property despite holding allotment letters that I have found to be null and void. It is not lost to me that the Plaintiff only wishes this court to assist in her taking possession of a property she has all along known to be occupied by the Defendants.

46. The Defendants raised a Counterclaim and particularized the particulars of fraud committed by the Plaintiff in collaboration with the officials of the defunct County Council of Kipsigis in an attempt to defraud the Defendants of the land parcel herein. The Defendants successfully challenged the Plaintiff’s transfer documents which were in the end not tendered in evidence.

47. In as much the Defendants do not have any document to show ownership of the property as submitted by counsel for the Plaintiff, the fact that it is admitted by all the parties that they have been in occupation of the suit property even before the Mr. Bowen acquired it shows that they have a valid claim to the suit property through adverse possession .

48. In the end, I find that the Plaintiff has failed to prove her case on a balance of probabilities and I dismiss her suit. On the other hand, I find that the Defendants have proved their counterclaim on a balance of probabilities and I allow it in the following terms;

a) A declaration is hereby issued that the Defendants are the lawful owners of the parcel of land known as plot No. 30 situate at Kabianga Market and shall be registered as the owners thereof forthwith.

b) A permanent order of injunction is hereby issued against the Plaintiff either by herself, her agents, assigns and or representatives from interfering in any way by either entering into parcel of land plot No. 30 situate in Kabianga Market and or dealing in any way to the detriment of the defendant’s occupation of the property.

c) The Plaintiff shall bear the costs of the suit and counterclaim.

DATED, SIGNED AND DELIVERED AT KISII THIS 15TH DAY OF APRIL, 2021.

.....
J.M ONYANGO

JUDGE