Stephen Mwangi Njuguna t/a Green System Africa Contractor v Beach Plastic Limited Company (Civil Appeal 567 of 2019) [2025] KEHC 13236 (KLR) (Civ) (18 September 2025) (Judgment)

Neutral citation: [2025] KEHC 13236 (KLR)

REPUBLIC OF KENYA

IN THE HIGH COURT AT NAIROBI (MILIMANI LAW COURTS)

CIVIL

CIVIL APPEAL 567 OF 2019

DKN MAGARE, J

SEPTEMBER 18, 2025

BETWEEN

STEPHEN MWANGI NJUGUNA T/A GREEN SYSTEM AFRICA CONTRACTOR ..... APPELLANT

AND

BEACH PLASTIC LIMITED COMPANY ..... RESPONDENT

(An appeal from the Judgment and decree of Hon. E. Wanjala (Miss) Senior Resident Magistrate dated 5.9.2019 arising from Nairobi CMCC No. 6852 of 2018)

JUDGMENT

1. This is an appeal from the Judgment and decree of Hon. E. Wanjala (Miss) Senior Resident Magistrate dated 5.9.2019 arising from Nairobi CMCC No. 6852 of 2018. The Appellant was the defendant in the lower court.
2. The Memorandum of Appeal dated 1.10.2019 raised the following grounds:
    a. The learned magistrate erred in law and fact in failing to find that the Appellant was not in breach of contract.
    b. The learned magistrate erred in law and fact in rewriting a new contract between the parties.
    c. The learned magistrate erred in law and fact in failing to consider that the Respondent admitted that the measure of work was per cubic metres.
    d. The learned magistrate erred in law and fact in failing to consider the evidence of the Defendant on variation of contract.
    e. The learned magistrate erred in law and fact in shifting the burden of proof.

3. The Appellant contended that the learned magistrate misdirected herself by finding that the Appellant was in breach of contract. The court was blamed for going beyond the pleadings and thereby rewriting a new contract between the parties. This was said to be failure to appreciate and give due weight to the Respondent's admission that the measure of work was per cubic metre. The court failed to consider the Appellant's evidence on the variation of the contract and shifted the burden of proof.

4. The Plaint dated 4.7.2018 pleaded that the Respondent was subcontractor and the Appellant the contractor. The Appellant agreed to pay Ksh. 1,500 per cubic meter which was to be paid within 8 days after completion of the excavation. The particulars of the work done were pleaded as follows:

    a. Breaker 463 hours at Ksh. 10000 per hour – Ksh. 4,630,000

    b. Shovel 26.5 hours at Ksh. 6,000 per hour – Ksh. 159,000

    c. Trips loading 39 at Ksh. 10000 per trip – Ksh. 39,000

    Amount paid Ksh. 2,100,000

    Respondent claimed the balance of Ksh. 2,728,000/=

5. The Respondent sought a sum of Kshs. 2,728,000/=. It was his case that in 2016, the parties entered into a contractor's agreement whereby he was engaged to provide and supervise all labour services required for the completion of hard rock breaking works at the Appellant's site in Upper Hill, Nairobi. He averred that he duly performed his obligations under the agreement but the Appellant failed to pay the agreed sums, thereby occasioning the claim. The Respondent stated that a sum of Ksh. 1,500/= per cubic meter was agreed. However, it was impossible to measure. Consequently, the changed the contract to per hour. The late was changed after performance.

6. The Appellant entered appearance and filed defence dated 27.9.2018 denying the averments in the plaint. In particular, the Appellant averred that the standard of measure per contract was per cubic meter and not per hour. He stated that they had fully paid.

7. The lower court heard the parties and proceeded to render Judgment allowing the claim. Aggrieved by the finding of the lower court, the Appellant lodged this appeal.

Evidence

8. During the hearing, PW1 testified as the Respondent. He relied on his witness statement and produced the documents in his list of documents. It was his case that he executed an agreement dated 06.11.2016 with the Appellant, acting in his capacity as a contractor and director of the Respondent. According to him, the agreement initially provided for payment based on cubic metres. However, since the construction was ongoing, the parties could not measure the work in cubic metres and therefore agreed that payment would be made on an hourly basis. He testified that he was partly paid a sum of Kshs. 2,100,000/= for hours worked, but the balance of Kshs. 2,728,000/= remained outstanding.

9. The Respondent thus sought a sum of Kshs. 2,728,000/=. He maintained that under the 2016 contractor's agreement, he was engaged to provide and supervise labour services for the completion of hard rock breaking works at the Appellant's site in Upper Hill, Nairobi. He averred that he fully performed his obligations but the Appellant failed to settle the agreed sums. He further testified that the Appellant had issued him with cheques dated 21.01.2016 and 14.02.2016, both of which were dishonoured. On cross-examination, he stated that the Appellant refused to measure the work per cubic metre and that his claim was therefore based on hours worked and not cubic measurement.

10. On the other hand, the Appellant, through the testimony of DW1, stated that payment was to be made per cubic metre at the rate of Kshs. 1,500/= and not on an hourly basis. On cross-examination, DW1 maintained that although there were bylaws, he was not aware whether they had been published. He further asserted that the Appellant did not pay for any excess work and emphasized that no criminal case had ever been instituted against the Appellant.

Submissions

11. The Appellant filed submissions dated 5.6.2024 by which it was submitted that the lower court rewrote the contract as there was no variation from cubic metres to hours as a unit of payment. Reliance was placed inter alia on National Bank of Kenya Ltd vs. Pipe Plastic Samkolit (K) Ltd (2002) 2 E.A. 503, (2011) eKLR where the Court of Appeal at page 507 stated as follows: -

> A court of law cannot rewrite a contract between the parties. The parties are bound by the terms of their contract, unless coercion, fraud or undue influence are pleaded and proved.

12. The Appellant also submitted and relied on res ipsa loquitor to affirm the position that the agreement was effective as was signed by both parties. He cited inter alia Nandwa v Kenya Kazi Limited (1988) eKLR.

13. The Respondent filed submissions dated 24.10.2024 by which it was submitted that the invoice proved that work was billed in hours. It was also submitted by the Respondent that the appeal was filed on 1.10.2019 but not served until 11.1.2021.

Analysis

14. This being a first appeal, this court is under a duty to re-evaluate and assess the evidence and make its own conclusions. It must, however, keep at the back of its mind that a subordinate court, unlike the appellate court, had the advantage of observing the demeanour of the witnesses and hearing their evidence first hand.

15. This court will not interfere with the exercise of judicial discretion by an inferior court unless it is satisfied that its decision is clearly wrong. In the case of Mbogo and Another vs. Shah [1968] EA 93 the court stated:

> "...that this Court will not interfere with the exercise of judicial discretion by an inferior court unless it is satisfied that its decision is clearly wrong, because it has misdirected itself or because it has acted on matters on which is should not have acted or because it failed to take into consideration matters which it should have taken into consideration and in doing so arrived at a wrong conclusion."

16. The duty of the first appellate court was set out in the case of Selle and another Vs Associated Motor Board Company and Others [1968]EA 123, where the Judges in their usual gusto, held as follows;-

> ".. this court is not bound necessarily to accept the findings of fact by the court below. An appeal to this court ... is by way of re-subordinate and the Court of Appeal is not bound to follow the subordinate Court's finding of fact if it appears either that he failed to take account of particular circumstances or probabilities or if the impression of demeanour of a witness is inconsistent with the evidence generally."

17. The court is to bear in mind that it had neither seen nor heard the witnesses. It is the subordinate court that has observed the demeanor and truthfulness of those witnesses. However, documents still speak for themselves. The observation of documents is the same as the lower court as parties cannot read into those documents matters extrinsic to them.

18. This court's jurisdiction to review the evidence should be exercised with caution. In the cases of Peters vs Sunday Post Limited [1958] EA 424 , the court therein rendered itself as follows:-

> " It is a strong thing for an appellate court to differ from the findings on a question of fact, of the judge who had the advantage of seeing and hearing the witnesses...But the jurisdiction to review the evidence should be exercised with caution: it is not enough that the appellate court might have come to a different conclusion..."

19. This court did not have the advantage of seeing and hearing the witnesses as did the lower court, yet it must reconsider the evidence, evaluate it itself and draw its own conclusions.

20. The Appellant urged the court to find that the lower court erred in allowing the suit. This court is entitled to reevaluate the pleadings and evidence at the lower court. On the proof of the allegations of breach of contract, in Raghbir Singh Chatte v National Bank of Kenya Limited [1996] eKLR the Court of Appeal stated thus:

> " When a party in any pleading denied an allegation of fact in the previous pleading of the opposite party, he must not do so evasively, but answer the point of substance. Thus, if it be alleged that he received a certain sum of money, it shall not be sufficient to deny that he received that particular amount, but he must deny that he received that sum, or any part thereof, or else set out how much he received. And so, when a matter of fact is alleged with divers circumstances, it shall not be sufficient to deny it as alleged along those circumstances, but fair and substantial answer must be given."...
>
> ...First of all a mere denial is not a sufficient defence in this type of case there must be some reason why the defendant does not owe the money. Either there was no contract or it was not carried out and failed. It could also be that payment had been made and could be proved. It is not sufficient therefore simply to deny liability without some reason given."

21. The burden was with the Respondent to prove his case against the Respondent. On this subject, Section 107 (1) of the *Evidence Act*, Cap 80 Laws of Kenya 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.

22. A party who invokes the aid of the law and asserts affirmative of an issue has the burden to prove the matters in issue. In Anne Wambui Ndiritu –vs- Joseph Kiprono Ropkoi & Another [2005] 1 EA 334, the Court of Appeal held that:

> " As a general proposition under Section 107 (1) of the *Evidence Act*, Cap 80, the legal burden of proof lies upon the party who invokes the aid of the law and substantially asserts the affirmative of the issue. There is however the evidential burden that is case upon any party the burden of proving any particular fact which he desires the court to believe in its existence which is captured in Sections 109 and 112 of the Act."

23. The burden of proof also casts upon any party, the burden of proving any particular fact which he desires the court to believe in its existence. In Evans Nyakwana –vs- Cleophas Bwana Ongaro [2015] eKLR it was held that:

> " As a general preposition the legal burden of proof lies upon the party who invokes the aid of the law and substantially asserts the affirmative of the issue. That is the purport of Section 107 (i) of the *Evidence Act*, Chapter 80 Laws of Kenya. Furthermore, the evidential burden... is cast upon any party, the burden of proving any particular fact which he desires the court to believe in its existence. That is captured in Section 109 and 112 of law that proof of that fact shall lie on any particular person...The appellant did not discharge that burden and as Section 108 of the *Evidence Act* provides the burden lies in that person who would fail if no evidence at all were given as either side."

24. The question then is what amounts to proof on a balance of probabilities. Kimaru, J in William Kabogo Gitau –vs- George Thuo & 2 Others [2010] 1 KLE 526 stated that:

> " In ordinary civil cases a case may be determined in favour of a party who persuades the court that the allegations he has pleaded in his case are more likely that not to be what took place. In percentage terms, a party who is able to establish his case to a percentage of 51% as opposed to 49% of the opposing party is said to have established his case on a balance of probabilities. He has established that it is probable than not that the allegations that he made occurred."

25. Courts have established that the more serious the allegation the less likely it is that the event occurred and, hence, the stronger should be the evidence before the court concludes that the allegation is established on the balance of probability. Lord Nicholls of Birkenhead in Re H and Others (Minors) [1996] AC 563, 586 held that;

> " The balance of probability standard means that a court is satisfied an event occurred if the court considers that, on the evidence, the occurrence of the even was more likely than not. When assessing the probabilities the court will have in mind as a factor, to whatever extent is appropriated in the particular case, that the more serious the allegation the less likely it is that the event occurred and, hence, the stronger should be the evidence before the court concludes that the allegation is established on the balance of probability....."

26. The preponderance of probabilities as degree is well settled. It must carry a reasonable degree of probability, but not so high as is required in a criminal case. Furthermore in Palace Investment Ltd –vs- Geoffrey Kariuki Mwenda & Another [2015] eKLR, the Judges of Appeal held that:

> " Denning J, in Miller –vs- Minister of Pensions [1947] 2 All ER 372 discussing the burden of proof had this to say;-
>
> > "That degree is well settled. It must carry a reasonable degree of probability, but not so high as is required in a criminal case. If the evidence is such that a tribunal can say: we think it more probable than not; the burden is discharged, but, if the probabilities are equal it is not.
> >
> > This burden on a balance or preponderance of probabilities means a win however narrow. A draw is not enough. So, in any case in which the tribunal cannot decide one way or the other which evidence to accept where both parties...are equally

(un) convincing, the party bearing the burden of proof will lose because the requisite standard will not have been attained."

27. With the above guide, in the instant appeal, the Respondent sought an order against the Appellant to pay for the works done. The Appellant paid Ksh. 2,100,000/= and the Respondent claimed a balance of Ksh. 2,728,000/=. In David Bagine v Martin Bundi [1997] eKLR, the Court of Appeal cited the judgment by Lord Goddard CJ. in Bonham Carter v Hyde Park Hotel Limited (1948) 64 TLR 177), where he held that:

> [The] Plaintiffs must understand that if they bring actions for damages it is for them to prove damage. It is not enough to note down the particulars and, so to speak, throw them at the head of the court saying 'this is what I have lost', I ask you to give me these damages; they have to prove it.
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> in Attorney General of Jamaica v Clerke (Tanya) (nee Tyrell), Cooke, J.A. delivering the judgment of the court stated that special damages must be strictly proved; the court should be very wary to relax this principle; that what amounts to strict proof is to be determined by the court in the particular circumstance of the case and the court may consider the concept of reasonableness.

28. The nature of the Respondent's claim was also a liquidated sum. The amount was specific and how it was arrived at was important as to enable the court discern the source and import of the claim. With special damages, the rule is strict mathematical. The court has to discern pleaded damages and proceed to find their proof. It is not based on estimates. The Court of Appeal in Jogoo Kimakia Bus Services Ltd vs. Electrocom International Ltd [1992] KLR 177 stated that:

> " The law on damages stipulates various types of damages. The distinction between general and special damages is mainly a matter of pleading and evidence. General damages are awarded in respect of such damages as the law presumes to result from the infringement of a legal right or duty. Damages must be proved but the claimant may not be able to quantify exactly any particular items in it. Special damages are the precise amount of pecuniary loss which the claimant can prove to have followed from the particular facts set out in the pleadings. They must be specifically pleaded."

29. The Respondent's case was that although agreement was in cubic metres, there were variations owing to the difficulty paying in cubic and parties agreed to pay in terms of hours. The Respondent raised the invoice and the Appellant settled Ksh. 2,100,000/= leaving out the balance that was claimed herein. However there is no variation agreement. The evidence tendered was as regards to unilateral variation after due performance. What then is the raison d'être for charging per hour. The agreement was in writing and was not by any extension amended either by implication or by parties.

30. In Fidelity & Commercial Bank Ltd V Kenya Grange Vehicle Industries Ltd (2017)eKLR, the Court of Appeal, Ouko, Kiage and Murgor JJA held as doth;-

> " Courts adopt the objective theory of contract interpretation, and profess to have the overriding aim of giving effect to the expressed intentions of the parties when construing a contract. This is what sometimes is called the principle of four corners of an instrument, which insists that a document's meaning should be derived from the document itself, without reference to anything outside of the document (extrinsic evidence), such as the circumstances surrounding its writing or the history of the party or parties signing it.

31. In the case of Fidelity & Commercial Bank Ltd V Kenya Grange Vehicle Industries Ltd (2017) eKLR, the Court of Appeal, Ouko, Kiage and Murgor JJA addressed the question of parole evidence as follows:

> " Courts adopt the objective theory of contract interpretation, and profess to have the overriding aim of giving effect to the expressed intentions of the parties when construing a contract. This is what sometimes is called the principle of four corners of an instrument, which insists that a document's meaning should be derived from the document itself, without reference to anything outside of the document (extrinsic evidence), such as the circumstances surrounding its writing or the history of the party or parties signing it.

32. Further, in the case of Prudential Assurance Company of Kenya Limited V Sukhwender Singh Jutney and Another, Civil Appeal No. 23 of 2005 the Court citing a passage in Odgers Construction of Deeds and Statutes (5th edn.) At p.106 emphasized that in construing the terms of a written contract;

> " It is a familiar rule of law that no parole evidence is admissible to contradict, vary or alter the terms of the deed or any written instrument. The rule applies as well to deeds as to contracts in writing. Although the rule is expressed to relate to parole evidence, it does in fact apply to all forms of extrinsic evidence.

33. Both parties agree that the task was concluded satisfactorily. The parties had in writing set out terms of the agreement. There was no breach of agreement. There was no agreement to pay per cubic metre. There was no agreement changing the new terms to a new contract. The contract had been performed. Any addition other than the agreed flow must be contextualized to the agreement. Nothing could have been harder than to place the agreement to change the contract in evidence. The more fundamental aspect is the consideration for change of terms after performance.

34. Past consideration refers to a promise or act that was performed before the formation of a contract. As a general rule, past consideration is not valid consideration for a new agreement, because valid consideration requires that the exchange of value coincide with, or arise out of, the creation of the contract.

35. Where the original contract provided for measurement in cubic metres, any subsequent alteration to payment terms or performance obligations amounts to a variation contract. A variation contract is itself a binding agreement, and therefore must be supported by fresh, valid consideration. It cannot be unilaterally imposed; rather, it requires reference to the reciprocal benefit accruing to the other party. Without such mutuality of benefit and agreement, the variation is unenforceable.

36. It was not in dispute that the Respondent fulfilled his bargain under contract by furnishing all labour services to complete hard rock breaking works. The Appellant paid Ksh. 2,100,000/=. A party is bound by its pleadings. Whereas the Respondent proved the existence of an agreement and performance thereof, there were no measurement in hours.

37. Civil Appeal 141 of 2019 (referring back to Kukal Properties Development Ltd v Tafazzal H. Maloo & 3 others [1993] eKLR)

38. It was not in dispute that the Respondent fulfilled his bargain under the contract by providing and supervising the labour services necessary for the completion of the hard rock breaking works at the Appellant's site. What emerged from the evidence was a dispute as to the mode of measurement to facilitate payment. Whereas the Respondent asserted that the parties agreed to vary the initial term of payment per cubic metre to payment per hour due to the impracticability of measuring the works

during construction, the Appellant maintained that payment was only to be made per cubic metre at the rate of Kshs. 1,500/=.

39. The Respondent further stated that he had been partly paid for hours worked but that a balance of Kshs. 2,728,000/= remained outstanding. What is clear was that the parties were under duty to measure works by cubic meters as per contract. The extraction site was a measurable site. It was not under water. The measurements were very specific. Even if the parties wished to estimate, they will have done so. However, the parties decided to play games at each other. The Respondent was under contractual duty to measure works done. Unfortunately, they only measured the number of trips they made. It is rather preposterous to measure metrics that parties have not agreed upon.

40. The last issue is payment of invoices raised in hours. The payment does by itself or by implication change terms. Even where the court is prepared to the change of terms, it was not shown that one cubic metre is equivalent to 1 hour's work. This is important in a matter where parties agreed that the contract should be completed in 8 days. There was no agreement on ascertaining the number of hours worked. The court is unable to enforce unilateral alteration of a contract. There cannot be a variation of contract without acceptance and consideration. In the case of Kukal Properties Development Ltd v Tafazzal H. Maloo & 3 others [1993] KECA 65 (KLR), the Court of Appeal [Muli, Gachuhi & Kwach JJ A] posited as follows:

> 41. Mrs Dias contended that all the evidence including correspondence between the parties prior to or after the agreement are admissible. I think that this contention is sweeping. As I understand it where the contract is in writing and its terms are clear and unambiguous, no extrinsic evidence may be called to add or detract from it. (See Damodar v Eustagce, [1967] EA 153 at p 159 Spry JA, as he then was).
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> 42. Evidence of negotiations is never admissible to vary the terms of the written contract. However, where there is a latent ambiguity, extrinsic evidence may be given of surrounding facts to explain the ambiguity. But certainly no evidence or correspondence on prior negotiations may be admissible. It is assumed that the intentions of the parties to a written contract are embodied in a written contract itself. I have used the phrase "priority negotiations" because subsequent correspondence may affect the written contract where it is clear from the wording that the parties intended such subsequent correspondence to affect the written contract. For instance, subsequent correspondence may vary the terms of the written contract if it is clear from the correspondence that the parties intended to vary the contract.
>
> 43. Mrs Dias urged us to consider prior correspondence to show that there was another contract concerning financial arrangements. The learned trial judge held that prior correspondence was admissible. This was a misdirection. Prior correspondence was purely prior negotiations and therefore inadmissible. In Aberfoyle v Cheng [1959] 3 All ER 910 at 918F Lord Jenkins, as he then was said:
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> Their Lordships can attach no importance to the vendor's argument based on surrounding circumstances. The parties chose to fix Apr 30, 1956 by the agreement as the date for what they themselves described as "completion" and must be bound by that choice.
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> 44. It should also be placed on record that certain evidence as to an alternation made in Cl 4 of the draft of the agreement when the matter was in negotiation, which Good, J appears to have admitted was, in their Lordship's view, wholly inadmissible for the purpose of construing the agreement itself, and was by common consent excluded from consideration at the hearing before them."

41. A party cannot invoke equity to change or overturn the law or a contract. It must be remembered that equity follows the law. The agreement between the parties expressly provided that payment was to be made per cubic metre. The Respondent's assertion that the contract was later varied to payment per hour was not supported by credible evidence. No written variation or mutual agreement was produced to prove such a change. In the absence of an agreed basis for payment by the hour, the Respondent could not unilaterally depart from the express terms of the contract. Partial payments made by the Appellant did not amount to a waiver of the contractual terms, nor did they create a new contract. This matter is guided under National Bank of Kenya Ltd v Pipeplastic Samkolit (K) Ltd & another [2001] eKLR.

42. The net effect is that the court erred in finding that there was breach of contract. Both sides performed their part of the bargain. However, the respondent was unable to prove that money was due under the contract because they did not use agreed metrics.

43. The next issue is the question of costs. They are governed by Section 27 of the *Civil Procedure Act*, which provides as follows:

> (1) Subject to such conditions and limitations as may be prescribed, and to the provisions of any law for the time being in force, the costs of and incidental to all suits shall be in the discretion of the court or judge, and the court or judge shall have full power to determine by whom and out of what property and to what extent such costs are to be paid, and to give all necessary directions for the purposes aforesaid; and the fact that the court or judge has no jurisdiction to try the suit shall be no bar to the exercise of those powers: Provided that the costs of any action, cause or other matter or issue shall follow the event unless the court or judge shall for good reason otherwise order.
>
> (2) The court or judge may give interest on costs at any rate not exceeding fourteen per cent per annum, and such interest shall be added to the costs and shall be recoverable as such.

44. The Supreme Court set forth guiding principles applicable in the exercise of that discretion in the case of Jasbir Singh Rai & 3 others v. Tarlochan Singh Rai & 4 others, SC Petition No. 4 of 2012; [2014] eKLR, as follows: -

> 18. It emerges that the award of costs would normally be guided by the principle that "costs follow the event": the effect being that the party who calls forth the event by instituting suit, will bear the costs if the suit fails; but if this party shows legitimate occasion, by successful suit, then the defendant or respondent will bear the costs. However, the vital factor in setting the preference, is the judiciously-exercised discretion of the Court, accommodating the special circumstances of the case, while being guided by ends of justice. The claims of the public interest will be a relevant factor, in the exercise of such discretion, as will also be the motivations and conduct of the parties, prior-to, during, and subsequent-to the actual process of litigation.
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> 22. Although there is eminent good sense in the basic rule of costs - that costs follow the event- it is not an invariable rule and, indeed, the ultimate factor on award or non-award of costs is the judicial discretion. It follows, therefore, that costs do not, in law, constitute an unchanging consequence of legal proceedings - a position well illustrated by the considered opinions of this Court in other cases. The relevant question in this particular matter must be, whether or not the circumstances merit an award of costs to the Applicant.

45. In the circumstances of this case, an award of costs of Kshs. 95,000/= to the appellant is just and proper.

Determination

46. In the upshot, I make the following orders: -

a. The appeal is allowed with costs of Kshs.95,000/=.

b. Judgment in Nairobi CMCC No. 6852 of 2018 is set aside. The lower court suit is dismissed with costs.

c. 30 days stay of execution.

d. The file is closed.

DELIVERED, DATED AND SIGNED AT NYERI ON THIS 18TH DAY OF SEPTEMBER, 2025. JUDGMENT DELIVERED THROUGH MICROSOFT TEAMS ONLINE PLATFORM.

KIZITO MAGARE

JUDGE

In the presence of: -

Kirwa, Koskei & Co. Advocates for the Appellant

Irungu Mwangi, Nganga T.T & Co. Advocates for the Respondent

Court Assistant – Michael