



**In re Estate of Late Kamau Gichui (Deceased) (Probate & Administration 10 of 1985) [2024] KEHC 11108 (KLR) (20 September 2024) (Ruling)**

Neutral citation: [2024] KEHC 11108 (KLR)

**REPUBLIC OF KENYA  
IN THE HIGH COURT AT ELDORET  
PROBATE & ADMINISTRATION 10 OF 1985  
RN NYAKUNDI, J  
SEPTEMBER 20, 2024**

**IN THE MATTER OF THE ESTATE OF LATE KAMAU GICHUI (DECEASED)**

**BETWEEN**

**MONICA WAMBUI KAMAU ..... APPLICANT**

**AND**

**JAMES NGUGI KAMAU ..... RESPONDENT**

**AND**

**MOHAMED ALI ..... INTERESTED PARTY**

**RULING**

1. This matter is coming up for distribution of the estate of the deceased person. The parties put in their desired model of distribution, which I have captured as hereunder:
2. The Petitioner James Ngugi Kamau filed an affidavit on the proposed mode of distribution. The affidavit was sworn on 10<sup>th</sup> July, 2024 with averments as hereunder:
  - a. That I am the personal representative of the Estate of the Late Leah Mukami Gichuhi pursuant to a limited grant of letters of administration ad-litem.
  - b. That the late Kamau Gichuhi – deceased was my late father and had 2 houses comprising of that of our late mother Leah Mukami Gichuhi (now deceased) as the first house and the Respondent Monicah Wambui Kamau.
  - c. That during the lifetime of the deceased the land parcel known as Eldoret Municipality/Block 14/5 comprised a home and was occupied by the 1<sup>st</sup> family and we propose that it retains the distribution therein where there is myself and my sister Jane Muthoni Kamau.



- d. That also the land parcel known as Eldoret Municipality/Block 14/5 had already been acquired by the deceased before the relationship of himself and the respondent, Monicah Wambui Kamau commenced.
  - e. That the 2<sup>nd</sup> house of the Respondent do entirely retain the land parcel known as L.R. NO. 10492 as the deceased had set-up for them a home they lived there since 1972.
  - f. That the property known as Eldoret Municipality/Block/6/95 be shared equally as between the 2 houses as it was the business premises from where both families derived their sources of income.
  - g. That the distribution for the land parcel known as Eldoret Municipality/Block 6/95 be carried out by the first house being given shop no. 1 with 3 rooms, Verandah and sanitary area and shop no. 2 with 3 rooms, Verandah and sanitary area to the Respondent.
3. Monicah Wambui Kamau on the other hand equally filed an affidavit sworn on 11<sup>th</sup> July, 2024 in which she stated as follows:
- a. That I am second wife to Kamau Gichuhi who died intestate on 4<sup>th</sup> August, 1984 and is survived by two widows that is me and one Leah Mukami Kamau and nine children.
  - b. That Leah Mukami Kamau now deceased had two children namely Jane Muthoni (deceased) and James Ngugi Kamau while I have seven children namely Ngugi Kamau, Jane Muthoni, Waweru Kamau, Mwaniki Kamau, Njenga Kamau, George Kamau and Wanjiru Kamau.
  - c. That upon my husband's demise, Leah Mukami Kamau in Probate and Administration Cause No. 10 of 1985, petitioned for letters of Administration on or about 5<sup>th</sup> August, 1985 without my knowledge and consequently a Notice of Publication was forwarded in the Kenya Gazette on 16<sup>th</sup> August, 1985.
  - d. That on 29<sup>th</sup> August, 1985, being aware of my co-wife's malicious intentions to exclude me as an administrator and a beneficiary to the estate, I filed an objection to the making of Grant.
  - e. That consequently, we entered into negotiations with my co-wife and with the help of the elders, were able to have agree and by consent adopted as an order of the court on 16<sup>th</sup> October, 1985. The court directed that the estate of the deceased be distributed as follows:
    - i. Eldoret Municipality 6/95 was to be share as follows:  
 Eldoret residential quarters at the back thereof will exclusively belong to Monicah Wambui Kamau.  
 The front shop will be shared equally by both widows.
    - ii. The 4-acre piece of land known as L.R. 10492 belong to Monicah Wambui Kamau exclusively.
    - iii. Two acres in Eldoret Municipality Block 14/5 and all improvements thereon belong to Leah Mukami Kamau while the rest of the acres in the said land which have been sold or are yet to be sold and the balance of the proceeds of the purchase price thereof to be shared equally between the two widows herein.
    - iv. Njoroge Gichuhi, a brother to Kamau Gichuhi was ordered to pay a loan of Kshs. 540,000/= plus interest chargeable on the said loan for which Eldoret Municipality



Block 6/95 was charged and no other loan should be taken on the said property without the consent of the two widows.

- v. Any money left in the bank by the deceased to be shared 50-50.
- f. That in the year 1988 Njoroge Gichuhi purported to claim an interest in Eldoret Municipality Block 6/95 and filed Eldoret High Court Civil Case No. 121 of 1988 in which suit was determined in the widows' favour. He filed an Appeal in the Court of Appeal at Nakuru Civil Appeal no. 51 of 1990. The Appeal was dismissed on 29<sup>th</sup> September, 1993. He eventually paid the loan of Kshs. 540,000/= and the property was discharged.
- g. That on 4<sup>th</sup> November, 1996, my co-wife filed an application seeking that Eldoret Municipality Block 6/95 do vest in her and me by transmission.
- h. That the said application was filed without my knowledge and allowed on the basis that Jim Choge & Co. Advocates were acting on behalf of both of us which allegation was not true. By the said application being allowed, it enabled my co-wife to obtain certificates of confirmation of grant issued on 17<sup>th</sup> February, 1997 and 28<sup>th</sup> October, 1997.
- i. That despite the said consent orders issued on 16<sup>th</sup> October, 1985, the certificates of confirmation of grant issued on 17<sup>th</sup> February, 1997 and 28<sup>th</sup> October, 1997 granted her half share of Municipality Block 6/95 and an exclusive share in Eldoret Municipality Block 14/5. Apart from the two, Leah Mukami Kamau has also extracted several certificates of confirmation of Grant all in contradiction with the consent Order dated 16<sup>th</sup> October, 1985.
- j. That to aggravate the situation, she proceeded to apply for a transfer of lease for Eldoret Municipality Block 6/95 from Kamau Gichuhi to her name and mine stating that we both have an equal share to the said property and the same was issued on 21<sup>st</sup> July, 2000.
- k. That further, she sold portions of Eldoret Municipality Block 14/5 and failed to share the proceeds with me as stated in the consent Order dated 16<sup>th</sup> October, 1985.
- l. That initially Eldoret Municipality Block 14/5 was a 12.599-acre piece of land which had been bought by my late husband and his friend Gitonga Ngure. They divided the portions of land equally between themselves and the deceased remained with 6.299 acres.
- m. That my co-wife was granted 2 acres of the said property. The remaining 4.299 acres was to be sold and the proceeds of the same be divided equally between the two widows. As such my share would be proceeds from the sale of 2.149 acres. However, my co-wife disobeyed the consent order.
- n. That on 14<sup>th</sup> February, 2011 my advocates filed an application dated 11<sup>th</sup> February, 2011 seeking certificates of confirmation of Grant issued on 17<sup>th</sup> February, 1997 and 28<sup>th</sup> October, 1997 be hereby cancelled and expunged and a proper certificate of Grant be issued in terms of the consent order dated 16<sup>th</sup> October, 1985. Further, Leah Mukami Kamau be compelled to deposit certificates of lease for Eldoret Municipality Block 14/5 and Eldoret Municipality Block 6/95.
- o. That the application was allowed on 4<sup>th</sup> July, 2011 and we obtained a certificate of confirmation of grant affirming the order issued by Judge V.V. Patel J (as he was then) on 16<sup>th</sup> October, 1985 that:



- i. All residential quarters at the back thereof will exclusively belong to Monicah Wambui Kamau
  - ii. The front shop will be shared equally by both widows.
- p. That further, Leah Mukami Kamau was compelled to deposit certificates of lease for Eldoret Municipality Block 14/5 and Eldoret Municipality Block 6/95.
  - q. That Leah Mukami Kamau failed to deposit the certificates of lease which prompted me to instruct my advocates to file an application seeking for leave to file contempt of court proceedings against Leah Mukami Kamau which they did on 27<sup>th</sup> January, 2012.
  - r. That the court granted the said order on 15<sup>th</sup> June, 2012 and subsequently, I instructed my advocates to file an application to institute contempt proceedings which they did on 28<sup>th</sup> June, 2012.
  - s. That in her replying affidavit dated 9<sup>th</sup> July, 2012, Leah Mukami Kamau informed the court that Eldoret Municipality Block 14/5 had already been sold out to three individuals including the two acres which exclusively belonged to her in 1985 before the consent order was issued and the proceeds were shared among herself, Njoroge Gichuhi and myself. She further informed the court that she was not in a position to obtain the certificate of lease and annexed a statement of accounts for the land parcel prepared in February, 1986 by her Advocate Mr. A.G.N. Kamau and the same did not include my name.
  - t. That I disputed the facts deponed in Leah Mukami's replying affidavit dated 9<sup>th</sup> July, 2012 and continue to dispute the same to date.
  - u. That thereafter despite filling various applications, Leah Mukami Kamau failed to abide by all the court orders against her nor did she provide to me any proceeds derived from the sale of the parcels of land to date.
  - v. That it is after obtaining the certificate of confirmation of Grant dated 26<sup>th</sup> July, 2012, that my counsel advised me to file an application which we did on 10<sup>th</sup> April, 2015 seeking for orders that the certificate of lease issued on 21<sup>st</sup> July, 2000 be cancelled and the Uasin Gishu County Land Registrar do issue a proper certificate of lease in respect of parcel number Eldoret Municipality 6/95.
  - w. That vide a Ruling delivered on 17<sup>th</sup> June, 2020, this Honourable court granted the said orders and I proceeded to the Uasin Gishu County Land registry to seek a rectification of the lease.
  - x. That upon my co-wife's demise, she was substituted by her son James Ngugi Kamau who filed an application dated 21<sup>st</sup> October, 2021 seeking that the ruling delivered on 17<sup>th</sup> June, 2020 be reviewed or set aside. The said application was dismissed with costs on 7<sup>th</sup> July, 2022.
  - y. That since 2020, I have been following up on the rectification of the lease, and after several unsuccessful attempts, I was able to obtain a rectified lease which was issued on 19<sup>th</sup> February, 2024.
  - z. That on 26<sup>th</sup> October, 2021, one of my sons namely, Daniel Mwaniki Kamau filed an application against me seeking an order that he be allowed to receive an equal share of the income received in Eldoret Municipality Block 6/95 and Eldoret Municipality L.R No. 10492 as a beneficiary of the 2<sup>nd</sup> Household. The said application was allowed on 17<sup>th</sup> May, 2023 and



despite filing an application dated 3<sup>rd</sup> July, 2023 to review the said order, our application was dismissed via a ruling delivered on 24<sup>th</sup> September, 2023.

- z. That apart from this suit that is Probate and Administration cause no. 10 of 1985, a tenant of Leah Mukami Kamau has filed two cases against me, that is Eldoret BPRT No. 51 of 2020 and Eldoret CMELC No. 130 of 2021.
- aa. That Eldoret BPRT No. 51 of 2020 has since been finalized as judgment was issued on 14<sup>th</sup> June, 2024. We have since filed an Appeal and an application for stay of the judgment in Environment and Land Court at Eldoret. We are awaiting the court's directions on the same.
- ab. That due to my co-wife's actions, it is my humble prayer to this court that James Ngugi Kamau the son to Leah Mukami Kamau be compelled by this court to abide by the orders of this court and to abide by the orders of this court and render an account of the proceeds of the sale of Eldoret Municipality Block 14/5 and thereafter remit what is due to the second household.
- ac. That the proposed mode of distribution of the Estate abide by the consent order of 16<sup>th</sup> October, 1985 for the 2<sup>nd</sup> household the proposed distribution be as follows:
  - i. That the proceeds derived from our share of 2.149 acres of Eldoret Municipality Block 14/5 be shared equally amongst the deceased's beneficiaries.
  - ii. Our share of Eldoret Municipality 6/95 being 1 shop and the residential quarters at the back being 0.042 Ha be kept by the family and proceeds derived from it shall be used to cater for construction expenses incurred on the said property, my current day-to-day expenses and the remainder shared equally among the deceased's beneficiaries.
  - iii. The 4-acre piece of land previously known as L.R. 10492 belong exclusively to me.

### **Analysis and Determination**

- 4. This quite an old matter and as such the record is voluminous. However, one cannot miss to single out significant and fairly straightforward facts. The deceased died on 4<sup>th</sup> August, 1984. He was survived by two wives. One of the wives, Leah Mukami (deceased) petitioned for Letters of Administration without the knowledge of Monicah Wambui Kamau. Upon realizing the malice, Monicah Wambui filed an Objection of making of grant which resulted to a negotiation between the two with the help of the elders and they were able to record a consent, which was adopted as an order of the court on 16<sup>th</sup> October, 1985. According to the consent, the estate was to be distributed as follows:
  - i. Eldoret Municipality 6/95 was to be share as follows:

Eldoret residential quarters at the back thereof will exclusively belong to Monicah Wambui Kamau.

The front shop will be shared equally by both widows.
  - ii. The 4-acre piece of land known as L.R. 10492 belong to Monicah Wambui Kamau exclusively.
  - iii. Two acres in Eldoret Municipality Block 14/5 and all improvements thereon belong to Leah Mukami Kamau while the rest of the acres in the said land which have been sold or are yet to be sold and the balance of the proceeds of the purchase price thereof to be shared equally between the two widows herein.
  - iv. Njoroge Gichuhi, a brother to Kamau Gichuhi was ordered to pay a loan of Kshs. 540,000/= plus interest chargeable on the said loan for which Eldoret Municipality Block 6/95 was



charged and no other loan should be taken on the said property without the consent of the two widows.

- v. Any money left in the bank by the deceased to be shared 50-50.
5. The properties forming part of the estate that are contentious are ELDORET MUNICIPALITY BLOCK 6/95 and Eldoret Municipality Block 14/5. I have taken note of the decision by Hon. V.V Patel J that was rendered on 16<sup>th</sup> October, 1985 in which the property known as ELDORET MUNICIPALITY BLOCK 6/95 was distributed as hereunder:
- a. Eldoret Municipality 6/95 was to be share as follows:  
Eldoret residential quarters at the back thereof will exclusively belong to Monicah Wambui Kamau.  
The front shop will be shared equally by both widows.
  - b. The 4-acre piece of land known as L.R. 10492 belong to Monicah Wambui Kamau exclusively.
  - c. Two acres in Eldoret Municipality Block 14/5 and all improvements thereon belong to Leah Mukami Kamau while the rest of the acres in the said land which have been sold or are yet to be sold and the balance of the proceeds of the purchase price thereof to be shared equally between the two widows herein.
  - d. Njoroge Gichuhi, a brother to Kamau Gichuhi was ordered to pay a loan of Kshs. 540,000/ = plus interest chargeable on the said loan for which Eldoret Municipality Block 6/95 was charged and no other loan should be taken on the said property without the consent of the two widows.
  - e. Any other liquid cash lying in any bank or elsewhere be shared equally by the two widows.
6. Leah Mukami filed applications in between, which later saw her obtain certificates of confirmation grant issued, where she granted herself a share of Municipality Block 14/5. She proceeded to apply for a transfer of lease for Eldoret Municipality Block 6/95 from Kamau Gichuhi to her name and Monicah Kamau's claiming that they both have an equal share and the same was issued on 21<sup>st</sup> July, 2000. She subsequently sold portions of Eldoret Municipality Block 14/5 and failed to share the proceeds.
7. Vide this court's ruling dated 17.06.2020 this court rendered itself thus:
- “1. The certificate of lease issued on 21.7.2000 over parcel no. Eldoret Municipality/block 6/95 granting half share of the property to the parties herein be cancelled.
  2. The Uasin Gishu County Land Registrar do issue a proper certificate of lease in respect of parcel number Eldoret Municipality 6/95 in accordance with the confirmed grant letters of administration issued on the 26.7.2012 pursuant to which the petitioner/respondent is entitled to half share of the front shop only and the objector/applicant is entitled to half share of the front shop and all the residential quarters at the back and the development thereof.
  3. This court approves the survey plan attached herewith in respect of parcel number Eldoret Municipality/Block 6/95 as a true representation of the shares of the parties herein as specified in the aforesaid certificate of confirmation of grant issued on 26.7.2012.



4. There is a statement of accounts in the court record in respect of Eldoret Municipality block 14/5 for the period 2<sup>nd</sup> February, 1986 only. The Petitioner/Respondent be and is hereby ordered to render account of all proceeds acquired from the sale of Eldoret Municipality Block 14/5 for the entire period to-date.
5. Costs of this application be borne by the petitioner/respondent.”
8. During the hearing of the matter James Ngugi Kamau, holding forth as an administrator to the estate of the late Leah Mukami Gichui informed the court that he has been unable to give a probate account in so far as the terms of the above-mentioned order issued by Omondi J (as she then was) with regard to the above estate being part of the parcel of land survived of the deceased. It is apparent that the shares of the above referenced parcel of land was not for exclusive use for his late mother Leah Mukami Gichui. As far as way back in 1985 V.V Patel J. as he then was did allude to the mode of distribution of this identifiable share for the benefit of the two houses achieving both equality and equity. Notwithstanding that clear final order of the court, the beneficiaries are yet to benefit from the fruits of that judgment and as a matter of fact, following the death of Leah Mukami, the current administrator provides no sufficient cause with certainty why accounts cannot be submitted as ordered by the court. What that means is that this dispute as to the legal rights and obligations of the beneficiaries towards one another individually as a whole remain unresolved. On the face of the record, this is contempt of court by the administrator in relation to particular proceedings in this court of law which tends to undermine the administration of justice, inhibiting the other house from availing themselves the fruits of the intestate estate. In the present case, the administrator has disregarded the order of this court dated 17.06.2020 while he knows too well that this same court declared him as the rightful administrator to the estate of his late mother, Leah Mukami
9. In terms of traceability of the history of this litigation, it leads this court to make the following observations. First intertwined with distribution of this intestate estate are characteristics of co-ownership of both Elgon View, and Eldoret town municipality properties. This term indicates a situation where two or more persons own a thing in individual shares. In other words each co-owner has the right to a share in the entire property. In other words in so far as this estate is concerned each spouse as a co-owner has the right to a share which vests in them as of right. The import of it, another co-owner cannot alienate or encumber the property without the consent of the other co- owner. It goes without saying that the late Leah Mukami as a co-spouse to Monicah Wambui Kamau cannot alienate any of the shares in the property without the consent of the other. In the current case, some of the adjudicatory issues revolve around this doctrine which essentially has brought in frustrations to Monicah Wamboi Kamau for having been deprived of a rightful share to the intestate estate of the deceased.
10. In a nutshell, although on the face of it, this long protracted dispute if anything to go by was put to rest largely by the ruling of the session judge V.P Patel. From the scheme of the ruling the foundation was laid and now the estate was to be shared, unfortunately none of those elements of the order has fairly been enjoyed by the heirs to the estate. I have considered and examined the entire record which does indicate that the order dated 16<sup>th</sup> October, 1985 by V.V Patel (as he then was) is still sacrosanct. The subsequent applications culminating the Rulings dated 24<sup>th</sup> September, 2023, 17<sup>th</sup> May, 2023, 7<sup>th</sup> July, 2022 are all silent as to this order which had far reaching implications on the distribution of the estate within the provisions of Section 35, 36,37, 38 and 40 of the *Law of Succession Act*. Notwithstanding that position of litigation and re-litigation on the same subject matter that consent order has never been reviewed or impeached. I am in concurrence with the guidelines in the case of *Ibrahim Haji Isaack*



*vs. Kenya Meat Commission & Another [2013] eKLR, at the Industrial Court at Nairobi Cause No. 1052 2013* in which the learned judge Marete J. stated that a court order is not a mere suggestion or an opinion or a point of view. It is a directive that is issued after much thought and with circumspection. It must therefore be complied with and it is in the interest of every person that this remains the case. To see it any other way is to open the door to chaos and anarchy and this Court will not be the one to open that door. If one is dissatisfied with an order of the court, the avenues for challenging it are also set out in the law. Defiance is not an option.

11. In the case of Kenya Tea Growers Association Vs Francis Atwoli and 5 Others [2012] eKLR Lenaola J cited with approval the case of Clarke and Others Vs Chadburn & Others [1985] 1All E.R (PC), 211 in which the court observed that:

“I need not cite authority for the proposition that it is of high importance that orders of the courts should be obeyed, willful disobedience to an order of the court is punishable as a contempt of court, and I feel no doubt that such disobedience may properly be described as being illegal....even if the Defendants thought that the injunction was improperly obtained or too wide in its terms, that provides no excuse for disobeying it. The remedy is to vary or discharge it.”

12. For all intents and purpose, the order of 16<sup>th</sup> October, 1985 are still in force. I however take note of the fact that one of the properties has already been sold and the Petitioner did not give an account of the same. There is also no indication whether the parties attempted to strictly implement the orders issued by Hon. V.V. Patel J.

13. The Court of Appeal in Flora N. Wasike v Destimo Wamboko [1988] eKLR

“It is now settled law that a consent judgment or order has contractual effect and can only be set aside on grounds which would justify setting a contract aside, or if certain conditions remain to be fulfilled, which are not carried out: see the decision of this Court in JM Mwakio v Kenya Commercial Bank Ltd. Civil Appeals 28 of 1982 and 69 of 1983. In Purcell v F. C. Trigell Ltd [1970] 2 ACCER671, Winn LJ said at 676:

“It seems to me that, if a consent order is to be set aside on grounds which justify the setting aside of a contract entered into with knowledge of the material matters by legally competent persons, and I see no suggestion here that any matter that occurred would justify the setting aside or rectification of this order looked at as a contract...”

14. I have read also that no such action has been undertaken by the beneficiaries to this estate to review or set aside the consent judgment.

15. Just as a matter of emphasis, it is important to state that in a polygamous set up such as this, the provisions of Section 40 of the *Law of Succession Act* are pivotal. Section 40 provides that: -

“Where an intestate has married more than once under any system of law permitting polygamy, his personal and household effects and the residue of the next intestate estate shall in the first instance, be divided among the houses according to the number of children in each house, but also adding any wife surviving him as an additional unit to the number of children.”



16. This provision has been the subject of various judicial pronouncements. The Court of Appeal in *Scolastica Ndululu Suva vs. Agnes Nthenya Suva* [2019] eKLR expressed itself at paras 15-21 as hereunder:

“In *Mary Rono vs Jane Rono & another* (supra), Waki JA in the leading judgment, accepted the proposition that the Court had the discretion in ensuring a fair distribution of the deceased’s estate but that the discretion must be exercised judicially on sound legal and factual basis....It is therefore evident, that, although section 40 of the *Law of Succession Act* provides a general provision for the distribution of the estate of a polygamous deceased person, the court has discretion to take into account factual circumstances of the particular case that may be relevant in ensuring equitable and fair distribution of the estate.”

17. Guided by the aforementioned case law and the Succession Code together with the circumstances surrounding the instant cause, the model as adopted in the orders by Hon. V.V. Patel J. as he then was is fair and equitable. I would not therefore substantially depart from that structural interdict although I take judicial notice for decades the beneficiaries to this estate have been litigating outside the clear order and judgement of this court on the status of the estate. I am satisfied that being a court of concurrent jurisdiction the consent order provides the basic structure in which this inheritance can be unlocked for the benefit of the beneficiaries.

18. As a consequence the following declaration shall abide:

- i. The Petitioner James Ngugi Kamau having been authorised to administer the estate of his late mother Leah Mukami is hereby ordered to render account of all proceeds acquired from the sale of Eldoret Municipality Block 14/5 for the entire period to-date within 30 days from the date of this ruling.
- ii. In the alternative of default, a forensic financial expert be engaged for purposes of carrying an audit of the disputed account and have a report availed before this court for evaluation and further action. To actualise this declaration the Deputy Registrar of the High Court shall cause an updated register of licenced accountant and auditors to be shared with my office for purpose of appointment.
- iii. That upon appointment of forensic financial expert he or she shall be mandated to execute the mandate within 30 day of appointment and any expenses incurred shall be met by the estate.
- iv. In addition to the above, the Land Registrar Uasin Gishu County be and is hereby ordered to prepare an executive summary on the land transactions involving Eldoret Municipality Block 14/5
- v. That a declaration is hereby made that on the appreciation of the findings of the report this court be at liberty to enforce the order of estate sharing at a ration already determined by the court.
- vi. That Eldoret Municipality 6/95 being 1 shop and the residential quarters at the back being 0.042 Ha be kept by the family and proceeds derived from it shall be used to cater for construction expenses incurred on the said property and Monicaj Wambui’s day to day expenses and the remainder shared equally among the deceased’s beneficiaries.
- vii. That the 4-acre piece of land previously known as L.R. 10492 be and is allocated to Monicah Wambui Kamau.



- viii. That this Succession Cause be fixed for a status conference for purposes of admitting the Land Registrar's Report and the Forensic expert report on 22.10.2024
- ix. This being a family matter, there shall be no orders as to costs.

**DATED AND SIGNED AT ELDORET THIS 20<sup>TH</sup> DAY OF SEPTEMBER, 2024.**

**In the Presence of**

Mr Muchiri for Anjichi for the Applicant

Mr. Sengok for the Objector

Mr. Mogambi for Kigamwa Wambua for the Respondent

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**R. NYAKUNDI**

**JUDGE**

