



**Nyamari v Muchendizi & another (Civil Appeal E087 of 2022)  
[2024] KEHC 10903 (KLR) (20 September 2024) (Judgment)**

Neutral citation: [2024] KEHC 10903 (KLR)

**REPUBLIC OF KENYA  
IN THE HIGH COURT AT ELDORET  
CIVIL APPEAL E087 OF 2022  
JRA WANANDA, J  
SEPTEMBER 20, 2024**

**BETWEEN**

**JOSEPHAT NYAMARI ..... APPELLANT**

**AND**

**KEVIN MUCHENDIZI ..... 1<sup>ST</sup> RESPONDENT**

**ERICK KAYELI MASIEMO ..... 2<sup>ND</sup> RESPONDENT**

**JUDGMENT**

1. This Appeal arises from the Ruling delivered in Eldoret Chief Magistrate's Court Civil Case No. E806 of 2021 on 23/06/2022.
2. The background of the matter is that by the Complaint dated 27/09/2021 and filed in the said suit through Messrs Wabomba Masinde & Co. Advocates, the Appellant pleaded that by the Agreement dated 28/05/2020, he sold to the 1<sup>st</sup> Respondent the motor vehicle Registration number KBK XXXX, Toyota Noah at a purchase price of Kshs 500,000/-. He claimed that in breach of the Agreement, the 1<sup>st</sup> Respondent failed to complete payment of a balance of Kshs 100,000/- and therefore prayed for Judgment against the 1<sup>st</sup> Respondent for general damages with interest, repossession of the motor vehicle, permanent injunction restraining the 1<sup>st</sup> Respondent from transferring the vehicle and costs of the suit.
3. The 1<sup>st</sup> Respondent did not defend the suit and as a result, a default Judgment was entered against him. The suit then proceeded for formal proof after which a substantive Judgment was entered on 07/04/2022 granting all the prayers sought in the Complaint. Armed with the Judgment and Decree, the Appellant proceeded to execute the Judgment by repossessing the motor vehicle which was at that point in time in the possession of the 2<sup>nd</sup> Respondent. According to the 2<sup>nd</sup> Respondent, the repossession was carried out on or about 28/04/2022.



4. Unfortunately for the Appellant, a “spanner was thrown into the works” when the 2<sup>nd</sup> Respondent, by the Application dated 19/05/2022 and filed under Order 22 Rule 51(2) of the *Civil Procedure Rules* through Messrs Warigi & Co. Advocates, suing as an Objector, challenged the attachment or repossession of the vehicle in execution of the decree. The prayers made were as follows:
  - i. .... [Spent]
  - ii. That the Objector and the interested party be enjoined as a party to this suit.
  - iii. .... [Spent]
  - iv. .... [Spent]
  - v. That the Decree issued in this matter against the Objector and the subsequent re-possession of the Objector’s motor vehicle number KBK XXXX be set aside
  - vi. That the DCIO Eldoret West to assist in compliance of these orders
  - vii. That the costs of this Application be borne by the Plaintiff.
5. In his Affidavit in support of the Application, the 2<sup>nd</sup> Respondent (as Objector) deponed that he was the registered owner of the said motor vehicle having purchased it from the 1<sup>st</sup> Respondent, that he and that the 1<sup>st</sup> Respondent are two different persons. He contended that before purchasing the motor vehicle, he confirmed that indeed, the 1<sup>st</sup> Respondent did not owe anyone over it, and that despite being the owner thereof, he was never joined in the suit as a party, that on 28/04/2022. He contended further the motor vehicle was repossessed illegally by the Appellant, that he is a stranger to the debts owed to the Appellant, and that the repossession was wrongful and unlawful and that he stands to suffer irreparable loss. In the Affidavit, he exhibited a copy of the Registration Certificate (Log-book) confirming his status as the registered owner of the motor vehicle as at 26/11/2021. He also exhibited a copy of a Sale Agreement dated 23/09/2021 allegedly entered into between the Appellant and the 1<sup>st</sup> Respondent indicating that the Appellant was paid the entire purchase price of Kshs 500,000/- in full at the time of signing the Agreement.
6. The Appellant opposed the Application vide his Replying Affidavit sworn on 31/05/2022. He deponed that he sold the motor vehicle to the 1<sup>st</sup> Respondent who further misrepresented himself by selling the same to a third party - the 2<sup>nd</sup> Respondent - despite the existence of a Court Order staying the same. He deponed further that when the 1<sup>st</sup> Respondent failed to pay the balance, the Appellant sought to revoke the Sale Agreement dated 23/09/2021 exhibited by the 2<sup>nd</sup> Respondent as it was a fraud but that the 1<sup>st</sup> Respondent refused to do so. He deponed that the Agreement was a misrepresentation of events since the Advocate concerned did not witness the payments of the purchase price despite appending her signature thereon, and that despite filing the instant suit, the 1<sup>st</sup> Respondent still proceeded to sell the motor vehicle to the 2<sup>nd</sup> Respondent without leave of the Court and without the Appellant’s consent. He stated further that the registration of the motor vehicle in the 2<sup>nd</sup> Respondent’s name was illegal since the Appellant had already filed the said suit. He contended further that the Sale Agreement dated 23/09/2021 was prepared hurriedly and unprocedurally and that the same craves revocation. He then exhibited a copy of the Court Order issued in the said suit on 24/09/2021 whereof the 1<sup>st</sup> Respondent was restrained by injunction from “interfering with, disposing or transferring the said motor vehicle registration number KBK XXXX pending the hearing and determination of the Application”.
7. The Appellant then filed the Supplementary Affidavit sworn on 10/06/2022 in which he deponed that the motor vehicle was lawfully sold to him since by the said Agreement dated 23/09/2021, the



indication was that the 1<sup>st</sup> Respondent had paid the Appellant in full and that the 1<sup>st</sup> Respondent, indeed, confirmed to him that there was no claim outstanding over the vehicle. He also deponed that the 1<sup>st</sup> Respondent was never served with any Court Order and that after purchasing the motor vehicle, the 1<sup>st</sup> Respondent handed over to him the log-book and he effected the transfer to his name. He also observed that the Appellant has not provided proof for the allegation that the Appellant requested for revocation of the Sale Agreement. He also observed that the Appellant did not dispute that he executed the Agreement.

8. The Application was then canvassed and by the Ruling delivered on 23/06/2022, the trial Court found that the 2<sup>nd</sup> Respondent legally acquired the motor vehicle. It thus allowed the Application and ordered the Appellant to surrender the vehicle back to the 2<sup>nd</sup> Respondent.
9. Aggrieved by the said Ruling, the Appellant filed this Appeal on 28/06/2022 and by the Memorandum of Appeal filed on 20/07/2022, cited the following 5 grounds.
  - i. That the learned Magistrate erred in law and in fact in finding that the 2<sup>nd</sup> Respondent is the registered owner of the suit motor vehicle registration number KBK XXXX without considering the evidence on record hence arriving at an erroneous finding.
  - ii. That the learned trial Magistrate erred in law and fact in deciding that the log-book of suit motor vehicle KBK XXXX exhibited by the 2<sup>nd</sup> Respondent is conclusive proof of ownership and failing to consider evidence supplied by the Appellant proving otherwise.
  - iii. That the learned trial Magistrate erred in in law and fact by failing to consider the various critical issues raised by the Appellant's Replying Affidavit and Submissions to the Application dated 19/05/2022 hence arriving at an erroneous decision.
  - iv. That the learned Magistrate erred in law and fact in failing to appreciate the fundamental principles of the rule of evidence that if the Applicant has supplied evidence impeaching the 2<sup>nd</sup> Respondent's claim of ownership, then it was upon the 2<sup>nd</sup> Respondent to give evidence to the contrary, hence arriving at an erroneous finding.
  - v. That the learned trial Magistrate erred in law and fact by taking into account irrelevant factors and failing to take into account relevant factors thereby arriving at an erroneous Ruling.
  - vi. That the Ruling of the learned trial Magistrate is in the circumstances unfair and unjust.

### **Hearing of the Appeal**

10. This Appeal was canvassed by way of written Submissions. Pursuant thereto, the Appellant, now seemingly acting in person, filed his Submissions on 27/11/2023, while the 2<sup>nd</sup> Respondent, through Messrs Warigi & Co. Advocates, filed on 21/02/2023. The 1<sup>st</sup> Respondent also now emerged and, through, Messrs Mathai Maina & Co. Advocates, filed his Submissions on 21/02/2024.

### **Appellant's Submissions**

11. The Appellant's Counsel submitted that the trial Magistrate failed to consider the evidence that the 2<sup>nd</sup> Respondent had fraudulently obtained the logbook for the motor vehicle. He observed that the learned Magistrate stated that a logbook is proof of ownership and that the only way to challenge that proof is by demonstrating that there was fraud. He contended that the Appellant did challenge the legitimacy of the logbook both in his Submissions and in his Replying Affidavit before the trial Court and that he demonstrated to that Court that the 2<sup>nd</sup> Respondent did not do his due diligence before



- he was defrauded and misrepresented to by the 1<sup>st</sup> Respondent who sold the motor vehicle to the 2<sup>nd</sup> Respondent.
12. He submitted further that the Appellant did inform the Court that the 1<sup>st</sup> Respondent failed to reveal to the 2<sup>nd</sup> Respondent that there was an unsettled debt with the Appellant, thus the 1<sup>st</sup> Respondent did not have ownership of the vehicle which he could transfer to the 2<sup>nd</sup> Respondent. He contended that in addition, the 2<sup>nd</sup> Respondent only produced a logbook and did not produce the Sale Agreement between him and the 1<sup>st</sup> Respondent. He argued further that in his Submissions before the trial Court, the Appellant enlightened the Court of the existence of a criminal case, namely, Eldoret Criminal Case No. E561 of 2022 relating to the illegal transfer of the motor vehicle and which was disregarded by the learned Magistrate
  13. He submitted further that the Appellant had informed the 1<sup>st</sup> Respondent's Advocate who was handling the sale of the motor vehicle that the Agreement was fraudulent and cited the case of *Moses Parantai & Peris Wanjiku Mukuru (suing as the legal representatives of the estate Sospeter Mukuru Mbeere (deceased) v Stephen Njoroge Macharia* [2020] eKLR in respect to the standard of proof when alleging fraud. He also cited the case of *Samuel Kamere v Land Register* [2015] eKLR regarding instances when one can be considered a purchaser for value. Counsel also faulted the learned Magistrate for failing to consider that the 1<sup>st</sup> Respondent had sold the motor vehicle despite there being a Court Order against such sale. On the issue of disobedience of Court Orders, he cited the case of *Clarke and Others v Chadburn & Others* [1985] 1 ALL ER (PC) 211 and on the principle that no Court ought to enforce an illegal contract, he cited the case of *Standard Chartered Bank Kenya Ltd v Intercom Services Ltd & 4 Others* [2014] eKLR.
  14. Counsel submitted further that the learned Magistrate failed to appreciate the fundamental principle of the rule of evidence that if the Applicant has supplied evidence impeaching the 2<sup>nd</sup> Respondent's claim of ownership, then it was upon the 2<sup>nd</sup> Respondent to give evidence to the contrary. He cited Section 8 of the *Traffic Act* and submitted that the 2<sup>nd</sup> Respondent did not provide any evidence to contradict the Appellant's claims of fraud but the learned Magistrate failed to verify these claims. He further submitted that the 2<sup>nd</sup> Respondent did not unravel the process of how he acquired the logbook. In conclusion, he cited the case of *LTI Kisii Safari Inns Ltd & 2 others v Deutsche Investitions Und Entwicklungsgesellschaft ("Deg") & Others* [2011] eKLR on the equitable doctrine that a Court "will set aside a transaction entered into as a result of conduct which, though not amounting to actual fraud or deceit, is contrary to good conscience".

### **1st Respondent's Submissions**

15. Counsel for the 1<sup>st</sup> Respondent submitted that the Appellant did not produce any evidence that he did not sell the motor vehicle to the 1<sup>st</sup> Defendant and that as such, his ground of Appeal on the issue of fraud collapses instantly. He contended further that the Appellant has confirmed that indeed they executed the Sale Agreement dated 23/09/2021 with the 1<sup>st</sup> Respondent, and that this is apparent from the Appellant's statement that he asked the firm of Wanjiku Karuga & Co. to revoke the Sale Agreement. Counsel then cited Order 42 Rule 25 of the *Civil Procedure Rules* which permits an Appellate Court to determine an Appeal "upon some ground other than that which the Court to which the Appeal is preferred is preferred proceeds". According to Counsel therefore, the issue of ownership is settled from the Appellant's said admission.



## 2nd Respondent's Submissions

16. On his part, Counsel for the 2<sup>nd</sup> Respondent, too, submitted that the Appellant confirms that indeed, he sold the motor vehicle to the 1<sup>st</sup> Respondent and also confirmed executing the Sale Agreement dated 23/09/2021. He submitted further that the 2<sup>nd</sup> Respondent purchased the motor vehicle for value hence he is the rightful owner thereof. He cited Article 40(1) of the *Constitution* on the right to own property and submitted that the 2<sup>nd</sup> Respondent has shown proof that he is the owner of the motor vehicle.

## Determination

17. As reiterated in a plethora of cases, this being a first appellate Court, it has the duty to evaluate, re-assess and re-analyze the evidence before the trial Court and draw its own conclusion. In the case of *Kenya Ports Authority v Kuston (Kenya) Ltd.* [2009] 2 EA 212, for instance, the following was stated:

“On a first appeal from the High Court, the Court of Appeal should reconsider the evidence, evaluate it itself and draw its own conclusions ..... Secondly, that the responsibility of the court is to rule on the evidence on record and not to introduce extraneous matters not dealt with by the parties in the evidence”

18. Although there are 6 grounds of Appeal raised, it is clear that the one broad issue that arises for determination herein is “whether the 2<sup>nd</sup> Respondent (as the Objector) is the lawful owner of the motor vehicle the subject hereof and therefore whether the trial Court was justified to lift the attachment of the motor vehicle by the Appellant in execution of the decree”.

19. Under Section 44(1) of the *Civil Procedure Act*, only the property of a judgment debtor is liable to attachment in execution of a Decree. The same provides as follows:

“All property belonging to a Judgment Debtor including property over which or over the profits of which he has disposing power which he may exercise for his own benefit, whether that property is held in his name of in the name of another but on his behalf, shall be liable to attachment and sale in execution of a decree.”

20. A party claiming interest over property attached in execution of a Court Decree may therefore resort to Order 22 Rule 51(1) of the *Civil Procedure Rules*, and apply for lifting of such attachment. In respect thereto, Order 22 Rule 51(1) aforesaid, provides as follows:

“A person claiming to be entitled to or to have a legal or equitable interest in the whole of or part of any property attached in execution of a decree may at any time prior to payment out of the proceeds of sale of such property give notice in writing to the court and to all the parties and to the decree-holder of his objection to the attachment of such property.”

21. Under Order 22 Rule 51(1) therefore, the Court is required to determine whether an Objector has an interest, legal or equitable in the attached property. This was broken down in the case of *Chotabhae M. Patel v Chapraphi Patel* [1958] Ed 743, as follows:

“(1). Where an objection is made to the attachment of any property attached in execution of a decree on the ground that such property is not liable to attachment the Court shall proceed to investigate the objection with the live power as regards examination of the objector, and in all other respects as if, he was party to the suit.



(2). The objector shall adduce evidence to show that at the date of attachment he had some interests in the property attached.

(3). The question to be decided is, whether on the date of attachment, the Judgment debtor or the objector was in possession, or where the court is satisfied that the property was in the possession of the objector, it must be found whether, he held it on his own account or in trust for the Judgment debtor. The sole question to be investigated is, thus, one of possession of and some interest in the property.

(4). Questions of legal right and title are not relevant except so far as they may affect the decision as to whether the possession is on account of or in trust for the Judgment debtor or some other person. To that extent the file may be part of the inquiry.”

22. Similarly, Gikonyo J, in the case of *Arun C. Sharma v Ashana Raikundalia t/a A. Raikundalia & Co. Advocates & 4 Others* [2014] eKLR held as follows:

“The objector bears the burden of proving that he is entitled to or has legal or equitable interest on the whole or part of the attached property. The key words are; entitled to or to have a legal or equitable interest in the whole or part of the property.”

23. Further, in the case of *Precast Portal Structures v Kenya Pencil Company Ltd & 2 Others* [1993] eKLR, Kuloba J held that:

“The burden is on the objector to prove and establish his right to have attached property released from the attachment. On the evidential material before the court, a release from attachment may be made if the court is satisfied:

- i. that the property was not when attached, held by the Judgment-Debtor for himself or by some other person in trust for the Judgment-Debtor, or.
- iii) that the objector holds that property on his own account.

But where the court is satisfied that the property was, at the time of attachment, held by the Judgment Debtor as his own and not on account of any other person, or that it was held by some other person in trust for the Judgment-Debtor or that ownership has changed whereby the Judgment-Debtor has been divested of the property in order to evade execution on the change is tainted with fraud, the court shall dismiss the objection.

The court takes into account the grounds of objections raised and the contentions of the respective parties to the objection proceedings. Any special features evident in the proceedings which throw light on the controversy must be regarded.”

24. In this case, the Appellant sold the motor vehicle to the 1<sup>st</sup> Respondent but claimed that, in breach of the Sale Agreement, the 1<sup>st</sup> Respondent did not fully pay to the Appellant the purchase price and that the Appellant has to date not cleared the balance outstanding of Kshs 100,000/-. He did not however disclose how much the purchase price was. He also did not produce a copy of the Sale Agreement. In his Complaint, he basically sought general damages and an order for repossession of the motor vehicle. I notice that he did not seek an order for payment of the allege balance outstanding or an order for nullification of the sale.

25. The 1<sup>st</sup> Respondent did not defend the suit, upon which default judgment was entered and the suit then proceeded to formal proof. Thereafter, the Court granted judgment as prayed. I note that that although general damages claim was sought and awarded, the Court did not give a specific amount



leading to questions as to how that order is to be executed and for how much. I also note that although the Appellant thereafter proceeded to execute the decree by attaching the motor vehicle, it is clear that such execution can only have been in execution of the order for repossession of the motor vehicle and not for any liquidated judgment amount since none was awarded. Unfortunately, neither of the parties has supplied a copy of the warrants for attachment to enable this Court verify this fact.

26. Be that as it may, in challenging the Appellant's said Application, the 2<sup>nd</sup> Respondent stated that he lawfully purchased the motor vehicle from the 1<sup>st</sup> Respondent. He was evidently aware that the 1<sup>st</sup> Respondent had purchased the motor vehicle from the Appellant since he stated that before purchasing the motor vehicle from the 1<sup>st</sup> Respondent, he verified that the 1<sup>st</sup> Respondent had fully paid the purchase price to the Appellant and therefore owed nothing. I say so because this is what the 2<sup>nd</sup> Respondent claimed that the 1<sup>st</sup> Respondent told him and he also produced a copy of the Sale Agreement dated 23/09/2021 entered into between the Appellant and the 1<sup>st</sup> Respondent.
27. The Appellant did not deny the authenticity of the Sale Agreement or the terms thereof but did not give any explanation why he had himself not produced before the trial Court. The 1<sup>st</sup> Respondent also produced a copy of the Registration Certificate (log-book) for the motor vehicle, dated 26/11/2021, and which bore his name as the registered owner thereof.
28. Upon perusing the Sale Agreement, I immediately unravelled why the Appellant had opted not to produce it as an exhibit before the trial Court. The reason is clearly because the relevant clauses of the Sale Agreement provided as follows:
  - “ 1. That the parties have agreed that the purchase price of the said motor vehicle is Kenya Shillings Five Hundred Thousand only (Kshs 500,000/=).
  2. That the said sum of Shillings Five Hundred Thousand only (Kshs 500,000/=) shall be paid at the signing of the agreement in full and final settlement.
  3. The seller to ensure transfer is effected from the registered owner Bruce Walimo Wanyonyi on or before 29/10/2021 to the buyer.”
  4. The the buyer shall take possession of the said motor vehicle immediately at the signing of this agreement.”
29. Considering that Clause 2 above required the 1<sup>st</sup> Respondent to have fully paid the Appellant the full purchase price at the time of signing the Sale Agreement, and considering that the motor vehicle was subsequently sold by the 1<sup>st</sup> Respondent to the 2<sup>nd</sup> Respondent and duly registered in the name of the 2<sup>nd</sup> Respondent, the implication would be that the Appellant was fully paid the purchase price even, if this were not so.
30. Since the Appellant has not alleged that the registration into the 1<sup>st</sup> Respondent's name was a result of any forgery and has also not alleged any impropriety in the governmental registration organ tasked with effecting registration and transfer of motor vehicles, the National Transport & Safety Authority (NTSA), and since the Appellant has also not alleged that the motor vehicle was forcefully taken from him by the 1<sup>st</sup> Respondent, the implication is that the Appellant voluntarily and knowingly participated in the transfer, supplied to the 1<sup>st</sup> Respondent the relevant documents for the purposes of the transfer and voluntarily handed over or parted with the possession of the motor vehicle. If so, considering that the Sale Agreement executed expressly stipulated that the Appellant was to be paid the purchase price in full at the time of the signing of the Agreement and if indeed the Appellant was not paid such full purchase price, the question that arises is why did he voluntarily hand over possession



- of the motor vehicle to the 1<sup>st</sup> Respondent and also why did he allow the transfer into the name of the 1<sup>st</sup> Respondent to proceed without any documented protest from him before he received full payment from the 1<sup>st</sup> Respondent?
31. It is evident that the above are the questions that the Appellant hoped to avoid by not availing a copy of the Sale Agreement. Unfortunately for him, and perhaps not realizing that the 2<sup>nd</sup> Respondent would come forward or had possession of a copy of the Agreement, the 2<sup>nd</sup> Respondent produced a copy thereof. In parting with possession of the vehicle before being paid the full purchase price therefore, the Appellant was the author of his own misfortune.
  32. In light of the foregoing, and even if he never paid the full purchase price to the Appellant (vendor) as stipulated in the Agreement, I have no reason to believe that the 2<sup>nd</sup> Respondent did not lawfully secure registration as the new owner of the motor vehicle. Having been unconditionally clothed with ownership by the Appellant, and no caveat having been lodged by the Appellant or anyone else against transfer of the motor vehicle, nothing stopped the 1<sup>st</sup> Respondent, in the absence of any documented protests by the Appellant, to in turn, sell and transfer the motor vehicle to the 2<sup>nd</sup> Respondent. Legally therefore, the 1<sup>st</sup> Respondent had the full authority to sell and/or transfer the motor vehicle as he did.
  33. In view of the above, and although the 2<sup>nd</sup> Respondent did not himself produce a copy of his own Sale Agreement entered into with the 1<sup>st</sup> Respondent, I do not have any reason to warrant a finding that the 2<sup>nd</sup> Respondent did not lawfully acquire registration of the motor vehicle. It has not been alleged that he participated in any fraud in the process of the transfer and he therefore would for all purposes and intent, appear to be an innocent purchaser for value.
  34. The Appellant's claim that the sale and transfer of the motor vehicle to the 2<sup>nd</sup> Respondent was effected by the 1<sup>st</sup> Respondent in breach of an existing Court Order barring such sale and/or transfer is also of no assistance to the Appellant since no allegation has been made, and no evidence has been produced to demonstrate, that such Court order was served upon the 1<sup>st</sup> Respondent and/or the 2<sup>nd</sup> Respondent or that they were aware of the same.
  35. In the circumstances, I find no reason to fault the trial Magistrate for lifting the attachment of the motor vehicle registration number KBK XXXX by the Appellant's Auctioneers. I am satisfied that the 2<sup>nd</sup> Respondent sufficiently demonstrated to the trial Court that he has a legal interest in the whole of the motor vehicle since evidently, at the time that the suit was filed or Judgment granted, the title to the motor vehicle had long passed to the 2<sup>nd</sup> Respondent and the same was therefore not available for repossession or for execution of the Judgment.

### **Final Orders**

36. The upshot of my findings above is as follows:
  - i. This Appeal fails and is accordingly dismissed in its entirety.
  - ii. Considering that the 1<sup>st</sup> Respondent has not denied selling the motor vehicle before completing payment of the purchasing price to the Appellant and there being a Judgment against the 1<sup>st</sup> Respondent for this apparent breach, I award costs only to the 2<sup>nd</sup> Respondent.
  - iii. If pursuant to the Ruling delivered herein on 28/04/2023, the Appellant did deposit the sum of Kshs 100,000/- as a condition for the stay of the order of the lower Court lifting the attachment or execution, then such amount shall now be released back to the Appellant.

**DELIVERED, DATED AND SIGNED AT ELDORET THIS 20TH DAY OF SEPTEMBER 2024**



.....

**WANANDA J.R. ANURO**

**JUDGE**

Delivered in the presence of:

Appellant in person

Ms Monda h/b for Mathai for 1<sup>st</sup> Respondent

Ms Monda also h/b for Warigi for 2<sup>nd</sup> Respondent

Court Assistant: Brian Kimathi

