



REPUBLIC OF KENYA



**In re Estate of Mary Wangari Ikaari (Deceased) (Succession Cause 318 of 2009) [2024] KEHC 11929 (KLR) (4 October 2024) (Judgment)**

Neutral citation: [2024] KEHC 11929 (KLR)

**REPUBLIC OF KENYA  
IN THE HIGH COURT AT NAKURU  
SUCCESSION CAUSE 318 OF 2009  
SM MOHOCHI, J  
OCTOBER 4, 2024**

**IN THE MATTER OF THE ESTATE OF MARY WANGARI IKAARI (DECEASED)**

**BETWEEN**

**JOAN MURAYA ..... 1<sup>ST</sup> ADMINISTRATOR  
RAHAB N. MBUGUA ..... 2<sup>ND</sup> ADMINISTRATOR  
MAXINE NJOKI METHU ..... 3<sup>RD</sup> ADMINISTRATOR**

**AND**

**PERIS MUGURE METHU MADUKA ..... 1<sup>ST</sup> PROTESTOR  
MARGARET MUTHONI METHU ..... 2<sup>ND</sup> PROTESTOR**

**JUDGMENT**

1. The deceased herein died intestate on 5<sup>th</sup> January, 2008 and according to the valuation dated 13<sup>th</sup> October, 2020 left a vast estate behind estimated be Kshs. 521,000,000. The deceased had seven children as hereunder
  - a. Peris Mugure Methu Maduka
  - b. Benjamin Mwangi Ikaari Methu (Deceased) represented by Margaret Muthoni Methu
  - c. Florence Nyambura Mbugua (Deceased) represented by Rahab Mbugua & Jane Njeri Mukia
  - d. Lucy Francisca Wagechi Methu (Deceased)
  - e. John Githaiga Methu (Deceased) represented by Charles Kagema who is the Administrator
  - f. Joan Wanja Muraya
  - g. Maxine Njoki



2. Upon the death of the deceased, the following properties were registered in the name of the deceased.
  - a. LR Nakuru Municipality block No. 7/635 measuring 1.6230 Ha (approx. 4 acres)
  - b. The House on LR Nakuru Municipality block No. 7/636 measuring 0.040447 Ha
  - c. L.R. Nakuru Municipality block No. 4/67 (Kawasaki)
  - d. L.R. Nakuru Municipality block 4/84 (Flamingo building)
  - e. Bahati Centre plot No. 18
  - f. Kikohey 5 acres
  - g. Kikohey B/58 GEMA shares of L.R. No. 9361/4 and 1106
  - h. L.R. No. 9349 Measuring 38 acres
  - i. Njoro/Ngata block 1/194 measuring 2.50 Ha (6 acres)
  - j. L.R. No 2250/136 (Free Area)
  - k. L.R. No 2250/137 (Free Area)
  - l. LR No. 451/32/LXVIII
  - m. Barclays Bank Shares
  - n. Nyakinyua Shares.
  - o. Kenya Joint Shares.
  - p. Equity Bank account No. 01301002XXXXXX
3. Letters of Administration was made on 11<sup>th</sup> June, 2009 to Peris Mugure Methu Maduka and John Githaiga Methu. This brought about Protests by the 1<sup>st</sup> and 3<sup>rd</sup> Protestors on allegations of concealment of material facts, fraud among others which brought to the surface a protracted battle of who was a beneficiary of the Estate and who was entitled to inherit from the vast estate. The argument was that that children of the deceased that had predeceased her were not entitled to a share of the estate.
4. Nevertheless, by consent adopted as an Order on 28<sup>th</sup> February, 2019, Jane Njeri, Rahab Mbugua and Margaret Muthoni Methu were deemed as beneficiaries of the estate. The Grant was however revoked on 6<sup>th</sup> May, 2019 by the Court for failure of the administrators to obey the Court Orders of 18<sup>th</sup> March 2019. It was by Consent adopted on 11<sup>th</sup> June, 2019, that Joan Wanja Muraya, Rahab Nungari Mbugua and Maxine Njoki Ikaari were appointed as administrators.
5. 1<sup>st</sup> and 2<sup>nd</sup> Administrators Joan Muraya and Rahab Nungari (Petitioners) moved Court vide Summons dated 30<sup>th</sup> September, 2019 seeking confirmation if the Grant of letters of administration issued on 11<sup>th</sup> July, 2019. The summons was supported by their joint sworn affidavit of Further Affidavit sworn 26<sup>th</sup> November, 2020. The Petitioners too had a proposed mode of distribution dated 30<sup>th</sup> September, 2019.
6. The mode of distribution was signed by the other beneficiaries apart from Maxine Njoki, Peris Maduka and Margaret Methu the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Protestors respectively. The Court directed them to file their affidavits with modes of distribution.



7. The 3<sup>rd</sup> Administrator/1<sup>st</sup> Protestor Maxine Njoki Ikaari filed an affidavit of Protest dated 25<sup>th</sup> July, 2020 against the summons and also a list of documents filed on 27<sup>th</sup> July, 2020. The 2<sup>nd</sup> Protestor Peris Maduka filed her replying Affidavit on 27<sup>th</sup> May, 2021 and Further Affidavit filed on 6<sup>th</sup> December, 2021. The 3<sup>rd</sup> Protestor, Margaret Muthoni Methu filed her mode of distribution dated 23<sup>rd</sup> October, 2020.
8. The matter of distribution of the estate of the deceased herein, proceeded by way of viva voce evidence.

### **Petitioners Case**

9. PW1, Joan Wanja Muraya adopted her affidavit in support of summons for confirmation dated 30<sup>th</sup> September, 2019, further affidavit sworn 26<sup>th</sup> November, 2020 as well as the proposed mode of distribution and documents in support. She proposed that Margaret gets only one asset because Benjamin inherited from their mother during her lifetime. As regards the Downsville Property, formerly block 7/5 initially 10 acres, the deceased got 5 acres and Margaret got 5 acres on behalf of her brother and it was not true that the deceased acquired the land jointly with Benjamin.
10. She disagreed to have Margaret get two more acres to pay off a loan as the loan had been taken by Benjamin and not the deceased. The order for the excision of two acres issued on 16<sup>th</sup> February, 1983 had never been executed. Benjamin registered the land in his name since the deceased trusted him. The Judgement by Justice Rimita of 20<sup>th</sup> July, 1998 found that, the deceased was the one who actually purchased the land and thus divided it into two.
11. Margaret is also enjoying the Lanet land that is 23 acres. This land belonged to the deceased and was financed by the deceased, Peris Maduka and Lucy Wangechi Methu (Deceased). Benjamin (deceased) also contributed a lesser share. The letter by Mr. J. K. Wagara (EXh 6.), a close confidant of Ben, states and indicates the shares of contribution. Margaret and her family have complete control of the land since it is registered in the name of Ben. That the deceased loved Ben a lot and it was her wish the he inherits the Lanet Land and the Downsville Property and they are not claiming the Lanet land in any affidavit.
12. She added that in the deceased Affidavit, it states that Ben and Margaret should not inherit from her estate however, on humanitarian grounds, they have suggested that the Kikopey property does go to Margaret.
13. Contrary to what Peris claims, Land LR 9349 belonged to Lucy Wagechi Methu (Deceased). The succession proceedings (further list of documents) show that it was her land and it was not proper for Peris to say that she should get a bigger portion. The former Administrators (Peris and John) had leased out the land and the lease is still subsisting. She was not aware what the rentals were and where it was kept. She has proposed equal distribution for 5 siblings and not for Ben on the reasons given.
14. She proposes that the matrimonial home be sold as keeping it would cause a lot of problems in the family. Shares owned by the deceased to be distributed equally except for Margaret. Peris claims the shares are owned jointly with the deceased but has not produced evidence. Does not agree with the mode of distribution by Peris on the Njoro Ngata Farm and distribution was done without the authority of Court. She stated that she was in exclusive control of the family property and proposes that it be sold and proceeds shared equally.
15. The deceased gave consent for John Githaiga (Deceased) to develop the Bahati Center Plot. She had proposed that that property be sold and proceeds be divided into 5 units but would nevertheless be okay if the property going to the estate of John Githaiga.



16. LR 2250/136 be sold and the proceeds divided equally among the 5 units and not to Kungwa (deceased's nephew) as proposed by Peris. Maxine said she sold the Njoro Ngata property. The two properties are not of the same value. The Njoro/Ngata property is still registered in the name of the deceased.
17. Disagrees with Maxine proposal that Peris gets the lion's share of the Bahati land on the ground that she contributed. There is no evidence of any material contribution. She assisted the same way children help their parents.
18. If the sale of the Kawasaki land which was done with her consent is annulled, then the proceeds should be distributed equally into 5 units except for Margaret. LR No 7/635, she suggested that 1/8 goes to Peris and the rest be divided into 6 plots at the back. She has left out Peris in LR 7/636 because Peris already has a frontage in 7/635.
19. In cross-examination by Ms. Gatheca she stated that when the deceased died, the Ngata property was not developed and wasn't sure if it was currently developed. She added that the value was quite high and was not aware that valuation took into consideration developments and even if she discounted the valuation the value was still high and more valuable than 9 acres in Bahati.
20. The Affidavit sworn on 29<sup>th</sup> October by the deceased talks about the people that contributed to the estate. She confirms that Peris and Lucy contributed to the estate. She also confirmed that she was in possession of the Flamingo property since the death of the deceased and receives the rent of Kshs. 30,000. They had agreed for Maxine to hold the Ngata property in trust until distribution is done. The family jointly sold LR 6/637, John and Lucy's estate and not one and the same parcel of land as LR 451/13.
21. Cross-examination by Mr. Ayuka she stated that Benjamin started living on the Lanet land from around 1969 or 1970. She was aware how the property was acquired but was not a witness. Confirmed that her co-administrators swore that they sold the Njoro Land. Confirmed also that the Kawasaki land was in the name of the deceased and was sold after death of the deceased. The sale was discussed before the death of the deceased. She did not sign the sale agreement but her siblings did.
22. She was not aware that 2 acres of the Downsville property had been sold to pay off a loan. The loan should have been paid by Ben. It is his 5 acres that should have been touched. The subdivision was done after the judgement of the Court and transfer was from Ben to the deceased. Denied knowing if Margaret was part of the subdivision. Her proposal was fair and Margaret should inherit only one property.
23. In further cross-examination by Mr. Mura, she did not dispute that Peris contributed, that initially she contributed more but they all contributed eventually and no one should demand to be paid back. She was not contesting the affidavit sworn by the deceased in 1991 but insisted that they all worked hard to help their mother. She disputed that Peris was part owner of Bahati property despite the deceased acknowledging her help in the Affidavit.
24. The Kawasaki property was sold for 12 million by herself, John and Maxine. Some proceeds went to Maxine on behalf of Peris and Peris should claim her share from Maxine. She took some proceeds and would not have a problem receiving less from the estate. They had agreed with Peris that Peris takes frontage of 635 and none in 636 but she changed her mind. She has put a big commercial building on that frontage.
25. In re-examination by Mrs Mukira she disputed Maxine's mode of distribution mainly the size of the Ngata land. Any development was not done with consent and must have been done after the death of



- the deceased. She benefited from the Ngata land because she charged it and has discharged it, the title it was in the name of the deceased and in her possession.
26. She confirmed that, she receives rent from Flamingo land, while Maxine benefits from Bahati land. They all benefited from Kawasaki land. The title was initially in the name of Lucy but was later transmitted to the deceased, Peris did not contest. The deceased was the administrator to the estate of Lucy.
  27. Denied knowledge of subdivision challenges of Downsville property or that Margaret had access challenges as he has been in physical occupation of her 5 acres and she never raised the issue in the lifetime of the deceased. If the bank was threatening to auction, Margaret should be addressed. She confirmed that the Estate of Florence was not represented regarding the lease of the Bahati Land. She confirmed it was a mistake and were making amends.
  28. PW2, Rahab Nungari Mbugua (Florence's daughter) adopted affidavit sworn on 18<sup>th</sup> April, 2019, 30<sup>th</sup> September, 2019, Further Affidavit sworn on 20<sup>th</sup> November, 2020, 26<sup>th</sup> November, 2020 and list of documents date 10<sup>th</sup> December, 2021. Produced Doc 1, a Certificate of title of LR 1250/64 and stated it did not form part of the estate as it belonged to their father. Doc 2 Certificate of confirmation of Grant Pg 2 lists six properties of their mother.
  29. Has no problem with Affidavit but the testimony of Joan differed from what is in the affidavits. She does not agree for Plot No 18 to go to John Githaiga. Proposes it be distributed equally as there is no evidence it was ever given to John Githaiga's son. Did not agree that Maxine was Trustee of Ngata plot. Proposed Free Area property and Ngata property be sold and proceeds be distributed equally. Her family was not aware of the sale of Kawasaki property and an account should be rendered to court.
  30. In cross-examination by Mrs. Mukira, she confirmed and realized that her affidavit dated 18<sup>th</sup> April, 2019 was protesting to confirmation of grant but would still rely on despite being an administrator. As regards Bahati Plot, Peris Maduka proposes that it be given to John Githaiga, Joan agrees but her affidavit proposes otherwise. Could not confirm if there were any developments. As regards LR 2250/136 reiterated that Joan seemed to change her proposal and agreed with Peris Maduka's proposal for the land to be given to Kugwa. She in her Affidavit Joan said that the Kawasaki property should be sold and proceeds shared. In the proceeding she stated that she needed to settle debts.
  31. In cross-examination by Mr. Mura reiterated that, LR 1250/64 does not form part of the estate, it belonged to their father Samuel Mbugua. She denied the deceased giving Florence LR 7/636. She acknowledged that Peris contributed to the estate but also stated that all other children equally contributed monetarily or otherwise and one cannot claim more inheritance.
  32. In cross-examination by Mr. Gatheca, she confirmed that she visited the Bahati property and Johnson was not in occupation and had relocated to the Downsville property. She confirmed the deceased had two properties in Lanet. She denied their mother Florence being bequeathed any property in Lanet by the deceased. Her current home was owned by her grandfather. Confirmed Njoro/Ngata property is not occupied and was not sure whether it was developed.
  33. Confirmed that, LR 451/13 LXVIII Nakuru Municipality was given to Joan, Maxine and John but not sure which property it was or the number of the Kawasaki Plot. She confirmed that Florence and the deceased herein were not beneficiaries. She believed that the Certificate of Grant she produced was not revoked. She confirmed that since she became administrator, she has not paid rates nor developed any of the deceased's properties. She also confirmed that Kugura was one of the children brought up by the deceased. She confirmed that, the Njoro/Ngata property was much more valuable than the Bahati property and no one has the right to give themselves property.



34. In cross-examination by Mr. Gakinya, she stated that she was not sure if most of the deceased's assets were from the estate of Francisca Lucy Methu. The Administrators of the Estate of Francisca Lucy Methu were Peris and John vide Succession Cause No. 6 of 1980. Was aware of Succession Cause No. 9 of 1977 but has not seen the Grant. Benjamin was trying to be administrator.
35. She clarified that, she had not seen the Affidavit of protest by Margaret Methu dated 11<sup>th</sup> June, 2021 or the list of properties belonging to the deceased. She confirmed that she was not aware of the exact debts to the estate, or any person making claim to the estate or any sale of the deceased's assets. Denied seeing the books of accounts. She admitted she has not made any action of an administrator.
36. She has no problem with the Estate of Benjamin benefiting from the estate of the deceased herein. Has always known Downsville to be the property of the deceased but denied knowing who the registered owner but knows the estate is a part owner. Confirmed seeing a bank loan but had not seen a discharge. Has no problem for verified debts to be shared.

### **3<sup>rd</sup> Administrator's/1<sup>st</sup> Protestor' Case**

37. PW1, Maxine Njoki Ikaari Methu. Relied on her affidavit sworn on 20<sup>th</sup> July, 2020 and wished to correct an error. she stated that she disagrees with the distribution of Kawasaki Land LR LXVII Nakuru Municipality and Njoro Ngata block 1/194 which have already been sold. Kawasaki land had been distributed to Joan Maxine and John. The deceased was the administrator and She has confirmation of Grant. As for Njoro Ngata block 1/194 distribution had been done initially and people took possession.
38. She proposed that the rest (John, Peris, Joan and Florence) share Bahati property each getting 9 acres and Peris to take 10 acres, the temporary development to be taken by Peris and she takes less acres in Kiamunyi and cater for Court fees. She already sold the Njoro property as everybody had already taken possession. The Agreements are attached to the Affidavit of Maragaret Methu. Peris is not included on 7/636 but on 7/635. Produced list of documents filed on 27<sup>th</sup> July, 2020.
39. That there is a consent dated 1<sup>st</sup> October, 2012 where they all agreed on how to distribute the estate. Agrees with the Joan on the distribution to Margaret Methu. Agrees with Peris' proposal for Bahati being distributed to Jonh and Free Area property going to Kugwa. Also agree if Peris gets more. She was the one who helped the deceased a lot by sending clothes for the deceased to sell.
40. In cross-examination by Mrs Mukira. Agreed almost entirely with Joan's proposal. She confirmed that 7/634 is 4 acres and only Peris only occupies 1/8 of it and has developed the parcel. Together with John they have residential homes on LR/635 but hers is a bit more than half. Joan also has a portion developed on the same parcel. She agrees with Joans proposal on 7/635 and 7/636.
41. She requested that her name be removed from Bahati Property as she sold Kiamunyi property and reiterates that Peris should get a bigger portion. The land did not belong to the deceased initially it was Lucy's. Peris paid the hospital bills for Lucy and they (John, Joan ad Maxine) had initially agreed that the permanent house where Lucy used to live Peris should take the house. Confirms that the consent was not specific, was not adopted in Court and was signed by lawyers and not beneficiaries.
42. Confirmed the Njoro/Ngata property was registered in the name of the deceased; agreed that Ngata property was sold yet no succession was done. Agrees it was unprocedural. It is not practical to distributed the Njoro/Ngata property equally.
43. In cross-examination by Mr. Ochieng, confirms Bahati land belonged to Lucy. Opposes equal distribution and reiterated they all agreed on the distribution apart from Margaret. Confirmed LR 451



- Watende Road property formed part of the estate and be subject to distribution. She proposed that the remaining acre in Njoro/Ngata land be sold to cater for estate expenses.
44. She confirmed Kawasaki was listed as an asset of the estate but was sold for Kshs. 11 million 2 or 3 years after death of the deceased and the proceeds were used to cater for estate expenses though she did not have the bills to show what they were paying for. As administrators they had discussed how to run the estate but had no records. They paid debts and the only outstanding debt is the lawyers' fees.
  45. She further confirmed that Doc 13 in her list of documents is in reference to LR No. 451/13/LXVIII but needed to confirm if it formed part of the estate. That it was one and the same as Flamingo Building block 4/84. She confirmed that no valuation was conducted to the estate before agreeing on administration and further confirmed that it was a possibility that one beneficiary might have gotten more. That the family of Florence was represented by the eldest daughter Njeri Mukia but Rahab was not in the meeting. LR 455/5 listed as No 12 of her lists of documents is the Downsville property and is part of the estate.
  46. In cross-examination by Gakinya Advocate, she confirms that Ben was the administrator of Lucy's estate before the deceased became the administrator and was not aware what happened to Ben's grant. Before Lucy died, the deceased had already acquired the Downsville Estate, 12 acres in Kiamunyi and 2 plots in Kiamunyi which she sold off together with acres of the Kiamunyi parcel. She also had parcels in Kikopey and GEMA. She claimed to know how the Downsville was acquired. The sale agreement was signed by Ben with the authorization of the deceased. The purchase was from a loan. She confirmed she has never seen any loan documents.
  47. She did not recall LR 7/632. The green card in Downsville is in the name of of the deceased and Margaret. The titles for LR 7/634 in the names Margaret and LR 7/635 and LR 7/635 under the names of the deceased. She confirmed that the deceased got half of the Downsville property since Margaret insisted but it in essence it belonged to the deceased alone. Since Margaret got half she should not get anything.
  48. She confirmed the sale of Kawasaki property was by mutual agreement between John, Joan and herself. Peris was informed but Florence and Ben were not. Denied knowledge that the same had been transferred to Ben, Peris and the deceased. She reiterated selling the Njoro Ngata farm and stated that the estate of the deceased was big and the sale was not enough for her. The proceeds of the sale are no longer available.
  49. She acknowledged that Lucy had a friend named Warutere but denied knowledge of his contribution to her property or a claim to it. She confirmed that Lucy's estate had liabilities for hospital bills some were settled by the deceased, Peris and maybe Ben. The Estate of the deceased had liabilities which she needed to pay. That the deceased had undergone cardiac surgery for Kshs. 450,000 and continued being sick and was on medication, there were income tax liabilities and rates as well as Lawyers' fees for the case between Margaret and the deceased.
  50. She added that there was a church that was also a beneficiary because the deceased gave out land to it. That despite being a pastor in the church, the same was not donated to her but to the community. She confirmed that the rent from the Bahati property was being remitted to herself and Joan. Peris got her share directly.

## **2<sup>nd</sup> Protestors Case**

51. PW1, Peris Mugure Maduka, adopted her Replying Affidavit sworn on 12<sup>th</sup> April, 2021 filed on 27<sup>th</sup> May, 2021 and Further Affidavit filed on 6<sup>th</sup> December, 2021. She testified that she asks for a bigger



- share in the Bahati Property she claimed that she owned the property together with Lucy and the deceased he is the only one surviving to care for it. That she contributed to the acquisition and upon Lucy's passing the deceased took possession since she had no child.
52. She testified that the deceased acknowledged joint ownership in her affidavit sworn on 29<sup>th</sup> October, 1991. That Ben too acknowledged her right to a bigger share in his letter dated 11<sup>th</sup> August, 1976. She agrees that Margaret should not get a share since she had 5 acres in Downsville property and 22 acres in Lanet. Lanet was bought by Lucy and the deceased. She agrees with the deceased in her affidavit dated 29<sup>th</sup> October, 1991 which confirmed that Margaret got sufficient share. She proposed to get 18 acres in Bahati property, one acre for a burial spot, Joan to get 6 acres and John 6 acres. That is her only claim to the estate.
  53. In cross-examination by Mrs. Mukira, She confirmed that she got 1/6 of block 7/635 which should be 3 plots like everyone else which was 2 plots on the frontage and 1 plot on the back. She confirmed she has a commercial building on her share. She confirmed that the deceased started the construction. When she was unable to finish, the deceased requested her to finish the ground floor. Upon the demise of the deceased and in a meeting with her siblings she was given the property by them, she had the minutes but did not recall filing them.
  54. She stated that each beneficiary has 3 properties on the land and agreed with Joan for everyone to keep that they and developed and it would be unfair to move to the developed land. She opposed the sale of house on block 7/635 and proposed she gets it as she still visits Kenya. She also opposed the sale of 7/636 and proposed that the remainder be shared by John Githaiga and others.
  55. Confirms that Kawasaki property was sold for 12 million. Agrees to sell Flamingo property, Kikopey and for John's estate to retain the Bahati Plot 18 Property. Disagrees that GEMA shares B58 be shared with Margaret.
  56. It was her evidence that she co-owned LR 9349. The Plot cost Kshs. 120,000 where she paid 50% of that and that she had letters to show the disbursement but had not produced them in evidence and can provide further evidence. She had a letter from the deceased that she owns half of it. She disagreed with Joan, proposal saying it was unreasonable. She confirmed that it was agreed by everyone that she takes half. The land is being leased out by Gina and the proceeds are collected in a Joint account in the names of John, Wanja and Maxine. She had only collected once.
  57. She agrees with Maxine's proposal of relinquishing her share of the Njoro/Ngata property. She however confirmed that the property was developed and the title was still in the name of the deceased. She disagreed the one acre to be utilized for settling debts, she confirmed the value of the property was almost equivalent to the Bahati property.
  58. She objects the sale of the Free-Area property LR 2250/136. One plot was given to their mother's adopted son, Kugwra and the remainder to be given to the children of Florence. As regards the Nyakinyua shares, she concedes to Joan's proposal as being reasonable.
  59. In cross-examination by Mr. Ochieng, she confirmed that she never sold any assets of the deceased and was opposed to equal sharing. She acknowledged that Rahab is one of the beneficiaries and has no opposition to her proposal.
  60. In cross-examination by Mr. Onchuru, she stated Benjamin was not part of its acquisition of Downsville property and that before the said acquisition they were staying in Bondeni. She further stated that Benjamin was a civil servant capable of purchasing the property. She added that the



Kawasaki property was sold for Kes. 12 million by John, Maxine and Wanja Muraya and there was no Court order to that effect.

61. She further testified that, everybody was taking something to manage and that Margret got enough from the deceased. The Bahati land is 38 acres and is yet to be sold but it has been leased to someone and that, 22 acres of land in Lanet purchased by Lucy, the deceased and Ben is currently under the custody of Methu Muthoni.
62. In cross-examination by Gathecha, she confirmed that she had seen the Affidavit of protest by Maxine, acknowledged that Kawasaki property was sold and the beneficiaries have shops in front and plots behind NAK/block 7/635 and that the property is fully developed. Was not sure of the acreage of the Njoro Ngata property. She stated that, Barclays bank account was a jointly held by the deceased and Peris and that Equity Bank account was opened for purposes of depositing rental income. She acknowledged providing a statement to support her knowledge of the Equity Bank Account including the fact, the account had four (4) signatories.
63. That the Nyakinyura shares are available and had been divided amongst Nyambura, Wanja, Njoki and Peris. She however confirmed Margaret Methu owns 23 acres of land in town and that she should get five (5) acres in Kikopey.
64. It was her proposal that the 38 acres in Bahati be divided amongst five (5) people. That NAK/MUN/7/235,236,237 belonged to the deceased and that the family of Benjamin don't live there. The property is not occupied at the moment.
65. She further opined that it was not a good idea to sell the house.
66. On re-examination, she stated that together with the husband they sold second hand clothes to pay for the property, the more reason she was claiming the property in her position as a business partner. She further stated that she never received a share of the property sold and no one had come forward to challenge the deceased's affidavit on her contribution.

### **3<sup>rd</sup> Protestors Case**

67. PW1, Margaret Muthoni Methu, the wife to Benjamin Methu stated that husband acquired his own assets though she couldn't recall how he earned at the time. She went on to state that, her husband bought NAK/MUN/block 7/634,635,636 in 1972 and when he resigned from VOK he bought himself a piece of land with monies borrowed directly from Pyrethrum Board and Barclays Bank.
68. She further stated that at the time, he was stationed in Nyeri and had no outstanding loan. She went on and stated that, the deceased was invited to live with them in 1970 and that was the time Benjamin purchased another 20-acre property in Lanet where she lives now.
69. With regard to NAK/MUN/block 4, she stated that the property was purchased by Benjamin by monies borrowed from Standard Chartered and it was afterwards transferred to Benjamin's mother. She also stated that, the 36 acres Bahati property belonged to Lucy Wangechi and that Benjamin and the deceased were the administrators until the deceased substituted Benjamin and that before the said substitution, he had distributed the property between himself and the deceased herein into two (2) equal shares.
70. Upon his demise (Benjamin), all of his assets moved to the deceased. She also stated the deceased had other assets in Kiamunyi and expressed her desire to have the Rosefield Estate.
71. She further proposed that ten (10) acres are hers and that she will proceed to call all of the deceased's children and share equitably amongst them. She further indicated that, the value of the sold property



- be deducted from the beneficiaries for the sake of the unity of the family. In conclusion she stated that, whatever she has is hers.
72. On being cross-examined by Mrs Mukira, she stated that she had not perused protest affidavit by Joan and further stated the estate should be shared equally without discrimination.
  73. She went to state that she had no issue with property in Kikopey and that she did the actual subdivision of NAK/block 7/635,636, 637 was not aware of any court case. She also mentioned she was aggrieved by the court's decision to the effect that, the deceased bought the property and included Benjamin and further disagreed with the finding that, Benjamin was a trustee since the title was in her possession. She also said that she doesn't have recollection on the determination that the property should be shared into two and that the deceased was awarded interest. She disassociated herself with the Judgment in total and further denied seeing court orders arising from Civil Appeal No. 15 of 2006. She also mentioned she appealed but could neither recall the outcome nor whether or not the matter abated.
  74. She stated that, she was in physical occupation of 10 acres on Downsville which had already been developed and invited the court to make a visit to confirm the status of the developments.
  75. With regard to transfer of property L.R. 4730/55 (20.7 acres), she mentioned that she had not brought the title but also stated that she had paid the loan which had been taken by her husband. She further stated that no loan had been taken and charged against the property. She said the title of the said property was in her name.
  76. She confirmed that the court had given order for two acres to be excised in 1998 but insisted she disagreed with the said orders that supposedly awarded her only five (5) acres. She further stated she doesn't remember the succession cause that was the subject of Lucy's estate and that the deceased took over her husband's succession cause number 6 of 1980. She went ahead to state that, she heard Kawasaki Land LR/451/13 LXVIII was jointly owned by Maxine Njoki and two others and she was interested in it.
  77. She also stated LR 9349 in Bahati belonged to Lucy and that deceased acquired through succession cause number 6 of 1980. She went ahead to state that she was not sure whether Njoro/Ngata farm was owned by Lucy though she was sure her late husband was the administrator of Lucy's estate.
  78. As to whether Lucy owned property in Lanet, she responded that she didn't know and went ahead to say that her husband never took assets from Lucy and his work was only to administer. She also stated she was not aware whether Lucy owned property in Milimani or had shares at Pyrethrum Board. She however stated that Gideon had shares.
  79. She also mentioned that her husband owned a Peugeot 504 Registration Number KPW 705 and that it was not purchased by proceeds from Lucy's Estate. She also stated that her husband had a saw mill which was started with proceeds from abroad, and that the tractor was also not acquired from Lucy's estate. She reiterated that, her husband never took anything from Lucy and never misappropriated any of Lucy's assets.
  80. She also mentioned that, she never took her mother-in-law to court and that the reverse was true. She reiterated that, she resides in Lanet in a (20) twenty-acre piece of land that was acquired with proceeds from the bank.
  81. In cross-examination by Gathecha, confirmed that she had a good relationship with the deceased and further stated that she could not recall a judgment and that the property in questioned belonged to her husband.



82. She also stated she calls an appeal that was not dismissed and that she is in court since she owns the property in question which was previously owned by her husband.
83. On being cross-examined by Mr. Ochieng, she stated that she did not know the outcome of the appeal and continued to disagree with the decision by Rimita J. It was her testimony that she was only interested with the Downsville property and none other.
84. On being cross-examined by Mr. Mura, she mentioned that she was not dependent on the deceased for her sustenance and was also not aware of any business dealings between Peris and the deceased or whether Peris sent money.
85. On being cross-examined by Onchuru, she stated that she knew who sold Njoro/Ngata farm before the deceased passed on and that Kiamunyi 194 was sold after the deceased passed on and that those who benefited should not benefit again. She claimed that Kawasaki was not sold and was still intact. She further insisted, Kikopey property belongs to the deceased and should be shared equally. She further stated that, Lucy didn't have children and gifted her four boys to share equally.
86. Parties were directed to file written submissions on 8<sup>th</sup> January, 2024. The 1<sup>st</sup> Administrator filed written submissions on 7<sup>th</sup> March 2024, 3<sup>rd</sup> Administrator's/1<sup>st</sup> Protestor's filed submissions on 15<sup>th</sup> March, 2024 and the 3<sup>rd</sup> protestor's submissions were filed on 8<sup>th</sup> March 2024. The 2<sup>nd</sup> Administrator and the 2<sup>nd</sup> Protestor's submissions are not on record.

### **1<sup>st</sup> Administrator's Submissions**

87. The 1<sup>st</sup> administrator filed her submissions on 7<sup>th</sup> March, 2024 and submitted that the court should be guided by Section 38 of the [Law of Succession Act](#) and the decisions in Re Estate of Francis Andachila Luta (Deceased) [2022] (KLR) and Thiora Kiugu & 4 Others vs Joyce Nkatha Kiugu & Another [2015] eKLR distribute the estate equally among all the children of the deceased.
88. It was also submitted that the 1<sup>st</sup> Administrator acknowledges that the application of Section 38 is subject to the provisions of Section 41 to submit that the law of succession does not contemplate on daughters in law benefitting from an estate and only the children of the direct beneficiaries more specifically the children of Benjamin Methu and not the 3<sup>rd</sup> Protestor.
89. Further that Section 42 of the Act for provided that benefits from the estate prior or upon demise to be taken into account in determining the share of that beneficiary to submit that should the Court find that the 3<sup>rd</sup> Protestor can benefit from the estate, the Court should take into account the fact that the Estate of Benjamin Mathu has already benefited from the Downsville Property, Lanet Far, 22 acres, Peugeot car KPW 705, plot at Kilimani, plot at Lanet Hill, Wanyororo plot, two tractors, Kiratina Plot, Free Areas plot amongst others.
90. That by dint of Section 107 of the [Evidence Act](#) it was submitted that Peris Mugure Methu has not demonstrated with sufficient evidence to her claim of the lion's share of the estate and relied on the pronouncement in case of In Re Estate of Peter Gathogo (Deceased) [2020] eKLR.
91. It was submitted that there were instances of intermeddling further argued that the Court should consider Maxine's proposal of relinquishing her share in the Bahati property having admitted to the Court of having sold property of the deceased to third parties. She however relied on the decisions in Re Estate of M'Ikiugu (Deceased) [2017] eKLR to submit that the sale by Maxine should be found to be null and void ab initio.



92. Counsel relied on the case of Re estate of Isaac Kaburu (Deceased) [2017] eKLR to argue that the sale of the Njoro Ngata property was done by beneficial owners of the estate vide the grant confirmed on 10<sup>th</sup> June, 1996 and therefore it did not form part of the estate.

### **3<sup>rd</sup> Administrator's/1<sup>st</sup> Protestor's Submissions**

93. It was submitted in the submissions filed on 15<sup>th</sup> March, 2024 that she had the benefit of reading the submissions by the Applicants and associated with them in equal distribution except for the third administrator who has benefited from the estate and the four properties:
- a. Kawasaki property Nakuru/Municipality block No. 4/67 indicated as LR/451/13/LWIII is not up for distribution as it was sold and proceeds used to cover rates and estate expenses
  - b. LR Nakuru/Municipality/block No 7/636 is developed and each beneficiary should get the portion they have developed.
  - c. LR Nakuru/Municipality/block No 7/636 be subdivided into 5 equal portions.
  - d. LR 9349 measuring 38 acres, Peris Maduka to get 10 acres and the rest to be shared equally with the exception of Margaret. Peris to get a bigger share as she contributed to the purchase.
  - e. Njoro Ngata block 1/194 to be given to Maxine since she has given up LR 9349.

### **3<sup>rd</sup> Protestor's Submissions**

94. The 3<sup>rd</sup> Protestor submitted that the valuation report valued the Kawasaki property at Kshs 50 million and the Njoro/Ngata property at Kshs. 60 million, contrary to what was alleged by the administrators as the sale price. She argues that the deceit was intended at disinheriting her and further if the sale did indeed take place it was illegal.
95. She relied on the decision In Re Estate of Jamin Iyanda Kadambi (Deceased) [2021] eKLR to submit that, that the sale amounted to intermeddling and the acts of the administrators was contrary to Sections 45 and 82 of the Law of Succession.
96. It was also her submission that the Affidavit sworn by the deceased dated 30<sup>th</sup> September, 2000 is forgery and no basis was laid to necessitate the wishes. That the properties alleged to be in the name of Benjamin were in the name of the deceased and as such she is entitled to a share of the estate.

### **Analysis and Determination**

97. From the onset this court appreciates the historic and contextual background of the deceased and her relationship with her elder son and elder children after the demise of her husband, her enterprise with support of her children and resultant dispute on joint acquisition between the deceased and her eldest son Benjamin Methu (Deceased) flowing into the current probate.
98. It is the hope and desire of this court that the decision shall put to rest the resultant family disagreements, allow the deceased to “rest in peace” and her family members to commence the slow healing from the wounds of earthly desires for material acquisition. As it is said “time is short and life is precious” we are all mortal soon to meet our maker.
99. May this judgment act as a catalyst for reconciliation by the descendants of the late Mary Wangari Ikaari.
100. The Issues I have refined for consideration are:



- i. What assets constitutes as forming part of the estate of the deceased and are available for distribution?
  - ii. What mode of Distribution is applicable?
101. The Deceased died interstate leaving behind children and no spouse thus Section 38 of the Law of Succession shall be applicable in this instance. Section 38 provides that, where an intestate has left a surviving child or children but no spouse, the net intestate estate shall, subject to the provisions of sections 41 and 42, devolve upon the surviving child, if there be only one, or shall be equally divided among the surviving children.
  102. It should be understood that under the *Law of Succession Act*, it is the Succession Court which distributes or shares out the estate of the deceased and nobody else, and any Acts done during pendency of the succession proceedings without the authority and sanction of the Succession Court are Null and Void in law subject to reversal. In this instance any properties forming part of the estate of the deceased purportedly sold and transferred by the Administrators are null and void and would constitute intermeddling contrary to Section 45 of the *Law of succession Act*.
  103. This Court is thus unable to recognize, sanction post facto, authorize or approve the sale and transfer of any assets by the Administrators (Joan Wanja Muraya, Rahab Nungari Mbugua and Maxine Njoki Ikaari) conducted in breach of the law and the said purchasers may recover from the Administrators in their individual capacity.
  104. Assets that are subject to a dispute of one kind or other are not free, and are not available for distribution, until the dispute is settled or resolved. See Naomi Wanjiku Waweru & another vs. Teresia Nyokabi Njuguna [2015] eKLR (Musyoka, J), Alex Waweru Kibura & 2 others vs. Teresiah Nyokabi Njuguna [2019] eKLR (Maina, J), In re Estate of Gerald Mwangi Mugo (Deceased) [2019] eKLR (Gikonyo, J), In re Estate of M'Ikiugu M'Mkindia (Deceased) [2019] eKLR.
  105. This court finds the alleged sale and Transfer of, L.R. Nakuru Municipality block No. 4/67 (Kawasaki) during pendency of the proceedings and that title was passed-on, the disputed nature of its validity would thus effectively eliminate this asset from consideration of distribution, I thus find the same is currently unavailable for distribution until the appropriate pronouncement is made by the court seized of jurisdiction.
  106. This court finds the alleged sale and transfer of, any portion forming part of Njoro/Ngata block 1/194 measuring 2.50 Ha (6 acres) by Rahab Nungari or any other Administrator during pendency of the proceedings and the disputed nature of its validity would thus effectively eliminate this asset from consideration of distribution, However, no interested party has sought to stake a claim on the basis of the alleged sale, I thus find the same is currently available for distribution as it is still in the name of the deceased, and if any beneficiary had sold his/her interest then upon transmission that beneficiary should pass on the title without involvement of the succession court.
  107. This court finds the alleged sale and transfer of, L.R. Nakuru Municipality block 4/84 (Flamingo building) during pendency of the proceedings and the disputed nature of its validity would thus effectively eliminate this asset from consideration of distribution, I thus find the same is currently unavailable for distribution until the appropriate pronouncement is made by the court seized of jurisdiction's. The Search results of October 2020 the same is still registered in the name of the deceased.
  108. For avoidance of doubt this court finds the following assets of the deceased to be available for distribution:



- a. LR Nakuru Municipality block No. 7/635 measuring 1.6230 Ha (approx. 4 acres)
  - b. The House on LR Nakuru Municipality block No. 7/636 measuring 0.040447 Ha
  - c. Bahati Centre plot No. 18
  - d. Kikohey 5 acres
  - e. Kikohey B/58 GEMA shares of L.R. No. 9361/4 and 1106
  - f. L.R. No. 9349 Measuring 38 acres
  - g. Njoro/Ngata block 1/194 measuring 2.50 Ha (6 acres)
  - h. L.R. No 2250/136 (Free Area)
  - i. L.R. No 2250/137 (Free Area)
  - j. Barclays Bank Shares
  - k. Nyakinyua Shares.
  - l. Kenya Joint Shares.
109. The Principle’s informing distribution in this instance draws from where the intestate has left no spouse, but a child or children, the net intestate estate goes to the surviving child if he/she is one or to the children in equal shares so long as:
- a. Property to minor children shall be held in trust;
  - b. Previous gifts to a child or beneficiary shall be considered in distributing the net intestate estate.
- Where a child predeceases an intestate, his children shall be entitled to his share of the estate which he would have inherited.
110. The Court in *Re Estate Of John Musambayi Katumanga – Deceased* [2014] eKLR held as follows:
- “The spirit of Part V, especially Sections 35, 38 and 40, is equal distribution, of the intestate estate amongst the children of the deceased. There have been debates on whether the distribution should be equal or equitable. My reading of these provisions is that they envisage equal distribution for the word used in Sections 35(5) and 38 is ‘equally’ as opposed to ‘equitably’. This is the plain language of the provisions. The provisions are in mandatory terms – the property “shall ... be equally divided among the surviving children.” Equal distribution is envisaged regardless of the ages, gender and financial status of the children.”
111. This Court has the discretion to tamper with the mandatory the provisions of Section 40 of the [Law of Succession Act](#) and depart on exceptional grounds as was observed in the case of *Re Estate of John Musambayi Katumanga – Deceased* [2014] eKLR (Supra).
112. This court further concurs with the findings in the case of Court, *In re Estate of Reuben Wanyama Mukaburu (Deceased) (Succession Cause E038 of 2022)* [2024] KEHC 3359 (KLR) (11 April 2024) before effecting the provision of Section 38 this court ought to consider whether there are other intervening circumstances that may reasonably tilt that legal position.



113. The Court, while considering the application of Section 40 of the *Law of Succession Act*, in Kitale High Court Succession Cause No. 35 of 2017 - In the Matter of the Estate of Muiruri Kamau Gichuri (Deceased) had the following to render: -

“On the basis of the foregoing discussion, with the restraint at hand and in line with Section 7 of the Sixth Schedule to *the Constitution* which states that ‘all law in force immediately before the effective date continues in force and shall be construed with the alterations, adaptations, qualifications and exceptions necessary to bring it into conformity with this Constitution’, this Court, therefore, further finds and hold that Section 40 of the Succession Act should apply on a case-by-case basis and subject to considerations including whether the members of the family acted with Articles 53 and 57 of *the Constitution*, whether there are members of the family who are still minors, previous provisions by the deceased among other considerations.”

114. This Court equally finds that, the application of Section 38 of the *Law of Succession Act* should be undertaken with such considerations.

115. In this instance the estate of Benjamin Methu (through Margaret Muthoni Methu) protests the distribution proposed posturing for an equal share. I respectfully disagree owing to the historic context the relationship of the deceased with his deceased 1<sup>st</sup> born son and the current protestor Margaret Muthoni Methu the Affidavit(s) by the deceased dated 29<sup>th</sup> October 1991 and the one dated 30<sup>th</sup> September, 2000, are explicit blow by blow on the pain and torment the deceased went through at the hands of her deceased eldest son and subsequently his wife, the deceased appears to have had an intuition and laid bare the disagreements.

116. This court is alive to the common law principle of “collation” which is:

“that something has been given to a descendant during the lifetime of the deceased, which has the effect of preferring him or her over the other heirs. Such advance or debt must be recovered by the executor during the course of the administration of the estate”.

117. Where such recovery is not possible then the ultimate distribution must factor in such a share. This is premised on the respect for the assets of the deceased person and truthfulness by those that expect to inherit a share.

118. This court is of the view that the Estate of Benjamin Mathu received his share of the Downsville Property, LR Nakuru Municipality block No. 7/634 (5 acres), LANET Land 23 acres, Peugeot car KPW 705, plot at Kilimani, plot at Lanet Hill, Wanyororo Plot, two tractors, Kiratina Plot, Free Areas plot amongst the other assets enumerated by the deceased in her sworn affidavits and thus would not be entitled to a share of what remained of the estate. This is an intervening circumstance calling for a departure from the strict application of Section 38 and find that the Estate of the Late Benjamin Mathu is disqualified from receiving any share from the estate of the deceased by dint of the common law principle of collation.

119. This court is further persuaded that even after successfully wrestling away 50% of the LR Nakuru Municipality block No. 7/634 (5 acres) in a judicial process without bothering to discharge the mortgage thereon which the deceased paid-off, it would be preposterous for line up for another round to receive an equal share from the remaining 50% of the LR Nakuru Municipality block No. 7/634 (5 acres).



120. While interstate succession by dint of the law makes available shares for inheritance amongst family of the deceased flowing along the line of consanguinity, the same does not elevate the rights of beneficiaries before confirmation of grant and distribution of assets of the deceased and that, beneficiaries have no rights to make demands on specific assets unless there is consensus amongst beneficiaries.
121. The absolute rights would accrue to the beneficiaries after the confirmation of grant and issuance of certificate of confirmation.
122. The unhealed wounds present in the family of the deceased have been and continue to be exacerbated by the posture and demands by Margaret Muthoni Methu whom according to my analysis cannot have a similar voice to the other beneficiaries, her posture cannot inspire the truth, embracing the truth would usher a healing process, maintaining a distance from the truth will widen the wedge in this family. The ball is on the court of Margaret Muthoni Methu.
123. The Administrators whilst maintaining that Margaret Muthoni Methu on behalf of the late Benjamin Methu would not be entitled to any share of the assets of the deceased, have nonetheless extended an olive branch by recommending that the children of the late Benjamin Methu receive the whole share of the KIKOPEY B58 (GEMA Shares),
124. I am equally Persuaded that Peris Mugure Methu Maduka should receive a share not equal to the rest of beneficiaries in the (frontage) portion on LR Nakuru Municipality block No. 7/635 and an equal share in (house) on LR Nakuru Municipality block No. 7/635 on an intervening circumstance.
125. The fact that, as an elder daughter to the deceased Peris Mugure Methu Maduka supported her mother as admitted by the deceased in her affidavit cannot be matched with mathematical precision in the share she receives, what this court hears is the craving of the acknowledgment and appreciation in distribution. This was not a case where Peris Mugure Methu Maduka was demanding a refund of her contribution. The younger siblings of Peris must have it in their hearts to accept and acknowledge their roles, unique circumstances in their respective lives as a factor to keep their extended family together.
126. This court is equally alive to the collective position that, all other beneficiaries to the deceased estate shall receive an equal share with minor variations.

**Disposition:**

127. Deriving from the above, this court is thus constrained to order that the following assets forming part of the estate of the deceased are available to be distributed as follows;



Property	Beneficiaries	Share
LR Nakuru Municipality block No. 7/635 Measuring 1.6230 Ha (Approx. 4 Acres)	Peris Methu Maduka John Githaiga Joan Muraya Maxine Njoki Jane N. Muikia & Rahab N. Mbugua (Administrators of The Estate of Florence Nyambura)	1/8 (frontage) goes to Peris and the rest be divided into 4 plots at the rear and each beneficiary should get the portion they have developed.
The House on LR Nakuru Municipality block No. 7/635 measuring 0.040447 Ha	Peris Methu Maduka John Githaiga Joan Muraya Maxine Njoki Jane N. Muikia & Rahab N. Mbugua (Administrators of The Estate of Florence Nyambura)	To be offered for sale with 1 <sup>st</sup> priority to the beneficiaries (proceeds thereof to be equally shared).
LR Nakuru Municipality block No. 7/636	John Githaiga Joan Muraya Maxine Njoki Jane N. Muikia & Rahab N. Mbugua (Administrators of The Estate of Florence Nyambura)	A portion of 1/8 acre to be held in trust by Joan Muraya, Rahab N. Mbugua and Maxine Njoki The remainder to be divided shared equally
LR 9349 (lucy farm) measuring 38 acres	Peris Methu Maduka-18 The estate of John Githaiga-6.5 Joan Muraya 6.5 Jane N. Muikia & Rahab N. Mbugua 6.5 (Administrators of The Estate of Florence Nyambura)	18 acres plus house to peris 6.5 acres each 0.5 acres to be held in trust by Joan Muraya, Rahab N. Mbugua and Maxine Njoki as a family burial spot. Any Access roads to be deducted from Peris Methu Share
Bahati Centre plot No. 18	Maxine Njoki	Whole share
Njoro/Ngata block 1/194 measuring 2.50 Ha (6 acres)	Peris Methu Maduka The estate of John Githaiga	To be offered for sale (proceeds thereof to be equally shared).



	Joan Muraya Maxine Njoki Jane N. Muikia & Rahab N. Mbugua (Administrators of The Estate of Florence Nyambura)	
Kikopey B/58 GEMA shares of L.R. No. 9361/4 and 1106	Margaret Muthoni Methu In trust of the Children of (Benjamin Methu)	The entire share
L.R. No 2250/137 (Free-Area)	Peris Methu Maduka The estate of John Githaiga Joan Muraya Maxine Njoki Jane N. Muikia & Rahab N. Mbugua (Administrators of The Estate of Florence Nyambura)	To be offered for sale (proceeds thereof to be equally shared).
L.R. No 2250/136 (Free-Area)	Peris Methu Maduka The estate of John Githaiga Joan Muraya Maxine Njoki Jane N. Muikia & Rahab N. Mbugua (Administrators of The Estate of Florence Nyambura)	To be offered for sale (proceeds thereof to be equally shared).
Kikopey 5 acres	Peris Methu Maduka The estate of John Githaiga Joan Muraya Maxine Njoki Jane N. Muikia & Rahab N. Mbugua (Administrators of The Estate of Florence Nyambura)	1acre each
Barclays Bank Shares	Peris Methu Maduka The estate of John Githaiga Joan Muraya	To be offered for sale (proceeds thereof to share as follows). Peris to get 40%



	Maxine Njoki Jane N. Muikia & Rahab N. Mbugua (Administrators of The Estate of Florence Nyambura)	The rest to each gets 15%
Nyakinyua Shares.	Peris Methu Maduka The estate of John Githaiga Joan Muraya Maxine Njoki Jane N. Muikia & Rahab N. Mbugua (Administrators of The Estate of Florence Nyambura)	To be offered for sale (proceeds thereof to share as follows). Peris to get 40% The rest to each gets 15%
Kenya Joint Shares.	Peris Methu Maduka The estate of John Githaiga Joan Muraya Maxine Njoki Jane N. Muikia & Rahab N. Mbugua (Administrators of The Estate of Florence Nyambura)	To be offered for sale (proceeds thereof to share as follows). Peris to get 40% The rest to each gets 15%
Equity Bank account No. 01301002XXXXXX	Peris Methu Maduka The estate of John Githaiga Joan Muraya Maxine Njoki Jane N. Muikia & Rahab N. Mbugua (Administrators of The Estate of Florence Nyambura)	Deposits therein to be equally shared).

128. The Distribution shall be upon the net-estate after settling any outstanding debts.
129. The Two properties purportedly sold to offset estate debts shall remain in abeyance until fully accounted for.
130. This Being a family matter, all Parties shall bear their own costs.
131. This matter shall be periodically mention before the court to track progress of transmission and to conclude the probate.

It is So Ordered.



**RULING SIGNED, DATED AND DELIVERED AT NAKURU ON THIS 4<sup>TH</sup> DAY OF OCTOBER,  
2024**

**MOHOCHI S.M**

**JUDGE**

