REPUBLIC OF KENYA

IN THE HIGH COURT OF KENYA AT ELDORET

SUCESSION CAUSE NO. 25 OF 1995

IN THE MATTER OF THE ESTATE OF THE LATE KIPKOSGEI ARAP MOITA - DECEASED

BETWEEN

JOSEPH KIPSANG KOSKEI.....PETITIONER

VERSUS

CORNELIUS BUNGEI KIRORYO.....OBJECTOR

JUDGMENT

1. The Late **Kipkosgei Arap Moita** (deceased) who died on 11th June, 1992, had 5 wives namely:

- **BOT KOMINGOI - 6 children**
- **BOT KIRORIOR - 6 children**
- **TAP KIGEN - 4 children surviving**
- **BOT AGUI - 9 children**
- **BOT KARONEI - 5 children**

2. He owned several properties at **KIPKABUS** within **UASIN GISHU** county, and one year after his burial, the family was informed that the deceased had made a written will on 17th January, 1990 appointing Kipserem Morogo and Julius K. Kirarei (both of whom are deceased) as the executors. The will reads as follows;

> " I, **KIPKOSGEI ARAP MOITA** resident in Nandi and Uasin Gishu District **HEREBY REVOKE** all previous Wills and Codicile and Testamentary dispositions hereto before made by me and **DECLARE** this to be my Last Will.
>
> 1. The Reference Numbers of the Plots herein mentioned shall be contained in the Schedule hereto annexed to this my Last will.
>
> 2. I **BEQUEATH** 30 acres of land on my parcel of land at Cheptiret to **HENRY KOSGEI,** to **KIMURGOR KELECHI I BEQUEATH** 35 acres of land and to **JULIUS KIRAREI I BEQUEATH** 20 acres of land to **THOMAS KIMUTAI KOSKEY I BEQUEATH** 20 acres of land. **MONICA RUTO I BEQUEATH 20** acres of land. The properties herein mentioned are in my land at Cheptiret in Uasin Gishu District measuring in all 135 acres and the balance thereof shall be administered by the Administrator for the benefit of the Estate.
>
> 3. **I BEQUEATH** 20 acres of land to **LUKA KOSKEI** in Emdin. I hereby direct that **MARY** will move in that land. To **JULIUS KIRAREI I BEQUEATH** 26 acres of land together with the tea growing therein and the house. I hereby direct that **CORNEL KIRORYO** will not get any land. The total acreage of land in Emdin in Nandi District is 46 acres.
>
> 4. I **BEQUEATH to FREDRICK KIPCHUMBA** 8 acres of land in Mogoon in Nandi District, to **JOSEPH KOSKEI I BEQUEATH** 18 acres of land to **AMBROSE KOSKEI I BEQUEATH** 4 acres of land. I hereby direct that **KIBOR BUNGEI** will not get any land in Mogoon. The total acreages in the land at Mogoon in Nandi District measures in all 40 acres.
>
> 5. I **BEQUEATH** to **WILLIAM KOSKEY** 20 acres of land in my land at Lelwak in Nandi District, to **BOT KARONEI I BEQUEATH** 10 acres of land and to **PAULO KOSKEI I BEQUEATH** 10 acres of land. The total acreage of land in Nandi district

totals 40 acres.

6. **I BEQUEATH** my entire land in Kipkabus in Uasin Gishu District to **BOT KARONEI.**

7. **I BEQUEATH** my land in Molo to **JULIUS KIRAREI** and to **THOMAS KOSKEI I BEQUEATH** 15 acres thereof and to **KIRWA KOSKEI I BEQUEATH** 15 acres thereof.

8. **I BEQUEATH** to **REUBEN KIPSEREM KOSKEI 30** acres of land in Meteitei in Nandi district and to **WILLIAM KOSKEI I BEQUEATH** 10 acres thereof.

9. **I BEQUEATH** the sum of Kshs. 8,000/= with Nationwide Bank to **BOT KARONEI** and I charge the duty of looking after **BOT KARONEI's** two daughters to **HENRY K. KOSGEI, JULIUS KIRAREI** and **KIRWA KOSKEI.**

10. As for the sum of Kshs.58,500/= is with Sabania Sang and Arap Kapkiget which was for the purchase of a farm if the farm is finally acquired a land valued at Kshs.3,000/- will be given to Kapsartich the in-laws of Lucas Kosgei. Kapsabul will also be given land worth Kshs.6.000/= and if the land will not be there the two parties will be refunded Kshs.3,000/=, and Kshs.6,000/- respectively. If there be no land available then the balance of the money shall be shared by Bot Karonei, Bot Komingoi and Bot Agui. If the land will be available then **I BEQUEATH** the balance thereof to Julius Kirarei and henry K. Kosgei to share the same equally.

11. Mr. Arap Korir owes me the sum of Kshs.300/= cash which I had lent him and owes me a further sum of Kshs.1,500/= which he ought to pay me as my entitlements from the sale of the house in Meteitei situated in Kaplamaywa farm.

12. As for the money in Thabiti finance Company Limited I leave the same to be utilised by Julius Kirarei as he sees fit.

13. Mr. Joseph Chepchoimet has my 2 cows which have given birth to calves and the sum of Kshs.8m,000/= and the cows and the money shall be shared equally by Julius Kirarei and Henry K. Koskei.

14. Arap Muge Kapkeiyot owes me money which I cannot remember the amount and 5 head of cattle. **I BEQUEATH** to Bot Karonei the said 5 head of cattle from Arap Kapkeiyot.

15. Zephania Sang owes the sum of Kshs.5,000/- and **I BEQUEATH** the same to Bot Karonei.

16. As for a sum of Kshs.5,000/= I owe someone who Arap Morogo Kapleleito knows and this debt shall be settled by Henry K. Kosgei and Julius Kirorei.

17. **I BEQUEATH** my 3 cows at Kapkongeluk as follows:-

One cow goes to Bot Paulo and 2 Bulls goes to Henry Koskei and Julius Kirorei.

18. Mr. Arap Mursoi will show you Arap Banga who has my 3 cows and Henry K. Kosgei and Julius Kirarei will take the said cows if they will have paid the sum of Kshs.5,000/= to Arap Mursoi after Mr. Arap Morogo Kapleleito will have identified them.

19. Mrs Torobas Kiptunga has 5 head of cows and **I BEQUEATH** one head of cattle to her and the examining four will be brought.

20. As for tractor and the machine **I BEQUEATH** them to the houses where they are at present located at Kipkabus, Lelwak.

21. I hereby appoint Kipserem Morogo and Julius K. Kirorei to be my trustees to be the executors of this my Will.

IN WITNESS WHEREOF I have to this my last will and testament set my hand at Eldoret in the Uasin Gishu District of the Republic of Kenya on this the 17th day of January one thousand Nine hundred and Ninety in the presence of subscribing witnesses

SIGNED by the said)

KIPKOSGEI ARAP MOITA as his)

Last Will and Testament in the presence)

of us both present at the same time) ***(thumb print)***

who at this request in his presence) **Deponent**.

and in the presence of each other)

have hereunto subscribed our)

names as witnesses.)

R. K. Birech - Signed

Advocate

P. O.Box 949

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3. Pursuant to his death, the said executors petitioned for a grant of probate which was granted on 29th February, 1996 and the same was subsequently confirmed on 7th October, 1996. Subsequently, through an affidavit of protest sworn on 1st February, 2000, **Kibor Bungei** and **Cornelius Kiroryo Bungei** (being sons of the deceased) opposed the mode of distribution and sought to challenge the will contest the mental capacity of the maker at the time.

4. The executors named in the will namely **Julius Kirarei and Nathan Morogo** died before the grant could be confirmed. Thereafter, **Kimurgor Ngelechei and Lucas Kosgei** filed summons for substitution of the deceased executors by themselves dated 8th October, 2002.

That the application was allowed and new grant issued in their names. The new grant was given on 5th June, 2003 and issued on 11th June, 2003.

Upon issuance of the grant above, Cornelius Bungei and Kibor Bungei filed summons for revocation of the grant dated 24th May, 2004 seeking revocation of the grant issued on 7th October, 1996 and reissued on11th June, 2003 in the names of the new administrators on the following grounds:

a). **That the grant was obtained fraudulently by making of a fake written will or be concealment from the court of material fact.**

b). That the proceedings to obtain the grant were defective in substance.

c). That the grant was obtained by means of untrue allegation of a fact essential in point of law to justify the grant in that the allegation was made in ignorance or inadvertently.

5. Unfortunately, **Kibor Bungei** died, leaving **Cornelius** who is from the 1st house, as the sole objector whose main contention is that they were left out in the will and in subsequent pleadings filed in court in support of the petition for grant and its confirmation. He urged this court to nullify the will.

6. The main issue for determination in these proceedings is whether the **WILL** allegedly made by the deceased on 17th January, 1990 is valid or invalid. The objectors maintain that the will is invalid while the petitioners are of the view that the will is valid.

7. **Cornelius Kiroryo (PW1)** testified that the deceased suffered a stroke on 12/12/1988 and lost his power of speech until the time he died, and was paralyzed on the right hand. During the period he attended **Eldoret Hospital and Nairobi Hospital.** He said that the deceased was illiterate and could not speak or write in English, yet the will which is in the English language has no that there was no affidavit of translation. That the thumbprint placed on the will as that of the deceased was not labeled as either that of the left or right hand.

PW1 also produced the Funeral Programme/Eulogy/Obituary as Exhibit No. 1. That the funeral mass was conducted by **Bishop Korir** (then Bishop of the Catholic Diocese of Eldoret now deceased), to demonstrate that there was no ill will between him and the deceased, so as to warrant him being disinherited

The objector called **Dr. V.V. Lodhia (PW2)** who works at **Eldoret Hospital**, and who prepared the Medical Report dated 31st July, 2006, produced as Exhibit No. 2, using treatment notes made by **Dr Chandaria**, although he too had attended to the deceased on routine checks. He described the condition of the deceased as an old case of cerebrovascular accident with right sided hemiparesis. The deceased had poor appetite, cough, chest pains, swelling of left leg, weakness and confusion.

He stated that the deceased had a right sided hemiparesis, aphasia (total motor and partial sensory) etc. He also had aphasia (the inability to talk) although he could communicate using gestures.

DW3 (Joseph Kipsang Koskei) explained that he is currently the petitioner, having been appointed on 9th March, 2009 to replace **Kimurgor Ngelechei**. He confirmed that the deceased had 5 wives and about 31 children in total being 15 boys and 16 girls. He maintained that the deceased had written a will which only two beneficiaries opposed. He explained that when they realized there was some opposition to their father's wishes, the family reached out to the two objectors, so **Hon. Henry Kosgei** (their 4th born brother) offered to buy the objector 15 acres of land at **Lesos –Rironi Kapletich**. At the time Henry Kosgei was the Member of Parliament for **Tinderet** and he wrote a chit to advocate **Birech**, requesting him to assist in completion of the transaction. He produced a receipt 31/10/1994 as DEx. 4 which shows that **Cornelius Bungei** paid for the land.

He also explained that in 1953 their late father had assigned **Kibor Bungei** (who was the eldest son in the family), the task of operating his buses, but the enterprise collapsed due to mismanagement by Kibor, and eventually their father bought him 40 acres at **Nyikunyal** and

another 36 acres in the settlement scheme. However, **Kibor** sold the lands and squandered the money. Later when **Henry** was the area MP, he felt that **Kibor** should not be left out, and requested each family member to contribute Kshs 3090 towards buying him a 26acre parcel at **Mitetei,** where he has lived for 53 years. Apparently Cornelius did not make any contribution, and DW1 stated: "I do not know why our father decided to leave out the two"

On cross-examination he conceded that only one girl named **Monica Ruto**, and her mother got a share but the rest 14 girls did not. According to him he did not regard girls as people entitled to inherit. The will did not mention the properties which had been given to **Kibor Bungei** *inter vivos*. He however had no evidence in court to show that **Kibor Bungei** had sold any land.

Although DW1 insisted that **Henry** bought land for **Cornelius**, the agreement relating to the said parcel shows the purchaser as Cornelius, and even the receipt for payment was issued in the latter's name.

He stated that **Julius Kirarei and Kipserem Morogo** were present during the drafting of the will, although he later changed this on cross examination, to say he did not know whether they were present. He confirmed that their late father suffered a stroke in December 1998 but recovered although with a resultant paralysis. He conceded that the deceased was illiterate but had what he described as '***akili ya kuzaliwa'*** (loosely translated as wisdom).

He stated and mentioned several properties that the deceased did not include in his will including some land he had given to schools, Shares in Kibwari Tea Estate, and houses at Lelwol in Eldoret . On re-examination, he explained that some of the properties had been bequeathed inter vivos to Kibor Bungei, Lelwal School and St Mary's School

The petitioner's witness Dr. Manohar Aggarwal (PW3) stated that he attended to the deceased between 1988-1992, during which period he was completely normal, being fully oriented in time, place and person. He however stated that the deceased suffered a stroke in 1992 as a result of which he could not talk and got paralysed. That nonetheless the deceased could express his wishes and explain in details what he wanted and was never mentally retarded in any way. He produced a letter dated 11/05/2006 as DEx. 1. On cross-examination, he stated that the document he had produced was not a medical report but a statement of what he knew about the deceased. He also stated that in compiling the contents of the document, he used his mental faculties and did not refer to any treatment notes as all the medical records were released to deceased the before he passed away. He was adamant that the deceased could not have suffered a stroke in 1988, as he too used to treat him. And faults the history given in the funeral programme which claimed that the deceased had suffered a stroke in that year terming it a misrepresentation as between 1988 and 1992, the deceased only had the common ailments of flu, headaches and back-aches

DW2 (Tecla Tum) an advocate of the High Court of Kenya, testified on behalf of **Mr. Birech** –advocate who is unwell. She referred to the will made on 17/01/1990 and confirmed that the will was witnessed by **Mr. Birech** who appended his signature. She produced the will as D. Exh. 3.

On cross-examination she acknowledged that there were no sample signatures of Mr. Birech to compare with the signature on the will nor did the will did not indicate who drew it nor did it have a certificate of translation attached to the will. Further, that there was no indication in the will that the deceased knew/understood sign language and there was no certificate of sign language interpretation.

She also acknowledged that the name of the second witness to the will was not indicated but was identified as legal clerk. There was no address of the said witness and she could not say who he/she was. She also conceded that the will did not have a list of all the beneficiaries and that of the properties. She also stated that the deceased did not give any reason for excluding some of the beneficiaries.

She was not aware as to whether the deceased was illiterate.

The main issue for determination in this case validity of the will allegedly made on 17th January, 1990 was valid or invalid.

The objector's counsel submits that for a will to be valid, it must meet the requirements stipulated in law as to form and substance and points out that in the instant case the will collapses for want of form.

Counsel refers to **Section 11 of the Law of Succession Act Cap 160 Laws of Kenya (hereinafter referred to as the Act) provides as follows:**

> **No written will shall be valid unless—**
>
> **a)…….**
>
> **b)……**
>
> **(c) the will is attested by two or more competent witnesses, each of whom must have seen the testator sign or affix his mark to the will, or have seen some other person sign the will, in the presence and by the direction of the testator, or have received from the testator a personal acknowledgement of his signature or mark, or of the signature of that other person; and each of the witnesses must sign the will in the presence of the testator, but it shall not be necessary that more than one witness be present at the same time, and no particular form of attestation shall be necessary.**

It is on account of this that he argues that the impugned will does not meet the requirements of **section 11(c)** of the Act bearing in mind that there was no name of the second witness. Legal Clerk cannot be a name of a person but a description of occupation. That without a name and the address of the person which can be used to identify the witness, the attestation is brought into disrepute as the witness cannot be called to give evidence in court.

Further, that under **section 2 of the Act** a competent witness is defined as a person of sound mind and full age, yet the mental status of the deceased was questionable.

That the will also does not indicate the person who drew it and in support of this submission the objector the decision authority of **IN RE ESTATE OF G.K.K (DECEASED] [2013] EKLR** where the Hon. Isaac Lenaola J had this to say:

> ***"However, before I examine the validity of the Wills, I must say something about the prior Will dated 19th November 2001, and apparently attested by Grace Githu, advocate. A prima facie examination of this Will does not indicate the person who drew it. It also does not indicate the names of the witnesses who attested its execution because only the signatures of the alleged witnesses appear on page 8 thereof. PW1, Joseph Waithaki Kahari testified that he was a witness to that Will but clearly it was not attested in accordance with the provisions of Section 11 of the Law of Succession Act and that is all to say."***

The objector contends that the will dated 17/01/1990 does not satisfy the requirements under **section 11(c)** of the Act and should be declared invalid even on this ground alone. That the will was also witnessed by **Mr. Paul Birech** a very senior advocate who at the time the will was allegedly made on 17/01/1990 was of about 15 years standing as an advocate of the High Court of Kenya seeing as he was admitted in 1975. That this raises the question as to whether the will was designed to fail.

Counsel reiterates that the manner of attestation is not indicated as either of the left or right thumb print, which was critical especially in view of the condition of the deceased at the time, having been paralyzed on the right side, it was important to indicate which thumb print was used to eradicate any doubts.

It is further submitted that for a will to be valid it must also be in tandem with the provisions of section 5 of the Act regarding the mental capacity of the maker.

The objector refers to Section 3(1) of the act which defines a will to mean the legal declaration by a person of his wishes or intentions regarding the disposition of his property after his death, duly made and executed according to the provisions of Part II, and includes a codicil, and urges this court to take into account the provisions of **section 5 and 7 of the Law of Succession Act**.

The petitioner on the other hand submits that the two objectors were the major beneficiaries as the family bought 25 acres in Meteitei for Kibor Bungei, and for Cornelius 15 acres, courtesy of the magnamity of their brother **Henry Kosgei**. That in any event, the objector Cornelius is the one who benefitted from education in Russia and is a doctor in plant science. It is pointed out that all the other beneficiaries have taken possession of their shares and only await confirmation by the court.

It is contended that the under section 4 of the Law of Succession Act, burden of proof rests with the objector to prove that the testator of the will was not of sound mind and in support of this, the petitioner relies on the decision in **Re: estate of Murimi Njogu (Deceased [2016] eKLR**

1. <u>Did the deceased have the necessary mental capacity to make the will</u>

Whereas both parties admit that the deceased suffered a stroke which resulted in paralysis and inability to talk, they differ on the dates this happened, with the objector placing it at 12/12/1988 long before the will was written, while the petitioner says that between 1988 – 1992 the deceased could communicate effectively. This is confirmed by **PW2, Dr. V.V. Lodhia** (who was the deceased's personal doctor) stated that the deceased was suffering from aphasia (inability to speak).

Indeed, **PW1 (Cornelius Kiroryo Bungei)** corroborated the fact.

There is a rebuttable presumption under **section 3 of the Law of Succession Act** that the person making the will is of sound mind, and that the will has been executed. Certainly as was stated in the case of **Late Sospeter Kimani Waithaka (Succession Cause No 341 of 1998):**

> ***"The will of the departed must be honoured as much as it is reasonably possible. Readjustment of the wishes of the dead by the living must be spared for only eccentric and unreasonable harmful testators and weird will. But in matters of normal preference for certain beneficiaries of dependants, maybe for their special goodness to the testator, the court should not freely intervene to alter them"***

While the afore-going holds true, it will be totally myopic of me to ignore the claims regarding the deceased's mental state at the time of making the will

I concur with the objector's counsel that the evidence of DW1 Dr. Manohar Aggarwal is of less probative value as he did not prepare a medical report but produced, what he described in his own words as 'statement from my mental faculties.' He had no treatment notes to refer as 'all the medical records were released to Mr. Moita before he passed away.'

DW3 (Joseph Kipsang Koskei) acknowledged that the deceased left out 14 daughters in the will. He also mentioned some properties including shares in **Kibwari Tea Estate** Limited and properties that the deceased did not mention in the will. This confirms the position that the deceased's mental capacity was less than optimum, he could not recall with clarity all that he owned.

Black's Law Dictionary 4th Edition defines declaration to mean an unsworn statement or narration of facts made by a party to the transaction, or by one who has an interest in the existence of the facts recounted.

I share the views expressed by the objector's counsel that, if declaration means a narration of facts, which and intentions, how did the decease give instructions to the advocate to draft the purported will if he could not talk?

Section 5 of the Act, provides as follows:

> **5(1) Subject to the provisions of this Part and Part III, every person who is of sound mind and not a minor may dispose of all or any of his free property by will, and may thereby make any disposition by reference to any secular or religious law that he chooses.**
>
> **(3) Any person making or purporting to make a will shall be deemed to be of sound mind for the purpose of this section unless he is at the time of executing the will, in such a state of mind, whether arising from mental or physical illness, drunkenness, or from any other cause, as not to know what he is doing.one has to be of sound mind in order to dispose of his property in a will.**

In Re Estate of GKK (Deceased] **[2013] eKLR,** it was stated that:

> ***'In addition to having testamentary capacity, a testator must know and approve the contents of his Will. A testator will be deemed to have known the contents of his Will if he is aware of its contents and understands the terms. Approval is seen from the execution of the Will and in John Kinuthia Githinji vs. Githua Kiarie & Others, Civil Appeal No.99 of 1988, it was held that it is essential to the validity of the Will that at the time of its execution, the testator should have known and approved its contents … section 5(1) of the Law of Succession Act embodies the principle of testamentary freedom by providing that any person is capable of disposing of his property by Will so long as he is of sound mind. Testamentary capacity has been described as the testator's ability to understand the nature of Will making. This test was set by Cockburn CJ in Banks vs. Goodfellow where he stated as follows:***
>
> > ***"He must have a sound and disposing mind and memory. In other words, he ought to be capable of making his Will with an understanding of the nature of the business in which he is engaged, a recollection of the property he means to dispose of, and of the persons who are the objects of his bounty and the manner it is to be distributed between them."***

The question I pose to ask is whether the deceased a sound and disposing mind and memory? Was he capable of understanding of the nature of the process in which he was engaged in? Did he have a good recollection of the property he intended to dispose of, and of the persons who are the objects of his bounty? If that was the case, then why is it that he left out some of the properties including shares at ***Kibwari Tea Estate*** *and houses in* ***Eldoret*** *without an indication as to what he wished to be done to them? This position was confirmed by the petitioner.*

The Tanzanian Court of Appeal in ***Vaghella v Vaghella (1999) 2 EA 351),*** *where it was stated that the validity of a Will derives from testamentary capacity of the testator and from the circumstances attending to its making. The circumstances attendant to the making of the will in this instance suggests that the deceased's mental capacity was not 100%.*

From the evidence on record the deceased purportedly singled out two beneficiaries who were not provided for and did not give any reason. From the evidence of PW1 he claims that ***Kibor Bungei*** *was left out because he had been given property inter vivos but he squandered it all. As for Cornelius, the only rational inference to draw is that the petitioner feels he benefitted from education abroad, which ought to more than compensate his quest for earthly possessions- that is why he keeps harping about the objector being the scholar in the family. The claims that their better economically endowed brother Henry, purchased land for the objector is not supported by any evidence, but even if that was true, it would not disqualify the objector from inheriting a share in his father's estate.*

There is also the issue as to whether the deceased appended his thumb-print on the document, and did he understand the contents since the same was written in English, and it is admitted he was illiterate. The signing of the will by thumb print is questioned because the deceased was paralyzed on the right side and I agree that the failure to indicate which hand thumb print was used raises doubts as to the signing of the will.

The objector also pokes holes at the lopsided manner of distribution in favour of **Julius Kirarei** who was said to have been present at the execution of the will, and who apart from being appointed executor of the will received substantial property as bequests from the deceased. It is pointed out that he was mentioned in almost each and every paragraph of the will, thus raising suspicion that he may have been the author of the will. In support of this argument, the objector refers to section 7 of the Act which provides as follows:

> **A will or any part of a will, the making of which has been caused by fraud or coercion, or by such importunity as takes away the free agency of the testator, or has been induced by mistake, is void.**

I would be hesitant to use this argument as the rationale for cancelling the will, because as the **Sospeter case (supra)** stated a testator may have an odd cluster of reasons for giving preference to certain beneficiaries, and I need not delve any deeper on that issue

The grant in this cause was initially issued, **to Julius Kirarei and Nathan Morogo** on 7th October, 1996. Upon the demise of the two, **Kimurgor Ngelechei and Lucas Kosgei** made an application for substitution and a new grant was reissued on11th June, 2003.

Kimurgor Ngelechei subsequently died and the Petitioner herein Joseph Kosgei took his place. I hold and find that it is prudent to revoke the grant which by dent of Section 76 of the Act was a misrepresentation as it was issued based on the impugned will which failed to meet an

essential qualification to render it legal and valid. Consequently, the will dated 17/01/1990 be and is hereby declared invalid. The grant issued pursuant to the said will on 7th October, 1996 and reissued on 11th June, 2003 be and is hereby revoked. Each party bear its own costs.

Delivered and dated this 4th day of February 2020 at **ELDORET**

H. A. OMONDI

JUDGE