



**REPUBLIC OF KENYA**

**IN THE ENVIRONMENT AND LAND COURT**

**AT MERU**

**ELC CASE NO. 174 OF 2017**

**OLERAI ENERGY AND INFRASTRUCTURE LIMITED.....PLAINTIFF**

**VERSUS**

**ELIZABETH KALIUNGU ANGAINE.....DEFENDANT**

**JUDGMENT**

**Introduction**

1. The Plaintiff moved this court vide a **Plaint** dated 5<sup>th</sup> June, 2017 and filed on even date seeking the following prayers:-

a. A **Permanent Injunction** restraining the Defendant whether by herself, her agents, tenants, servants, employees and/or anyone acting on her behalf from continuing and undertaking any subdivision, sale, construction, leasing, trespassing and/or damaging of plaintiff equipment, fence, machinery, crops, trees, plants and or in whatsoever manner continue interfering with the leased property, that is, Land Reference Number 20737/26 and its subdivisions which include Land Reference Number 20737/37, Land Reference Number 20737/38, Land Reference Number 20737/59 and Land Reference Number 20737/67 and all other subsequent subdivisions all located on east of Laikipia Municipality in Timau Division Meru District, for the duration of the lease agreement dated 15<sup>th</sup> November 2010 which terminates on 15<sup>th</sup> November, 2020.

b. **Special damages** as pleaded in Paragraph 18 of the **Plaint**

c. **General damages** for trespass

d. **Any other relief** that this Honourable Court may deem just and fit to grant

e. **Costs** of this suit

f. **Interest** on (b), (c) and (e) at Court rates

2. In response to the Plaintiff's **plaint**, the Defendant filed her defence dated 27<sup>th</sup> June, 2017 and filed on 28<sup>th</sup> June, 2017.

3. The Plaintiff in support of their case called one witness, that is Mr. Vincent Baragu the director of the company, while the defendant called two witness, that is the defendant herself and her son Leonard Angaine (PW2). Both parties filed their respective submissions in support of their respective cases.

**Plaintiff's case**

4. It is their case that on or about the month of November 2010, they entered into two lease agreements with the defendant in respect to **Land Reference Number 20737/26** located in East of Laikipia Municipality in Timau Division Meru District for both agricultural land and a residential house measuring about 15 acres at the cost of Kshs. 21,000/= annually, and the same was to increase by 10% annually. Additionally, they allege that they also entered into another lease agreement verbally to lease another 11 acres of the subject land at the rate of Kshs 22,000/= annually for 10 years, and the same was to increase at 10% annually, bringing the whole land to a total of 26 acres. Their intention as communicated to the defendant was to put up a long term infrastructure in the form of forest processing operation and that the lease was to automatically renew upon the lapse of 10 years. And that upon execution of the lease, they immediately paid the defendant the sum of Kshs 2,011,114/= and that they subsequently moved into the property and constructed an electric fence at the cost of Kshs 7,094,500/=.

5. Additionally, they allege that the defendant engaged their sister company by the name Ndovu Power Fence and Ecosystem Limited to construct for her an electrified fence of 7.2 Kilometers around one of her property at the costs of Kshs 8,640,000/=, and also supplied her with extra energizers, solar panels, charge controllers, multi units and toilets at a cost of Kshs. 1, 200,000/=. They allege that out of this, the defendant paid the sum of Kshs. 3, 300,000/= and was unable to pay the balance which accrued interest at 5%, which they allege now stands at Kshs 10,791,000/=. Furthermore they allege that the defendant borrowed the sum of Kshs 500,000/= from one of the plaintiff's director which money was to be recovered as part of the rent for the lease.

6. It is the plaintiff's case that in the year 2013, they undertook a search of the property and discovered some anomalies in the title number of the subject parcel of land and realized that the leased land had been subdivided as early as 2008 to Land References Number 20737/37/20737/38/ 20737/39/ 20737/59 and 20737/67. This fact, they allege, was not disclosed to them prior to the lease agreement. And that one of the subject parcel of land, which is LR Number 207373/67 had been sold to one Haggah Wanjiru Ndegwa in the year 2013 and were in the process of transferring the same, and that they also discovered that the leased land was actually 25 acres and not 26 acres as agreed.

7. They allege that subsequent to that, they attempted to resolve the issue in the year 2016, however the defendant demanded unwarranted and extremely high rent of Kshs 80,000/= per acre, and thereafter they began trespassing on the land as her agents came in through the electric fence and began subdividing the leased land, stopped their construction of semi-permanent steel ware house and utilized the provincial administration to frustrate them.

8. Additionally, they allege that on 9<sup>th</sup> May 2017, the agents of the defendants went into the property and began construction of a fence inside the leased property. And on 10<sup>th</sup> May, 2017 they cut and destroyed their electric fence measuring over 368 meters and alienated numerous eucalyptus trees planted by the plaintiff. The resultant effect being that there was a breach of plaintiff security leading to the loss of Electric Fence Energizer and timber Machine wheel due to theft.

9. It is their claim that the defendant acted in breach of the lease agreement occasioning them loses which they claim vide this suit.

#### **Defendant's case**

10. The defendant (PW1) confirmed entering into two lease agreements with the Plaintiff dated 15/11/2010 and 1/11/2010 respectively and rent that was to be paid were Kshs. 21,000/= per year for the 15 acres and Kshs. 22,000/= for the residential house. And that they verbally agreed to lease the additional 11 acres for a period of 5 years.

11. It is her case that the Plaintiff has not paid him rent and there is an outstanding rent for three years which she claims from the Plaintiff, and the exact figures she states was calculated by PW2.

12. In respect to the alleged fencing by a company called Ndovu Power Fence and Ecosystem, she insisted that she paid a total of Kshs 4,000,000/= as the cost for the fencing and denied receiving any demand for such outstanding payment nor being aware of any relationship between the plaintiff and the said company.

13. In regard to the subject subdivision of the subject property, she told the court that there was no agreement prohibiting the said subdivision and further that the plaintiff was made aware of the said subdivisions prior to entering into the agreement. She denied trespassing into the property and causing any damage to the plaintiff's property.

14. PW2, Leonard Angaine testified that he is the son of the Defendant and kept the records and calculations relating to the subject lease. He told the court that rent for the 15 acres had been received upto 2020, whereas for the house and house and the additional 11 acres had been received upto 2015. The breakdown of the money received for both the House and the 26 acres of land by 2015 was Kshs 8, 239,322/= being calculated as follows: Kshs. 812,000/= for 2011, Kshs 893,200/= for 2012, Kshs 987,200/= for 2013, Kshs. 1,085,820/= for 2014 and Kshs 3,778,320 received upto 2014.

15. He confirmed to the court that the plaintiff was instructed by the defendant to construct electric fence for 7.2 Kilometers for their property at the cost of Kshs 7, 920,000/= as referred in the quotation and that the sum of Kshs 4,000,000/= was paid by the defendant and the rest was to cover rent. And further the said company which is partly owned by the director of the Plaintiff also undertook electric fencing in another property owned by the defendant and that there was a mutual agreement that receipts would not be issued.

16. It is his position that the Plaintiff owes them Kshs 1,298,000/= for the additional 11 acres which he insists it was to be leased for 5 years and that to date they have not regained possession. In respect to the quotation for the fence construction of Kshs 8,640,000/= shown to him by the plaintiff's advocate, he told the court that they negotiated the figure down, which was lowered. Furthermore, he denied entering the property and causing damages to the plaintiff's property therein.

#### **Submissions**

17. Both parties filed their respective submissions. The plaintiff's submission are dated 20<sup>th</sup> December, 2019 and filed on 17<sup>th</sup> January 2019 whereas the Defendant's submissions are dated 21<sup>st</sup> January, 2019 and filed on 12<sup>th</sup> February, 2019.

#### **Plaintiff's Submissions**

18. The plaintiff reiterated their case above and identified four issues for determination. The first issue is whether the defendant trespassed into the suit property. In an attempt to answer this, they broke it into two facets, the first is on whether the plaintiff was in rent arrears, and in this regard they submitted that they had paid the defendant the sum of Kshs 13,618,114/= calculated as follows: 2,011,114 +110,000+96,000+10,791,000+500,000. The Kshs 10,791,000/= they submit is the cost of the electric fence undertaken by their sister

company plus interest which sum was to be used as set off for rent and Kshs. 500,000/= being amount advanced by the director to the plaintiff for her child's medical expenses which were agreed to cover the rent.

19. In terms of what they ought to have paid to the defendant factoring in the 10% yearly increment, the plaintiff calculated the same to Kshs 13,084,526/= which is higher than the defendant's sum. Setting off the same with the money so far advanced, a balance of Kshs 533,588/= stands owing to the plaintiff. It is therefore their submission that there is no outstanding rent.

20. On the second facet which is whether the agreement for lease of the additional 11 acres was for 5 years or 10 years? In this regard, they submitted that the fact that DW2 confirmed to the court that the plaintiff is still in possession of the 11 acres land and that they are claiming the sum of Kshs. 1,298,000/= is enough to prove that the lease was for 10 years and not 5 years as alleged by the defendant.

21. Consequently, it is their submissions that there being no rent areas and the lease for the additional 11 acres being 10 years, the defendant's action which included destruction of their electric fence, alienation of their eucalyptus trees and their failure to inform them of the alleged subdivision amounts to a trespass, as Section 65(1)(a) of Land Act and clause 8(i) of their lease agreement dated 1<sup>st</sup> November 2010 and the clause 2(f) of their lease dated 15<sup>th</sup> November 2010 provides for their quiet possession of the subject property, which right they allege was breached by the defendant whose denial they submit is a lie committed on oath.

22. The second issue addressed by the Plaintiff is whether they are entitled to general damages for trespass. In this regard, they submitted that they have established actions of trespass which is actionable per se and urged the court to award the sum of Kshs. 3,000,000/= in view of destruction of their property amounting to Kshs. 8,366,800/=. In this they rely in the case of **Obadiah Macharia Vs Kenya Power & Lighting Company Limited, Nyeri ELC case number 716 of 2014.**

23. The third issue addressed by the Plaintiff is on whether they deserve a permanent Injunctive orders. In this respect they submitted that they have established a case worthy of the grant of the sought Injunctive orders, submitting that failure to do so would subject them to irreparable loss due to the risk of destruction of their property. They relied in the case of **Lucy Wangui Gachar Vs Minudi Okemba Lore Malindi Civil Appeal No. 4 of 2015 and Paul Githonga Wanjau Vs Gathuthi Tea Factory Company Ltd & 2 Others, Civil suit No. 28 of 2015.**

24. The final issue addressed by the Plaintiff is whether they are entitled to the special damages pleaded. In this regard they submitted that they deserve the award of special damages for the destruction of the 368 meters of their electric fence valued at Kshs. 1,416,800/= as supported by their oral evidence and the quotation tendered in court dated 26<sup>th</sup> May, 2017 and the photographs produced. And the value of the stolen electric fence energizer valued at Kshs. 150,000/= and timber machine worth 250,000/= and the alienated eucalyptus tree valued at Kshs. 6,400,000/= and the cut 15 pieces of eucalyptus valued at Kshs 150,000/=

25. In sum they submitted that they have adhered to the terms of the lease and that the defendant actions amount to trespass and has exposed them to irreparable loss and urged the court to issue the orders as prayed.

#### **Defendant's Submissions**

26. The first issue addressed by the defendant is on the verbal lease of the additional 11 acres of land and in this regard, they submitted that a lease for a period of 12 months should be registered under Section 40 of Registration of Title Act and in the absence of a lease document in writing the plaintiff herein cannot rely on the same and in this the evidence is the plaintiff word against the defendant, and in this case they urged the court to consider the evidence of DW1 and DW2 as true and that the subject lease was for 5 years as opposed to the 10 argued by the plaintiff. Additionally, they submitted that the other two leases herein are not valid as they were not registered under Section 40 above.

27. The second issue addressed by the defendant is on the alleged rent arrears, and in this regard they submitted that the plaintiff is in rent arrears and has filed this suit to escape paying rent. In regard to alleged set off of Kshs. 10,791,000/= for the alleged construction of an electric fence in the defendant's property, they submitted that if such an agreement existed such moneys should be claimed in a civil court arguing that this court does not have the jurisdiction to adjudicate on the same as it is a matter based on contract. Additionally, they submitted that the said Ndovu Power Fence & Eco System Ltd is not a party in this suit. Further, they submitted that there was no agreement on the 5% interest as stated by DW2. And in this respect they urged the court not to issue the injunctive orders sought as the plaintiff is in rent arrears.

28. The third issue addressed by the defendant is on the subdivision, and in this regard, they submitted that nothing in the lease agreement prohibited the plaintiff from subdividing the property.

29. The fourth issue argued by the Defendant is in respect to trespass and damage to the plaintiff's property, and in that respect, they submitted that the plaintiff has not tendered any direct evidence in the form of a witness confirming that the agents of the defendants trespassed on the property. In addition, they submitted that the plaintiff has failed to prove their special damages, as they ought to have produced an assessment report by an agricultural officer to show costs of damages, an assessment report of the damaged fence and receipts of the alleged stolen electric fence energizer and timber machine. In this they rely in the case of **Mohamed Ali & Another Vs Sagoo Radiators Limited (2013) e K.L.R.**

30. The fifth issue addressed by the defendant is in regard to the Land Control Board Consent, which they submitted that the same ought to have been obtained under Section 6 of the Land Control Act, this is despite the parties' agreement that they ought not to, and therefore the instant claim is premised on a void transaction. In this they rely in the case of **David Sironga OeThikai Vs Francis Arap Musa & Others(2004) e K.L.R** and the case of **Stephen Oyoti Okemwa Vs Halima K. Saleh Nyeri C.A No. 30 of 2016.**

31. The final issue addressed by the defendant is on the relief of permanent injunction sought by the plaintiff, and in this regard they submitted the same is an equitable remedy and that he who seeks equity must do equity and he who comes to equity must come with clean

hands and therefore the plaintiff herein has not been paying rent and therefore disentitled to the relief sought. Further, they submitted that pursuant to the above position on the provisions of the Land Control Act, the plaintiff is not entitled to the sought reliefs. And urged the court to find that the case not been proved to the required standard and dismiss the same with costs.

### **Issues and Analysis**

32. After carefully considering the dispute herein, the parties' pleadings and their respective testimonies and submissions, the following issues arise for determination:-

- a. **Whether the Lease agreements herein are valid under the law**
- b. **Whether the lease agreement for the 11 acres parcel of Land herein was for 5 years or 10 years**
- c. **Whether the Plaintiffs are in rent arrears**
- d. **Whether the Defendants committed trespass**

#### **a) Whether the Lease agreements herein are valid under the law**

33. It is an established fact from the foregoing that the Plaintiff and the defendant entered into two written lease agreements dated 15/11/2010 and 1/11/2010. The first is in respect to 15 acres of land at the cost of annual rent of Kshs 21,000/=. The second written lease agreement is in respect to a residential house in the property and was to costs Kshs 22,000/= annually, both leases were to run for 10 years, with 10% annual increase.

34. Additionally, there was another oral lease agreement for another 11 acres of the same parcel of land which was leased at Kshs 22,000/= annually, however the dispute in regard to this parcel of land is that the plaintiff alleges that the lease was for 10 years whereas the defendants alleges that the same was for 5 years.

35. In their submissions, the defendants have alleged that the agreements herein cannot be enforceable because first the same were not registered under **Section 40 of the Act** and secondly that there was no Land Control Board Consent sought as required under the **Land Control Act**.

36. Indeed as submitted by the defendant, **Section 6 of the Land Control Act** provides for the requirement of a consent in respect of a transaction on agricultural land, it provides:

#### **6. Transactions affecting agricultural land -**

##### **(1) Each of the following transactions that is to say -**

**(a) the sale, transfer, lease, mortgage, exchange, partition or other disposal of or dealing with any agricultural land which is situated within a land control area;**

**is void for all purposes unless the land control board for the land control area or division in which the land is situated has given its consent in respect of that transaction in accordance with this Act.**

37. Pursuant to **Section 8 of the Act**, the application for consent is to be made within six months of the making of the agreement. The High Court is given power to extend the six months period even where the period has expired, if sufficient reasons are given.

38. The Court of Appeal in the case of *Willy Kimutai Kitilit Vs Michael Kibet [2018] e KLR* in regard to failure to comply with **Land Control Act** held as follows:

**“A contract for the sale of land to which the Land Control Act applies is not void from inception nor is it an illegal contract. It becomes void when no application for consent of the Land Control Board is made or if made, it is refused and the appeal from the refusal, if any, has been dismissed (see Section 9 (2)). The Land Control Act prescribes the time within which the application for consent should be made to the Land Control Board but does not prescribe the time within which the Land Control Board should reach a decision or the time within which any appeal should be determined. The process from the time of the making the application to the time of the determination of the appeal, if any, may obviously take time. However, the requirement that an application for the consent should be made within six months of the making of the agreement and the provisions of Section 7 of the Land Control Act for recovery of the consideration is an indication that Parliament intended that controlled land transactions should be concluded within a reasonable time.**

[23] The Land Control Act does not, unlike Section 3 (3) of the Law of Contract Act and Section 38 (2) of the Land Act save the operation of the doctrines of constructive trust or proprietary estoppel nor expressly provide that they are not applicable to controlled land transactions. Although the purpose of the two statutes are apparently different, they both limit the freedom of contract by making the contract void and enforceable. Since the doctrines of constructive trust and proprietary estoppel apply to oral contracts which are void and enforceable, in our view, and by analogy, they equally apply to contracts which are void and enforceable for lack of consent of the Land Control Board especially where the parties in breach of the Land Control Act have unreasonably delayed in performing the contract. However, whether the court will apply the

**doctrines of constructive and proprietary estoppel to a contract rendered void by lack of the consent of Land Control Board will largely depend on the circumstances of each particular case.”**

39. Therefore, the court depending on the circumstances can apply the doctrines of constructive and proprietary estoppel to a contract including the instant lease agreement. The plaintiff has alleged that they agreed with the defendant that since they were friends there was no need to seek Land Control Board consent. The defendant pursuant to the said lease agreement gave possession of the subject property to the plaintiff, received rent payment and in my view he is estopped at this stage from claiming that the agreements herein are unenforceable for lack of Land Control Board consent. Additionally, the doctrine of constructive and proprietary estoppel equally applies to the non-registration of the agreements herein. It is therefore my finding based on the parties' respective evidence that there were valid and enforceable lease agreements herein.

**b) Whether the lease agreement for the 11 acres parcel of Land herein was for 5 years or 10 years**

40. The contestation in respect to the 11 acres parcel of land herein is on whether the lease is for 10 or 5 years. Since it is an oral agreement and it is the plaintiff's word against the defendant, it is therefore imperative to consider the parties action herein. The defendant is claiming rent for the 11 acres of land, which to date the plaintiff is still in possession and occupation. There is no evidence that upon the lapse of 5 years the defendant launched a claim of the said 11 acres parcel land, and in view of the fact that the other leases were for 10 years, this court is inclined to agree with the plaintiff and I do find that the oral lease for 11 acre which is not denied by the defendant was for 10 years and not 5 years as alleged by the defendant.

**c) Whether the Plaintiffs are in rent arrears**

41. The Plaintiff in this regard submitted that they are not in rent arrears alleging that they have in fact made overpayments. They allege that they paid the defendant the sum of Kshs 13,618,114/= calculated as follows: 2,011,114+110,000+96,000+10,791,000+500,000. The Kshs 10,791,000/= is the cost of the electric fence undertaken by their sister company plus interest which sum was to be used as set off for rent and Kshs. 500,000/= being amount advanced by the director to the plaintiff for her child medical expenses which were agreed to cover the rent.

43. The defendant in responses submitted that the plaintiff is in rent arrears and has filed this suit to escape paying rent. And in respect of the alleged set off of Kshs. 10,791,000/= for the alleged construction of an electric fence in defendant property, they submitted that the plaintiff ought to file a different civil suit to claim the same. And that there was no agreement on the alleged 5% interest on the sum.

43. The main issue in this regard is the cost of the 7.2 Kilometers Electric fence which was undertaken by the Plaintiff's sister company on the Defendant parcel of Land. The plaintiff claims that the costs of the fence plus interest at 5% is Kshs 10,791,000/=. DW1 in her evidence testified that they paid the sum of Kshs. 4 Million towards the same, and the balance as per the testimony of DW2 was to be used as set off for rent. I have looked at the defendants documents and they have adduced evidence of payment of the said sum of Kshs. 4,000,000/= vide RTGS transfer from Equity bank to the account of Agrotechno Resources (E.A), the plaintiff's sister company that did the fencing. The charges for the fencing as per the evidence of DW2 was Kshs 7,920,000/=:, which amount he alleges was agreed after negotiations based on a quotation of Kshs. 8,640,000/=

44. Therefore subtracting Kshs 4 Million from Kshs 7,920,000/= the balance is Kshs. 3,920,000/=:, which is the amount minus interest that ought to have been considered as set off for rent. I find that the plaintiff has not proved the agreement on 5% interest on this sum and it is my finding that the set off ought to be for Kshs 3,920,000/=:.

45. The total cumulative rent as calculated by the plaintiff for the entire duration of the lease period of 10 years factoring in the 10% annual increment is Kshs 13,084,526/=:, that is until the year 2020. DW2 who testified as the defendant record keeper told the court that they had so far received a cumulative total of Kshs 8,239,322/= from the Plaintiff. Adding the Kshs 3,920,000/= to the same, we get a total of Kshs. 12,159,322/=:. Adding the 500,000/= allegedly given to the defendant for her daughter's medical costs, which sum has not been denied, we get a total of Kshs 12,659,322/=:. Subtracting this from the cumulative total of Kshs 13,084,526/= we get Kshs 425,204/=:, which figure the plaintiffs would be owing before the lease comes to an end in the year 2020.

46. Therefore on this issue it is my finding that the plaintiff is not in rent arrears as calculated above, based on the evidence on record.

**d) Whether the Defendants committed trespass**

47. The Plaintiff is alleging that the defendant has trespassed on the land in breach of their lease agreement and causing him loses. In this regard they submitted that they have established trespass which is actionable per se and urged the court to award the sum of Kshs. 3,000,000/= in view of destruction of their property amounting to Kshs. 8,366,800/=:. Additionally, they are claiming special damages for the destruction of the 368 meters of their electric fence valued at Kshs. 1,416,800/=:, value of the stolen electric fence energizer valued at Kshs. 150,000/= and timber machine worth 250,000/= and the alienated eucalyptus trees valued at Kshs. 6,400,000/= and the cut 15 pieces of eucalyptus valued at Kshs 150,000/=

48. The defendant on their part submitted that the plaintiff has not tendered any direct evidence in the form of a witness confirming that the agents of the defendants trespassed on the property. In addition, they submitted that the plaintiff has failed to prove their special damages, as they ought to have produced an assessment report by an agricultural officer to show costs of damages, an assessment report of the damaged fence and receipts of the alleged stolen electric fence energizer and timber machine.

49. It is trite law that he who alleges must prove the allegations. **Section 107 (1) and (2) of the Evidence Act** provides that:

**1. Whoever desires any court to give judgment as to any legal right or liability dependent on the existence of facts which he asserts must prove that those facts exist.**

2. When a person is bound to prove the existence of any fact it is said that the burden of proof lies on that person.

50. Similarly, *Sections 109 and 112* of the said Act provides as follows:

**109. The burden of proof as to any particular fact lies on the person who wishes the court to believe in its existence, unless it is provided by any law that the proof of that fact shall lie on any particular person.**

**112. In civil proceedings, when any fact is especially within the knowledge of any party to those proceedings, the burden of proving or disproving that fact is upon him.**

51. In the case of *Kirugi & Another Vs Kabiya & 3 others [1987] KLR 347*, the Court of Appeal held that:

**“The burden was always on the plaintiff to prove his case on the balance of probabilities even if the case was heard on formal proof.” Likewise, failure by the defendants to contest the case does not absolve a plaintiff of the duty to prove the case to the required standard.”**

52. In this regard I agree with the defendants that the plaintiff has not discharged the burden of proof to the required standard. They have failed to sufficiently link the alleged invaders to the defendant herein. I have seen the photographs of the destruction on the property; however I have failed to establish any connection to the defendant who has vehemently denied the same. I find this issue not proved.

53. On the issue of sub division of the lease property, it is apparent that the subdivision was done prior to the lease agreement herein being entered into, however the defendant ought not act in a manner derogating the lease.

**Conclusion**

In Conclusion, I find that the plaintiff has succeeded in this suit to the foregoing extent and I therefore make the following orders:-

**1. A Permanent Injunction is issued restraining the Defendant whether by herself, her agents, tenants, servants, employees and/or anyone acting on her behalf from continuing and undertaking any subdivision, sale, construction, leasing, trespassing and/or damaging of plaintiff equipment, fence, machinery, crops, trees, plants and or in whatsoever manner continue interfering with the leased property, that is, Land Reference Number 20737/26 and its subdivisions which include Land Reference Number 20737/37, Land Reference Number 20737/38, Land Reference Number 20737/59 and Land Reference Number 20737/67 and all other subsequent subdivisions all located on east of Laikipia Municipality in Timau Division Meru District, for the duration of the lease agreement dated 15<sup>th</sup> November 2010 which terminates on 15<sup>th</sup> November, 2020.**

**2. Costs of this suit be borne by the defendant.**

DATED and SIGNED at Kerugoya this 7<sup>th</sup> day of February, 2020.

.....

E.C. CHERONO

ELC JUDGE, KERUGOYA

READ, DELIVERED and SIGNED in open Court at Meru this 26<sup>th</sup> day of February 2020.

.....

L.N. MBUGUA

ELC JUDGE, MERU

In the presence of: