



**REPUBLIC OF KENYA**

**IN THE ENVIRONMENT & LAND COURT AT MACHAKOS**

**ELC. CASE NO. 193 OF 2017**

**(Formerly Nairobi Civil Case No. 1456 of 2001)**

**DONALD KAWINZI MUTETI.....PLAINTIFF**

**VERSUS**

**MALI YA MUNGU MUTEI.....1<sup>ST</sup> DEFENDANT**

**KATELEMBO ATHIANI MUVUTI FARMING &**

**RANCH CO-OPERATIVE SOCIETY LIMITED....2<sup>ND</sup> DEFENDANT**

**JUDGMENT**

1. In the Plaintiff dated 27<sup>th</sup> August, 2001 and filed on 28<sup>th</sup> August, 2001 in the High Court at Nairobi, the Plaintiff averred that he was a member of the 2<sup>nd</sup> Defendant; that his membership number was 2362; that he was allocated plot number 2047 at a consideration of Kshs. 50,000 and that the said plot was officially registered by the Registrar of Lands as Machakos Town Block 3/115 (*the suit property*).

2. The Plaintiff pleaded that he paid a consideration of Kshs. 50,000 to the 2<sup>nd</sup> Defendant; that the suit property was identified to him by the 2<sup>nd</sup> Defendant's Surveyor and that he took possession of the same. The Plaintiff averred that the 1<sup>st</sup> and 2<sup>nd</sup> Defendants colluded and had the suit property transferred to the 1<sup>st</sup> Defendant.

3. The Plaintiff is seeking for the following prayers against the Defendants:

***a) A declaration that the Plaintiff is the owner of Machakos Block 3/115 and is therefore entitled to vacant possession thereof.***

***b) An order of cancellation of the Title Deed issued to the 1<sup>st</sup> Defendant.***

***c) General damages and costs of the suit***

4. On record is an amended Defence by the 1<sup>st</sup> Defendant dated 16<sup>th</sup> March, 2003. The 1<sup>st</sup> Defendant denied the contents of the Plaintiff and averred that by virtue of being member 597 of the 2<sup>nd</sup> Defendant, he was properly allotted plot number 2047 and therefore was the lawfully registered owner of Machakos Town/Block 3/115. The 1<sup>st</sup> Defendant prayed for the dismissal of the suit with costs.

5. The 2<sup>nd</sup> Defendant filed a Defence on 10<sup>th</sup> September, 2001 where he denied each and every allegation of law and fact raised in the Plaintiff and further denied the jurisdiction of this court. It was averred that the dispute ought to have been referred to the Cooperative Tribunal. The 2<sup>nd</sup> Defendant averred that it will raise a Preliminary Objection at the trial on the issue of the jurisdiction of the court. The 2<sup>nd</sup> Defendant sought for the dismissal of the suit on this ground.

**Evidence of the Plaintiff**

6. Joseph Mutisya Mung'alika, PW1, testified that the Plaintiff is a member of Katelembo Co-operative Society; that he knew the Plaintiff in the year 1992 and that he was employed as a Surveyor at Katelembo Co-operative Society.

7. It was the evidence of PW1 that on 5<sup>th</sup> March, 1992, Mr. Kaloki Wambua instructed him, together with Mr. John Mutua, and Mr. Julius Magut, the head of survey, to demarcate a boundary between plot numbers 2048 and 2047, which they did by planting sisal plants, and that they showed the Plaintiff the said boundaries.

8. It was the evidence of PW1 that the Plaintiff owns plot number 2047 which was sold to him by the 2<sup>nd</sup> Defendant and that the 2<sup>nd</sup> Defendant was to build schools using the funds obtained from the sale of Plot number 2047. PW1 informed the court that two schools were built, namely Katelembo Primary School and Chumvi Primary School.
9. In cross-examination, PW1 stated that the 2<sup>nd</sup> Defendant is the one that sold to the Plaintiff Plot No. 2047; that he was not present at the meeting that decided that the plot should be sold to the Plaintiff and that it is the Plaintiff that told him that he had purchased the plot. According to PW1, John Mutua Muindi, who was a committee member, also told him that the Society sold Plot No. 2047 to the Plaintiff.
10. It was the evidence of PW1 that he was informed that the Plaintiff paid Kshs. 50,000 for Plot No. 2047; that he also has a plot that he bought from the Society, which is Plot No. 3150, and that he had one share which entitled him to one plot. It was the evidence of PW1 that the members of Katelembo were 3,325; that each person was entitled to one plot and that if one wanted more than one plot, one could buy from a member.
11. PW1 informed the court that the Plaintiff bought plot number 2047 from a member of Katelembo Society; that after the said purchase, the Plaintiff became a member of Katelembo Society and that prior to purchasing plot number 2047, the Plaintiff was not a member of Katelembo Society. It was the evidence of PW1 that the Plaintiff has two plots, namely plot numbers 2046 and 2047; that the Plaintiff paid Kshs. 50,000 to Katelembo Society to purchase Plot No. 2047 and that he purchased plot number 2046 from a member of the Society.
12. In re-examination, PW1 stated that a person could have many shares but would get only one plot; that such a person would get dividends according to his/her shares and that as a member, one had the right to purchase more plots. PW1 informed the court that he acquired his plot for Kshs. 525 by virtue of being a shareholder of the Society.
13. PW1 stated that Plot No. 2047 belonged to Mali Ya Mungu, the 1<sup>st</sup> Defendant, before the Plaintiff bought it; that although he never met Mali Ya Mungu (*the 1<sup>st</sup> Defendant*), the record showed Plot No. 2047 was in his name and that he learnt about this in 1992. It was the evidence of PW1 that when they went to see Plot No. 2047, Mali Ya Mungu was not there and that the record of the Society was kept by the then Secretary, Gregory Muia Kalla, who is deceased.
14. PW 2 informed the court that he lives in Katelembo where he owns a plot; that he knew the Plaintiff in the year 1970 and that the Plaintiff owns Plot Nos. 2046 and 2047. It was the evidence of PW2 that he has been a member of Katelembo Society since 1970 up to date and that he used to accompany the Surveyor to show the members their plots. According to PW2, he used to show members their plots and that he is the one who showed the Plaintiff Plot No. 2047 which previously belonged to one Mwilu Kioko.
15. According to PW2, the Plaintiff purchased plot number 2047 by paying Kshs. 50,000 to the Society; that the said Kshs. 50,000 was used by the Society to buy roofing sheets for the primary school and that he was present when the Plaintiff paid the Kshs. 50,000 to the Society.
16. It was the evidence of PW2 that plot number 2047 belonged to Mwilu, who is the father of the 1<sup>st</sup> Defendant; that the late Mr. Mwilu did not want the suit land; that the Society agreed to give him an alternative plot and that the Plaintiff bought the land from the Society in the presence of nine (9) committee members.
17. In cross examination, PW2 stated that he was one of the committee members of the Society at the time the suit property was sold to the Plaintiff and that he was both in the demarcation and management committee of the Society. It was the evidence of PW2 that the committee of the Society had nine (9) members.
18. PW2 stated that he saw the Plaintiff pay Kshs. 50,000 for the land; that the Society used the money to roof Katelembo Primary School and Chumvi Primary School and that the Plaintiff was not given a receipt for the money paid because the books had been taken away. According to PW2, he does not know if the Plaintiff was given ownership documents of the land by the Society.
19. The Plaintiff, PW3, stated that he is a member of the 2<sup>nd</sup> Defendant; that he owns plot number 2046 which is now registered as Machakos Town Block 3/114 and that he became a member of the 2<sup>nd</sup> Defendant after purchasing plot number 20146 from one Paul Mweleli. It was the evidence of PW3 that plot numbers 2046, 2047 and 2048 were owned by Paul Mweleli, Mwilu Muindi and Ngewa Ngumi respectively.
20. According to PW3, on 7<sup>th</sup> January, 1992, he was approached by the then Farm manager of the 2<sup>nd</sup> Defendant and Mr. John Muindi, who was a committee member of the Society and informed him that the Society intended to sell one of its plots to raise money for building a school; that he told them that he was interested in buying a plot as long as the plot was next to his existing plot, which was plot number 2046 and that the officials of the Society later informed him that the Society had agreed with the owner of plot number 2047, Mr. Mwilu, to have the said plot sold to him.
21. According to PW3, Mr. Mwilu agreed to be given another plot by the Society; that he paid Kshs. 50,000 to the Society for the plot and that he was not given a receipt for the amount paid because he was informed by the Society's manager that all the accounting books had been taken away by the District Commission Officer, Machakos, for auditing. It was the evidence of PW3 that the Society's manager, in the company of other officials, identified the suit property and planted sisal, thus demarcating the boundaries of the said land.
22. It was the evidence of PW3 that when he went back for his receipt, he was informed that the Society's Board had been suspended; that as at 1997, the register of the Society did not indicate who was the owner of plot number 2047 and that when he applied for a search, he discovered that the Title Deed for the suit property had been collected by the Society's Manager, Mr. Munyao, and that the Society's officials sold the plot he had bought after discovering that Mr. Mwilu, the previous owner had died.
23. In cross-examination, the Plaintiff, PW3, stated that he bought plot number 2046 from Paul Mweleli Matheka and his name was deleted from the register; that they signed the transfer form in respect of plot number 2046 which they gave to the Society; that it is the Society

which sold plot No. 2047 to him and that while selling to him plot number 2047, the Society told him that the owner of the plot, member No. 514-Mwilu Kioko, had surrendered the plot and returned to the Society the membership card.

24. According to PW3, Mr. Mwilu also did a letter surrendering the land; that he was never given the copies of the documents that the owner surrendered and that he paid Kshs. 50,000 in cash. It was the evidence of PW3 that the Society wanted money to build a school; that they build Katelembo Primary School after selling the suit land to him and that he was not given a receipt for the said plot.

25. The document examiner, PW4, informed the court that he received documents numbered 3-15 (*disputed documents*); K1-K5 (*known signatures*) and another set of known signatures marked R1 and R2 and that he was requested to examine the questioned signatures number 1, 2, 3 indicated with red arrows in the documents marked 3 with the known signatures indicated in black arrows marked 1, 2, 3 on the document marked K1.

26. It was the evidence of PW4 that he examined the documents and did not find agreement between the disputed and known signatures in documents marked K1; that he examined and compared the questioned signature numbered 1, 2, 3 on the document marked 4 with known signatures number 1, 2, 3 indicated in document marked K2 and that there was no agreement for the signature between the disputed signatures and the known signatures in K2.

27. PW4 also examined and compared the questioned signatures in document marked 5 with the known signature in document marked K3. It was his evidence that he did not find any agreement between the two; that he examined and compared the questioned signatures marked K10, 11, 12 and 13 with the known signature on document marked 4 and did not find any agreement between the disputed signatures and the known signatures in document marked 4.

28. According to PW4, he examined and compared the typed faces on document marked 3 and 4 with the known typefaces indicated in documents marked K1-K2; that he did not find any agreement between the two and that the disputed typefaces were typed by a different machine.

29. PW4 stated that he examined the questioned handwriting in document Nos. 5, 6 and 9 and the known writing of R1 and R2 and did not find any agreement; that the disputed writing showed a different style which did not conform to the writing style on R1 and that there was no agreement or similarity. However, it was the evidence of PW4 that when he examined documents No. 7 and 8 with the known writing on R1 and R2, he found that the writing was done by the same hand.

30. On Cross-examination, PW4 stated that document K5 is the Title Deed and has the known signature of the signatory; that documents K1-K5 are the known signatures and that he received that information from the complainant. It was the evidence of PW4 that he was not given the specimen signatures of the Registrar of Lands to compare with K5 and that K1-K5 (*the Title Deeds*) were not in dispute.

31. According to PW4, there were no specimen signatures; that he was given questioned documents No. 3-15; that he was to compare the questioned signature and the specimen signatures; that he was given standard signature and not known signatures and that the standard signatures were given to him by the complainant.

### **Evidence of the Defendants**

32. DW1 stated that he is the brother of the late Mali Ya Mungu Mutei (*the deceased*); that on 14<sup>th</sup> May, 2011, the Plaintiff, whose land is adjacent to plot number 2047 (*the suit property*) informed him that the suit property is his and that when he attempted to fence the land, the Plaintiff claimed that he had trespassed on the suit property.

33. According to DW1, he produced in evidence the Title Deed showing that his late brother owned the land and that the Plaintiff is not in possession of any document to prove ownership of the land. According to DW1, if indeed the Plaintiff bought the land from the Society, then he should pursue his claim as against the Society, and not the deceased.

34. In cross examination, DW1 stated that his late father was known as Muindi Mwilu; that he knew about the dispute in the year 2018; that he never received the letter dated 11<sup>th</sup> June, 2001 from the Society; that the late Mutie Muindi is his brother and not father; that the late Mutie Muindi changed his name to Mali Ya Mungu (*1<sup>st</sup> Defendant*) when he converted from Christianity to Islam and that his late brother was member number 597 in the Society.

### **Submissions**

35. The Plaintiff's advocate filed submissions on 30<sup>th</sup> January, 2020 and framed five (5) issues for determination; firstly whether this court has jurisdiction to hear and determine the instant matter; secondly, whether the Plaintiff as a member of the 2<sup>nd</sup> Defendant was ever allocated plot number 2047 or at all; thirdly, whether the Defendants acted fraudulently and unlawfully in relation to the suit land; fourthly, whether the Plaintiff suffered loss and damages as a result of the Defendants' fraudulent and unlawful actions and finally, whether the Plaintiff is entitled to the remedies prayed for in the Plaintiff.

36. On the first issue, counsel submitted that the question before this court is the ownership of parcel of land known as plot number 2047 and currently registered as Machakos Town Block 3/115 (*the suit property*) and that this court by dint of Article 162(2)(b) of the Constitution and Section 13 of the Environment and Land Court Act has the requisite jurisdiction.

37. Reliance was placed on the case of *Patrick Miano vs. Mathira Coffee Farmers Housing Cooperative Society Limited (2017) eKLR* and *Francis Mburu Kamau vs. Methi & Swani Farmers Co-operative Society Ltd & Others (2019) eKLR* where it was held that this court, and not the Cooperative Tribunal, is not ousted of jurisdiction to handle disputes relating to land involving Cooperative Societies and their

members or former members.

38. On the second issue, the Plaintiff's advocate submitted that the Plaintiff was member 2362; that he led evidence to the effect that though he was not an original member, he became a member through a transfer of plot number 2046 from Paul Mweleli Matheka who was an original member and that Paul Mweleli Matheka surrendered his membership card and share certificate to the 2<sup>nd</sup> Defendant.

39. Counsel submitted that the 2<sup>nd</sup> Defendant issued a new membership card and share certificate to the Plaintiff. Reliance was placed on the case of *Boston Wachira Kamangu vs. Taifa Society Ltd & Another (2016) eKLR* where it was held as follows:

***“Whenever a question arises as to whether a particular person is a member or not, the answer to this question is not left to speculation; proof of membership may be demonstrated through either of the ways prescribed in section 40 of the Act; that particular provision states:-***

***40. Evidence of member's interest in society***

***(1) Any register or list of members or of shares which is kept by a co-operative society shall be prima facie evidence of any of the following particulars entered therein...***

***The important point to note here is that for one to be a member it is implied that he must have made some membership subscriptions or has acquired some interest in the society either as prescribed under the Act or under the by-laws of the Society in which he is claimed to be a member.”***

40. Learned counsel submitted that the Plaintiff was allocated plot number 2046 and later accepted an offer from the 2<sup>nd</sup> Defendant's farm manager Mr. Bernard Musyoka Munyao and Mr. John Muindi (*committee member and chairperson of Katelembo Primary School*) to sell plot 2047; that the Plaintiff paid Kshs. 50,000 for the plot and that the allocation of the suit property to the Plaintiff was done by the 2<sup>nd</sup> Defendant's Board.

41. On the third issue, it was submitted that the evidence on record spoke to the fact that the membership card of the 1<sup>st</sup> Defendant raised doubts in view of the signatures on the same; that the 2<sup>nd</sup> Defendant's records were altered for purposes of defrauding the Plaintiff of the suit land, and that it was questionable how the 1<sup>st</sup> Defendant ended up with two allocation slips over the suit property.

42. Learned counsel for the 1<sup>st</sup> Defendant submitted that PW1 testified that he was not a Surveyor; that plot number 2047 belonged to Mali Ya Mungu before the Plaintiff purported to buy the same and that the officials of the 2<sup>nd</sup> Defendant purported to sell plot number 2047 when the same had been balloted for and allotted to a member of the Society, hence the same was not available for sale by the Society.

43. Counsel submitted that the Plaintiff did not adduce any evidence to the effect that he lawfully and legally owned the suit land at the time it was registered in the name of the 1<sup>st</sup> Defendant. It was submitted by the 1<sup>st</sup> Defendant counsel that there was no evidence that the 2<sup>nd</sup> Defendant's records were altered and that the proper recourse would be for the Plaintiff to sue the 2<sup>nd</sup> Defendant alone and not the 1<sup>st</sup> Defendant.

**Analysis and Determination**

44. Having read the pleadings, evaluated the evidence adduced and considered the submissions of the parties herein, the only issues for determination is whether this court has jurisdiction and whether the 1<sup>st</sup> Defendant acquired plot number 2047, now registered as parcel of land Machakos Block 3/115 (*the suit property*), fraudulently.

45. The Plaintiff has pleaded, and testified, that as a member of the 2<sup>nd</sup> Defendant, he bought the suit property from the 2<sup>nd</sup> Defendant for Kshs. 50,000. According to the Plaintiff, the Defendants colluded to have the suit property registered in favour of the 1<sup>st</sup> Defendant. The Plaintiff is seeking for a declaration that he is the owner of the suit property and for an order cancelling the Title Deed.

46. The issue of whether the Cooperative Tribunal has jurisdiction to settle land disputes amongst members of a Cooperative, or between members and a Cooperative is now settled. Indeed, this court associates itself with the findings of the court in the case of *Ol Kalaou West Farmers Co-operative Societies Ltd vs. David Kibue Kinyanjui [2019] eKLR* where the court observed as follows:

***“42. In the case of Paul Mutua Mutwiwa vs. Kimeu Kyumba and 2 others Machakos HCCC No. 438 of 2012 it was held:-***

***“...The provisions of Section 76 of the Cooperative Societies Act, No.12 of 1997 do not contemplate the Cooperative Tribunal to determine the ownership of land even if the dispute is between members, present, past, deceased and even if it was, the same has been superseded by the enactment of article 162(2) (b) of the Constitution and the creation of the Environment and Land Court. Thus this court has jurisdiction to entertain this matter and the preliminary objection is dismissed.”***

***43. Indeed there is no evidence before me that points to the fact that the dispute herein concerned “the business of a Co-operative Society” (emphasis mine). The authorities cited herein by the Appellant in support of this argument are distinguishable to the present case.***

44. In *Toratio Nyang'au & 4 Others vs. Lietego FCS Limited (2011) eKLR Maraga J., (as he then was) observed:-*

*In its effort to resolve the matter the Tribunal attempted to define the term “dispute”. That is where, in my view, it started erring. The operative word in that section is “business”. So the Tribunal should have determined whether or not the dispute before it concerned the “business” of the respondent society.*

*The Cooperative Societies Act does not define the term “business”. But we know that cooperative societies are business organizations owned and operated by a group of individuals for their own mutual benefit. Although we are not told what the respondent was established to do, I am, however, certain that resolving its land disputes with third parties whether or not they are its members cannot have been one of the businesses of the respondent society. In the circumstances the land ownership dispute in this case did not fall within the purview of Section 76 of the Societies Act and the Tribunal had, therefore, no jurisdiction to entertain the matter.*

*Even if I am wrong in my understanding of Section 76 of the Cooperative Societies Act I am certain that as the land in this case is registered under the Registered Land Act, Cap 300, it is clear from Section 159 thereof that the Tribunal had no jurisdiction to try the matter...”*

47. In this regard, it is my finding that it is only this court and the Magistrate’s courts, that have jurisdiction to determine disputes relating to ownership, possession and title to land, and not the Cooperative Tribunal.

48. The evidence of the Plaintiff and his witnesses was that in the year 1992, the 2<sup>nd</sup> Defendant intended to build a primary school; that the members of the 2<sup>nd</sup> Defendant’s Board and the committee members implored him to buy one of its plots to enable it raise funds for the construction of the said school and that he told them that he can only buy a plot which was next to plot number 2046 that he had acquired earlier.

49. According to the Plaintiff, the 2<sup>nd</sup> Defendant agreed to sell to him plot number 2047 which was owned by the late Mwilu; that the late Mwilu Muindi had agreed to be given an alternative plot by the 2<sup>nd</sup> Defendant and that after paying Kshs. 50,000 to the 2<sup>nd</sup> Defendant, he was surprised to find out that a Title Deed had been issued in favour of the 1<sup>st</sup> Defendant.

50. On the other hand, the 1<sup>st</sup> Defendant’s brother maintained that the suit property has always belonged to his late brother; that his late brother was known as Mutie Muindi before he changed the name to Mali Ya Mungu and that the Plaintiff has not proved that he lawfully acquired the suit property. The 1<sup>st</sup> Defendant argued that the Plaintiff’s claim should be against the 2<sup>nd</sup> Defendant, and not the 1<sup>st</sup> Defendant.

51. It is trite that allegations of fraud must be strictly proved, the burden being heavier than one on a balance of probabilities that is generally applied in civil matters.

52. In his evidence, the Plaintiff stated that plot number 2047 (*the suit property*) belonged to one Mwilu Muindi, and that the said Mwilu Muindi agreed to be allocated another plot to enable the 2<sup>nd</sup> Defendant sell the said plot to him. The Plaintiff and the document examiner (PW4) produced in evidence a copy of the membership card number 597 showing that the said card was initially issued to one Muteti Mulindi, before the name was crossed with a pen to read Mali Ya Mungu Muteti.

53. According to the evidence of DW1, those two names, Muteti Mulindi and Mali Ya Mungu Muteti refer to one and the same person. The Plaintiff also produced in evidence an allocation card showing that plot number 2047 was allocated to Mutei Muindi, member number 597. The Plaintiff also produced a purported list of the members of the 2<sup>nd</sup> Defendant. Although the first page of the purported list shows the Identity card numbers of each member, the remaining part of the list does not have the identity card numbers.

54. The Plaintiff did not cause to be summoned an official of the 2<sup>nd</sup> Defendant to produce a reliable and verifiable list of the Members of the 2<sup>nd</sup> Defendant as at 1992. Indeed, the list that was produced by the Plaintiff is neither signed nor does it have a title. That document cannot pass for a genuine register of the 2<sup>nd</sup> Defendant as at 1992, or at all.

55. The Plaintiff’s witness, PW1, informed the court that he was a member of the 2<sup>nd</sup> Defendant and was also employed as the 2<sup>nd</sup> Defendant’s Surveyor. It was the evidence of PW1 that as at the time he showed the Plaintiff the beacons of plot number 2047, the said land belonged to the 1<sup>st</sup> Defendant. That being the case, it was incumbent on the Plaintiff to prove that the 1<sup>st</sup> Defendant or Mr. Mwilu (*according to the Plaintiff*) relinquished his proprietary interest in plot number 2047. The Plaintiff failed to lead any evidence to this fact.

56. Other than not showing that the 1<sup>st</sup> Defendant, or Mr. Mwilu, ever relinquished his interest in the suit land, before he purportedly purchased it from the 2<sup>nd</sup> Defendant, the Plaintiff did not adduce any evidence to show that he purchased the suit property for Kshs. 50,000. The long narration by the Plaintiff on why he was not given an official receipt for the alleged payment of Kshs. 50,000 by the 2<sup>nd</sup> Defendant is of no evidential value.

57. It is trite that under Section 3(3) of the Law of Contract Act, any sale in respect of land should be in writing. It therefore defeats logic, and the law, why the Plaintiff would part with Kshs. 50,000, which was a lot of money in 1992, without reducing the transaction in writing.

58. The Plaintiff’s attempt to show that the Title Deed for Machakos Town Block 3/115 was a forgery cannot succeed. I say so because the Plaintiff did not summon the Registrar of Lands who is said to have signed the Title Deed to deny if he is the one who signed it. Furthermore, the document examiner admitted in evidence that all the documents he relied on in preparing his report, including the so called “*known signatures*” were given to him by the Plaintiff, and not by the people who signed or said to have signed the documents.

59. The document examiner could not therefore have arrived at a finding of the person who signed the copies of the alleged forged documents without obtaining independent “*known signatures*” of the signatories, and where possible, the “*specimen signatures*” of the said people.

60. The Plaintiff in this matter has failed to prove that as at the time he purported to buy the suit property, the said land was available for purchase. The Plaintiff has also failed to prove that he purchased the said land, and that the 1<sup>st</sup> Defendant obtained the Title Deed in respect to the suit property fraudulently.

61. For those reasons, I dismiss the Plaintiff’s Plaint with costs.

**DATED, DELIVERED AND SIGNED IN MACHAKOS THIS 15<sup>TH</sup> DAY OF JULY, 2020.**

**O. A. ANGOTE**

**JUDGE**