



**REPUBLIC OF KENYA**  
**IN THE HIGH COURT OF KENYA AT NAIROBI**  
**MILIMANI LAW COURTS**  
**COMMERCIAL & ADMIRALTY DIVISION**  
**CIVIL SUIT NO. 238 OF 2011**

**PEMBE FLOURS MILLS.....PLAINTIFF**

**VERSUS**

**BRITISH AMERICAN INSURANCE COMPANY.....DEFENDANT**

**J U D G E M E N T**

**INTRODUCTION**

1. The claim herein arises out of the Plaint dated 2nd June 2011 wherein the Plaintiff claims the following from the Defendant.

***(i.) The sum of Kshs.13,865,676/-***

***(ii.) Interest on (i) above at court rates form 4th March 2008 till payment in full.***

***(iii.) Costs of the suit.***

2. The Plaintiff's claim as per the Plaint is that on or about 29th October 2007 it bought a Marine Cargo Insurance Policy from the Defendant through the Plaintiff's agents M/s Alamin Insurance Brokers. The said policy is number 552/061/1/00439/2007/10 which was an all risks insurance covering the goods from Egypt to Nairobi for total amount of insurance being Kshs.97,988,000/=. This was insurance for 2,190 metric tons baker's flour valued at USD 1,440,582 (at Kshs.68 exchange rate) packed in 43,800 new woven polypropylene bags from Arabian Milling and Food Industries Company (S. AE) of Egypt. The flour was to be packed in 50 kilogramme bags and were to be shipped form Adabiya Suez Port, Egypt, to Mombasa Port, Kenya, on M.V. Sinai. The cargo was shipped to an M.V. Sinari together with cargo belonging to other receivers. The Plaintiff's clearing agent was General Cargo Services Limited, while its Warehousing and Inland Transport agent was Portside Freight Terminal Limited. The cargo reached Mombasa on 9th December 2007, but there was delay in customs documentation so the discharge took place between 21st and 27th December 2007. The discharge process was observed by representatives from Kenya Ports Authority, Kenya Bureau of Standards, the chief officer and the Master of the Ship, representation from Portside Freight Terminal Limited, the Plaintiff's representatives, as well as a surveyor appointed by the Defendant's M/s Fairline Insurance Assessors. The Plaintiff's claim is that after the discharge and the delivery of cargo to Nairobi, the Plaintiff recorded a loss of 6,179 bags of 50 kilograms each of bakers flour. The Plaintiff alleges that all the losses suffered by the Plaintiff were covered in the said policy which was an "all risks", and covered the period between 29th October 2007 to

arrival at the destination which was the Plaintiff's premises in Nairobi. The Plaintiff claims that despite the Defendant's appointed Surveyors M/s Fairline Insurance Assessors confirming the Plaintiff's loss, the Defendant trashed the report and appointed M/s Oceanic Marine Surveyors Kenya Limited who made another report which recommended a loss of Kshs.444,414 which the Defendant accepted. The Defendant rejected its first Surveyors report, which supported the Plaintiffs claim herein.

3. By its amended defence dated 19th April 2012 the Defendant disputes the Plaintiff's claim but admits that there was the said Marine Insurance Policy. The Defendant also admits that while there would have been some losses, the same cannot exceed a sum of Kshs.444,414/= as per the Report of M/s Oceanic Marine Surveyors Kenya Limited.

## **EVIDENCE**

4. The suit was heard between 2nd July 2012 and 11th February 2015. The Plaintiff called two witnesses Bhai Omar Alamin and Benard Omondi Njawe. PW1 was Bhai Omar Alamin. She adopted her Witness Statement dated 13th June 2011. She is the Director of Al'Amin Insurance Brokers Limited. She testified that on or about early October 2007, she received instructions to secure a marine cargo insurance cover for a consignment of goods due to be imported by the Plaintiff. On 29th October 2007 the Defendant issued the plaintiff with a Provisional Cover Note No. 552/061/0/700742/2007/10. On 3<sup>rd</sup> March 2008, her company received a letter from the Plaintiff stating that it had incurred a loss of 6,137 bags of baker's flour and wished to claim the same against the policy issued by the Defendant. She forwarded the letter to the Defendant and lodged Claim Number MAR/CL/0037/2008. PW 1 testified that the Plaintiff had ordered 2,190 metric tons of baker's flour valued at USD 1,440,582 (@Kshs. 68 exchange rate) packed in 43,800 new woven polypropylene bags from Arabian Milling & Food Industries Company (S.A.E) in Egypt. Although the total weight was above the 2,000 Metric Tons stated in the insurance policy documents, 2,190 Metric Tons was still covered in the same policy as informal insurance rules provided for +/-10% on stated weights. The flour was to be packed in 43,800 50-kilogram bags which were to be shipped from Adabiya Suez Port, Egypt to Mombasa Port, Kenya on M.V. Sinai.

5. The Plaintiff reported to them that as of February 2008, only 37,621 bags had been delivered to its premises in Nairobi. In total, the Plaintiff recorded a loss of **6,179** bags of 50 kilograms each of baker's flour. All the losses suffered by the Plaintiff were covered in the insurance policy as the policy allowed for "all risks" and was for the period between 29/10/2007 to "arrival at destination" which destination was the Plaintiff's premises in Nairobi.

6. On 28th April 2008, the Defendant informed her that it had received a report by a loss adjuster previously appointed by the Defendant, Fairline Insurance Assessors Limited. However, due to the huge sum of money involved, the Defendant informed them that they were seeking a second opinion from Oceanic Marine Surveyors Kenya Limited. By 23<sup>rd</sup> July 2008, Oceanic Marine Surveyors Kenya Limited had not yet tendered its report with the Defendant. By this time the brokers and the Plaintiff had already furnished Oceanic Marine Surveyors Kenya Limited with all the documents in relation with the transaction. She then wrote to the surveyors and requested them to expedite their report so that they could proceed with the issue of settlement from the Defendant.

7. In late August of the same year, PW 1 received a copy of the report finally submitted by Oceanic Marine Surveyors Kenya Limited. The report by Oceanic Marine Surveyors Kenya Limited greatly alarmed the parties these being the Plaintiff and the Insurance brokers as it was based solely on the Mombasa Port Release Order and on the assumption that the insurance cover expired on 31<sup>st</sup> December 2007.

8. As representatives of the Plaintiff, PW 1 in her capacity as a director of Alamin insurance brokers requested a meeting with the two loss adjusters as well as representatives of the Defendant. A meeting was then held in the broker's offices on 4<sup>th</sup> September 2008 and in attendance were Mr. Njawe of Fairline Insurance Assessors Limited, Mr. Kamomoe of Oceanic Marine Surveyors Kenya Limited, on behalf of the Plaintiff, and 4 representatives of the Defendant Company, namely Mr. Kennedy Aosa, Mr. John Githinji, Mr. Thomas Mutua and Mrs. Abigail Simiyu.

9. During that meeting, the Defendant's representatives asked them to listen to the findings by Oceanic Marine Surveyors Kenya Limited. At the end of the meeting, PW 1 requested a copy of the surveillance and adjustment report by Fairline Insurance Assessors Limited. This did not happen, but the next day the Defendant delivered a discharge voucher for Kshs. 444,414 to her office in full and final settlement of the claim, as well as a letter claiming that all the parties had agreed to adopt the findings by Oceanic Marine Surveyors Kenya Limited.

10. This sum was unacceptable to the Plaintiff as it was based on the report by Oceanic Marine Surveyors Kenya Limited which in PW 1's view was faulty as:

***(i.) The surveyors were not present during the discharge process and thus did not witness damages which could not be documented.***

***(ii.) The report was based on incorrect figures in the Mombasa Port Release Order. The irregularity in the Mombasa Port Release Order was caused mainly by:-***

- the fact that 4,070 bags of contaminated product scheduled for disposal were marked as duly released to the Plaintiff. The MPRO does not remark on whether a bag is torn, or contaminated or not. Whether torn or contaminated, Kenya Ports Authority considers such bags as whole provided it can be counted. There would therefore be no remarks on the condition of bags in the MPRO;***
- Further, these bags were included in the Plaintiff's Mombasa Port Release Order and yet they included products meant for other receivers. As the Plaintiff was the last to remove their goods from the ship, they found a lot of discarded product from other receivers; and***
- there was an arithmetic error in adding up the figures entered in the Mombasa Port Release Order.***

***(iii.) The survey was conducted months after the incident of loss, and thus there was no visible evidence to be analysed by the surveyor***

***(iv.) The report only analysed the losses incurred at the port, and did not include losses incurred in the warehouse or during transit to Nairobi, mainly due to the wrong assumption that the insurance policy expired on 31<sup>st</sup> December 2007.***

11. PW 1 testified that the Plaintiff declined to sign the discharge voucher. From that point on the defendant declined to engage the brokers and the Plaintiff.

12. PW 2 was Benard Omondi Njawe. He is currently the Managing Director of Bonriz Insurance Marine Surveyors Limited. He is a Member of the Institute of Loss Adjusters and Risk Surveyors (IARS) and a Member of the Institute of Chartered Shipbrokers. In 2007, he was an assessor with Fairline Insurance Assessors. PW 2 testified that on or about November 2007, while he was with Fairline Insurance Assessors Limited as an Associate Director, he was instructed by a Mr. Thomas Mutua of British American Insurance Company, Mombasa Branch, to conduct a survey of a shipment of goods, whose details were as follows.

***Policy No. : 552/061/1/000439/2007/10***

***Interest : Bagged Bakers Flour***

***Gross weight : 2190 METRIC TONS***

***Value : US D. 1,440,582.00***

***Insured : Pembe Flour Mills Ltd.***

***Shippers : Arabian Milling & Food Industry Company (SAE)***

**Conveyance** : *M.V SINAI B/L NO. 1/Mombasa*

**Port of loading** : *Adabiya Suez, Egypt.*

**Port of sail** : *20.11.07*

**Date of arrival** : *09.12.07*

13. PW 2 prepared a report. A copy of the full report is on page 13 of the Plaintiff's bundle of documents. In his report, he attributed the losses the plaintiff suffered to the following:

**a) Rough handling during discharge and loading onto trucks at the Port**

**b) Sharp edges of the trucks also tore some bags thus caused damages**

**c) Last delivery of the insured cargo ex vessel aggravated the loss**

**d) Pilferage at the quay**

14. On the issue of liability, PW 2 testified that the circumstances of the loss were that part of the cargo was lost due to mishandling that resulted into irretrievable spillages and partly due to pilferage. These circumstances of loss are covered under the policy hence the Defendant is liable to compensate the Plaintiff for the loss.

15. PW 2 testified that the cargo of 2190 metric tons was valued at USD 1,440,582.00 as per Invoice No. 0711003 dated 17.11.02. Each ton was valued at USD 657.80 and the exchange rate was given at Kshs. 68 against the dollar. The cargo was bagged hence each bag equates to USD 33.00 or Kshs. 2,244.00. The loss of 6179 x 50 kgs bags would equate to Kshs. 13,865,676.00. It was the witness's view that part of the loss was occasioned by the insured's delay in processing the relevant discharge documents. He therefore considered a 15% deduction attributable to the losses associated with delays.

16. Out of 6,179 bags, 2,064 bags were recorded and segregated as torn and their content contaminated. However during the inspection and as per various discussions held with the insured it became apparent that part of the segregated cargo could have been savaged. After a detailed inspection/salvage operation, they were able to recover 1137 x 50 kgs bags which were re-bagged, weighed and accepted by the insured as good cargo. Contents from 927 bags were spilled and irrevocably contaminated and part used to refill the underweight from torn bags.

17. PW 2 testified that the policy provides 0.5% of loss or minimum Kshs. 50,000 voyage loss. Therefore, the loss of 4,115 bags recorded during discharge would be subjected to an excess deduction of 0.5 % of loss. The claim of torn bags at 2,064 recorded during delivery to the insured export would be considered under transit loss hence be subjected to the 1% Road Risk excess deduction. The loss would therefore be adjusted thus under the policy.

**Kshs.**

**Claim** **13,865,676.00**

**Less 15% (delay deduction)** **2,079,851.40**

**11,785,824.60**

**Less 0.5% (excess)** **58,929.10**

**11,726,895.40**

***Less 1,137 bags (rebagged/salvaged) 2,551,428.00***

***9,175,467.40***

***Less 1% road risk (excess)***

***91,755.00***

***Adjusted Claim***

***9,083,713.00***

PW 2 testified that that the Mombasa Port Release Order findings were different from his as quantities recorded delivered in the M.P.R.O. from the Port were not only good cargo only but part was residues of contaminated cargo and slack bags. PW 2 told the court that in his opinion the defendant was liable to the tune of Kshs 9,083,713.00.

18. The Defendant's one and only witness, DW 1 was Joseph Gicheha Kamonoe who adopted his witness statement dated 19th July 2011, and testified that he is a Marine Cargo Surveyor. He inspects cargo on its condition, quality, shortage or damage, and determines costs for the purposes of determining insurance claims. She worked for Oceanic Marine Surveyors Limited. They were instructed by the Defendant to investigate and to give independent opinion on the alleged loss by the Plaintiff. This was on 28th April 2008 while the alleged loss took place in December 2007. His role was to re-investigate the matter following the earlier investigation by the Fairline Insurance Surveyor whose report the Defendant was not satisfied with, since the report was concluded in January 2008 but it was given to the Defendant in 4 months later so the Defendant questioned the delay. The Defendant had questioned why the alleged loss was so huge yet there were no supporting documentary evidence. The witness testified that he went to M/s Portside Limited who were the appointed warehouse agents to ask for documents but he was not given the document, so he had to rely on the documents he got from the Plaintiff through their brokers. These documents included Mombasa Port Release Order. The document showed the number of bags offloaded from the ship and loaded for the Warehouse that is, what has been received form the ship and delivered to the owners. The other document was the delivery note which showed what the owner received. These documents contained similar entries. From this he determined that only 115 bags were not received from the ship by the Kenya Ports Authority. The witness testified that in the delivery note 106 bags were received by the owner damaged. Total number of bags lost or damages was 221. After removing the excess of Kshs.50,000/= the witness testified that the Plaintiff was entitled to Kshs.444,414/=. The witness rejected the evidence of PW 1 that some cargo were stolen or pilfered or that some were damped in the sea, saying that there was no reports of pilferage either to the Kenya Ports Authority police or to the Master of the ship. Again he testified that any damping in the sea has to get the Nema permit, and has to be done openly yet there was no evidence that damping took place or that some cargo were pilfered. The witness, upon cross-examination testified that he was instructed in April 2008 but he made his report in August 2008, and that he was not present when the consignment was being discharged from the vessel.

19. Parties filed written submission which I have considered. The Defendant raised issues as follows:-

***a. Whether the Plaintiff breached the conditions of the insurance contract by not taking appropriate measures to protect the Defendant's recovery rights against third parties.***

20. In this respect, the Defendant pleaded in the amended defence that the Plaintiff had breached the conditions of the insurance policy and is therefore entitled to avoid the insurance contract. This alleged breached emanated from the conditions found at page 2 of the said policy, which provide inter-a-lia that in the event of loss or damage:-

***"it is the duty of the assured . . . to take such measures as may be reasonable for the purposes of averting or minimising such loss and to ensure that rights against carriers, bailees or other third parties are properly preserved and exercised . . . In no circumstances, except under written protest, (shall the assured) . . . give clear receipts where goods are in doubtful condition."***

21. To the above condition, the Plaintiff answered paragraph 17 (3) of the amended defence by pleading

in paragraph 12 (iii) thereof that the Defendant was represented by its appointed Surveyor who informed the Defendant of the loss and the destruction through the meeting held in the brokers offices.

22. In my view, the first issue to determine in order to answer this question is the role of M/s Fairline Insurance Assessors Limited. These were the appointed surveyors who observed the offloading of the cargo on behalf of the Defendant between 21st and 27th December 2007. These people had the technical knowhow of all the intricacies of the offloading process, and indeed they filed a report which they forwarded to the Defendant. That report detailed the particular of the loss and what was lost. That report is at page 13 of the Plaintiff's bundle and is dated 10th March 2008. It is entitled – **SURVEILLANCE AND ADJUSTMENT REPORT**. On how the discharge took place, the report states:-

**Discharge for the insured commenced on 21/12/2007 and continued thereafter until 27.12.2007. The cargo was packed in new woven polythene bags which was adequate and was standard requirement.**

**Their surveyor at site made the following pertinent observations:-**

- **That prior to commencement of discharge all the bags in the vessel holds were neat, well stacked and without damages.**
- **The exercise was conducted by stevedores who were manually arranging the bags of about 30-40 in number into the slings. The rope slings were subsequently hooked and lifted by the shore cranes from the holds to the standby trucks at the quay.**
- **That some bags fell from the rope slings to the quay or on deck while being hoisted. Such bags were torn and their contents spilled. The spilled cargo was irrecoverably lost due to contamination. This was a finished product (flour) hence once spilled and mixed with foreign mater, it was considered unfit for the intended purpose or use.**
- **That the stevedores were using handmade hooks to arrange the bags into the rope slings. This in some instance tore the bags thus spilling the content. Their inspectors were quick to identify the use of hooks and immediately reported to the Port supervisors who confiscated some hooks. This helped in controlling the use of hooks and finally in reducing the associated tearing and spillage losses.**
- **That loading in trucks was done manually and at some instance the loaders were observed to be careless and just throwing bags in position. This caused damages to bags. Most of the damaged bags were not accepted by the insured since they were considered contaminated, unfit for use or under-weight.**
- **Some trucks had sharp edges which tore the bags whenever they came to contact. This aggravated the extent of damage/loss during discharge.**
- **The insured collected his cargo last from the ship after the other receivers due to delayed documentation. This inevitably left the insured with damaged bags from the lot of the other consignees.**

**All the discharged cargo loaded onto trucks was passed through the Mombasa Port Release Order desk where their quantities were recorded prior to delivery out of port. The insured cargo was manifested at 43,800 x 50 kg bags but on completion of the exercise only 39,685 bags were recorded deliver to the insured export. Accordingly this registered a loss of 4,115 bags.**

The report concluded at page 17 of the Plaintiff's bundle that the losses recorded were occasioned by:-

- a. Rough handling during discharge and loading onto tracks at the port.*
- b. Sharp edges of the trucks also tore some bags thus caused damages.*
- c. Last delivery of the insured cargo ex-vessel aggravated the loss*
- d. Pilferage at the quay.*

23. The Report then computed the loss which was Kshs.13,865,676, and adjusted the same to Kshs.9,083,713 and advised the Defendant to pay the same to the Plaintiff. In their letter dated 3.3.2008 to the Defendant, the surveyors advised the Defendant that discharge was characterised with loading/discharge damages and on completion of the exercise and subsequent delivery to the insured a total of 6179 x 50 kg bags were recorded loss delivered.

24. The surveyor's Report is supported by various documents including Bill of Lading, Certificate of quality, Kenya Ports Authority Port Release Order dated 17.12.2007 and tallying sheet. There is no reason to fault this Report, or to fault the fact that the Report was prepared by the Defendant's appointed agent to observe the discharge. The question which arises is to what extent did the Plaintiff fail to observe the Defendant's rights to recover the alleged losses from third parties. From my understanding of the Surveyors' Report, the loss suffered appeared to have been caused by the usual hazards of discharging of cargo, which hazards were all covered under the said policy. The losses are not visited upon any single entity which was out to cause loss or damage. Indeed on the cause of loss, the said report states thus:-

***“As mentioned in our ‘discharge’ caption of this report a lot of bags were torn during discharge due to rough handling by stervedores. Content from such bags were contaminated especially those damaged in the holds and at the quay hence were swept and discharged thus not accounted for in the final delivery record.***

***Since the insured processed the documents last, the first receivers picked the sound cargo and whereas it is reported that the other receivers also suffered losses the bulk of the damages were left to the insured who suffered major losses from torn bags.***

***It is also undeniable that it is not uncommon for such finished products to be pilfered during discharge at the quay especially during the 2nd and 3rd shift at night. We have in the past recorded cases where truck drivers collude with the loaders to swindle bags onto trucks without notice of the authorities. A lot of un-quantifiable cargo was spilled and contaminated and was thus left in the vessel's hold number 3 to 5 to be dumped into the sea.***

***In view of the above, it is apparent that the recorded enormous losses were occasioned by:-***

***a. Rough handling during discharge and loading onto tracks at the port.***

***b. Sharp edges of the trucks also tore some bags thus caused damages.***

***c. Last delivery of the insured cargo ex-vessel aggravated the loss***

***d. Pilferage at the quay.”***

25. In my view, there are no clearly identifiable third parties to whom the loss can be attributed except that these were hazards common to any discharge, and which hazards were covered under the said marine policy. Indeed, if the Defendant's own surveyor could not identify third parties responsible for loss, it may also be the case that the Plaintiff also could not do that. In that regard, I accept the submission by the Plaintiff that they did not extinguish any rights due to the Defendant as against third parties, and that the Defendant's own surveyor also did not find any such breach on the part of the Plaintiff.

26. The second issue is whether the Plaintiff has proved that the extent of loss is kshs.13,865,676/-. In my view, this is not disputed. The figures are stated in the Surveyors Report which I have mentioned above. In fact, the surveyor then adjusted the sum due downwards from Kshs.13,865,676/- to Kshs.9,083,713/-. The Fairline Insurance Assessors Limited filed their Report with the Defendants on 3rd March 2008. However, the Defendants disputed that report on the ground that the amount involved was large (see their letter at page 20 of Plaintiff's bundle). They then instructed M/s Oceanic Marine Surveyors (Kenya) Limited to carry out another survey. That Report is found at page 21 of Plaintiff's bundle. The Report disparages the earlier report by Fairline Insurance Assessors, and returns a finding that the loss suffered by the Plaintiff, if at all, is kshs.444,414/-. That Report stated as follows on Section

called **RECOVERY**.

***“It would appear that a joint discharge tally/survey of the damaged bags was not carried out by your assessors, ship owners/carrier and KPA. It is further noted that letters of protests and/or formal claim were not issued to the Master of the vessel relative to the damages and shortages. These omissions are deemed to be prejudicial to insurer’s recovery rights against the vessel owners/carrier. However, we have referred this matter to W.E. Cox Claims Group of London, our recovery agent, for review and shall revert as soon as we hear from them.”***

27. The issue which now arises is which of these two reports should be acceptable to this court? It is to be noted that M/s Fairline Insurance Assessors were appointed in time to observed the discharge. Their Report is the report of an “eye” witness so to speak. They not only physically observed the discharge process, but were part of it and in their report noted the conditions affecting the process of discharge. They did not seek any third party view or documents from any third parties. They did the tallying process themselves from the ship to the warehouse, and cogently reported on their finding. There is no evidence that their Report was faulty or shoddy or comprised in anyway. Their report was doubted by the Defendant on the only basis that it returned a large sum. This “large sum” also needs to be interrogated. The insurance value was Kshs.97,988,000/-. So a return of loss amounting to Kshs.9,000,000/= is actually with the said Kshs.97,988,000/=. More importantly, however, this court is not particularly impressed with the second report prepared by M/s Oceanic. This is so, firstly, because M/s Oceanic were given instructions on 28th April 2008 and they filed their report towards the end of August 2008. They also admitted that they had only there documents to work on. They did not observe the discharge and had no “eye” witness report on the matter. Not surprisingly they returned a much smaller figure of kshs.444,414 despite accepting that they had no documents to work on. In my view, the Report by M/s Oceanic Marine Surveyors Kenya Limited amounted to no more than executive speculation, and was only meant to cast doubt on the Report by Fariline Assurance Assessors. What is to note is that both reports were prepared by agents of the Defendant. The Defendant has not said that any of the reports was procured by a fraudulent or comprised process. For this court, the fact that the second report was prepared eight months after the discharge, and the fact that the party that prepared it admits lacking crucial documents which nonetheless were available to the first Reporter, makes this court to reach a finding that the Report by Fairline Insurance Assessors has greater probative value than that of Oceanic Marine Surveyors Limited, and on that ground this court herewith adopts the former report as containing a fair and acceptable representation of what took place during the discharge.

28. This court also finds that on the evidence availed to the court through PW 1 and PW 2 the amount now claimed of Kshs.9,083,713 has been proved due to the Plaintiff.

29. It is the finding of this court that the Plaintiff has proved its case on a balance of probabilities and is entitled to the judgement as claimed in the Pliant, and as adjusted by evidence.

In the upshot, I enter judgement for the Plaintiff against the Defendant as follows:-

***a. Kshs.9,083,713/-.***

***b. Interest on (a) above, at court rates from 4th March 2008 until date of payment in full.***

***c. Cost of this suit.***

That is the judgement of the court.

**READ, DELIVERED AND DATED AT NAIROBI**

**THIS 2ND DAY OF OCTOBER 2015**

**E. K. O. OGOLA**

**JUDGE**

**PRESENT:**

**M/s Kuria for the Plaintiff**

**Mr. Ndeiritu holding brief for King'ara for the Defendant**

**Teresia – Court Clerk**