



REPUBLIC OF KENYA

IN THE ENVIRONMENT AND LAND COURT AT NAIROBI

ELC SUIT NO. 155 OF 2009

DAVID MBUVI KATHITU & 14 OTHERSPLAINTIFFS

VERSUS

1. CITY COUNCIL OF NAIROBI

2. STEPHEN MAINGI MUREITHI

3. RITHO MUREITHI

4. WANJIRU MUREITHI

5. NYAGATHUGU LTD.....DEFENDANTS

JUDGMENT

The plaintiffs brought this suit against the defendants on their own behalf and on behalf of others through a plaint dated 7th April, 2009. The original plaint was amended on 11th May, 2009. In their amended plaint, the plaintiffs sought the following reliefs:

- a. A permanent injunction restraining the defendants by themselves, their servants or agents from evicting or demolishing the plaintiffs' shelters/structures constructed on L.R No. 7107/2 off North Airport Road, Nairobi.
- b. General damages
- c. In the alternative, a sum of Kshs. 940,000,000/- being the cost of and or value of the constructions/houses.
- d. Costs of the suit.

The plaintiffs averred that, one, Mureithi Maingi, deceased (hereinafter referred to only as "the deceased") was at all material times the registered proprietor of all that parcel of land known as L.R No. 7107/2 off North Airport Road (hereinafter referred to as "the suit property"). The plaintiffs averred that they were at all material times tenants on the suit property with an option to buy the same. The plaintiffs averred that 2nd, 3rd and 4th defendants were the children, heirs and/or legal representatives of the estate of the deceased, Mureithi Maingi.

The plaintiffs averred that pursuant to agreements that were made between them and the deceased and/or the 2nd, 3rd and 4th defendants, they constructed residential shelters/houses on the suit property at a cost of over Kshs.940,000,000/-. The plaintiffs averred that on 4th April, 2009, the 2nd, 3rd and 4th defendants fraudulently and in collusion with the 1st defendant issued them with a notice under the Physical Planning Act, Chapter 286 Laws of Kenya demanding that they demolish the said shelters/houses. The plaintiffs averred that the 1st defendant did not raise the issue of the legality of the said structures when the same were being constructed 15 years prior to the date of the said notice and that the real intention of the said notice was to enable the 2nd, 3rd and 4th defendants to evict the plaintiffs from the suit property the agreement that the plaintiffs had with them which gave the plaintiffs an option to purchase the suit property notwithstanding. The plaintiffs averred that they did not require any approval from the 1st defendant prior to putting up the said structures on the suit property and that the notice that was given to them by the 1st defendant was too short.

The 1st defendant entered appearance on 15th May, 2009 and filed a statement of defence on 26th May 2009 to the original plaint. In its defence, the 1st defendant denied the plaintiffs' claim in its entirety. The 1st defendant averred that during routine inspection, it established that the occupants of the premises on the suit property had breached the provisions of the Physical Planning Act and its by-laws by erecting illegal structures thereon without its approval. The 1st defendant averred that it issued an enforcement notice to the occupants of the said

illegal structures as mandated by law. The 1st defendant denied that in issuing the said notice, it acted in collusion with the other defendants as alleged by the plaintiffs. The 1st defendant averred that the said enforcement notice was lawful and that the plaintiffs' suit raised no reasonable cause of action against it. The 1st defendant did not amend its statement of defence following the amendment of the plaint.

The 2nd defendant filed his statement of defence on 11th June, 2009 in response to the original plaint. The 2nd defendant also denied the plaintiffs' claim in its entirety. The 2nd defendant denied knowledge of the agreements the plaintiffs claimed to have entered into with the deceased and/or the 2nd, 3rd, 4th and 5th defendants for the purchase of the suit property. The 2nd defendant averred that such agreements if any, were not binding on the deceased's estate. The 3rd and 4th defendants filed a joint statement of defence on 23rd September, 2009 in which they also denied the plaintiffs' claim in its entirety. There is no defence by the 5th defendant on record.

At the trial, the plaintiffs' first witness, Francis Ochieng Okech (PW1) testified that he was a valuer by profession and a director at Apex Valuers Ltd. He stated that the plaintiffs instructed him to carry out a valuation of their properties on the suit property that had been damaged. He carried out valuation on a portion of the suit property and prepared a report dated 13th April, 2013 which he produced as PExh. 1. PW1 stated that he identified the suit property with the aid of a survey plan. He also invited the plaintiffs who joined him at the site. PW1 stated that by the time he visited the site, a small part of the suit premises had been brought down.

PW1 stated that the type of valuation that he carried out was historical in nature. He stated that he was only able to see the outlines of most of the buildings before they were demolished. He told the court that most of the structures which were on the suit property comprised of 10 by 10 feet rooms of Asian architectural designs. He assessed the plaintiffs' total loss at Kshs. 1,060,325,000/-. He stated that in arriving at that amount, he valued single storey structures on the suit property which had 3283 rooms of 10 by 10 feet and double storey units which had 1362 rooms. He stated that he applied a value of Kshs 95,000/- per room which came to Kshs. 311,885,000/- for single storey structures. He valued double storey structures at Kshs. 120,000/- per room which for 1362 rooms came to Kshs 163,440,000/-. PW1 told the court that he valued the improvements on the affected portion of the suit property as at the time of demolition at Kshs. 475,325,000/-. He stated that the sum of Kshs. 1,060,325,000/- comprised of the value of land, improvements and compensation. PW1 stated that the suit property measured 13 acres and was valued at Kshs 585,000,000/-. He stated that only about 20% of the suit property valued at Kshs. 117, 167,000/- had been occupied by the plaintiffs. He stated that in historical valuations, valuers take into account factors such as the surroundings, building plans, pictorial evidence and debris on the ground.

In cross-examination, PW1 stated that the structures which were destroyed covered about 20% of the suit property. He stated that by the time he went to the suit property, all the buildings had been destroyed. He averred that in valuing the single rooms at Kshs 95,000/-, he used the quantity surveyors construction price for the year 2013. PW1 stated further that in carrying out the valuation, he considered the surroundings which comprised of informal settlements together with building plans. He stated that being an informal settlement, the developers of the structures which were demolished did not require approved building plans owing to the temporary nature of the buildings. PW1 contended that the buildings were semi-permanent in nature.

In re-examination, PW1 stated that by referring to building plans and pictorial evidence, he wanted the court to understand how he undertook the historical valuation. He reiterated that in carrying out the valuation, he relied on pictures, ground lay out and survey plans. He stated that his mandate was strictly to assess the damage and what it would cost the victims to put up similar structures. On examination by the court, PW1 stated that the single and double storey buildings he had referred to were semi-permanent in nature as they were made of iron sheets.

The plaintiffs' second witness was the 3rd plaintiff, Joseph Kimani Nzwili (PW2). He adopted his witness statement filed in court on 12th September, 2013 as part of his evidence in chief. He produced the documents attached to the plaintiffs' bundle of documents dated 23rd May, 2013 save for the valuation report as PExh. 2. In his witness statement, PW2 stated that he met the deceased, Mureithi Maingi in January 1994. He stated that they entered into negotiations following which the deceased agreed to sell to him a plot for 16 rooms of 10 by 10 feet. He stated that there was no standard plot size as a plot could be one for 5 rooms, 10 rooms or 16 rooms all measuring 10 by 10 feet. He stated that the rooms would attract minimal ground rent of Kshs. 50/- per month per room which was eventually raised to Kshs. 100/-. PW2 stated that he purchased his plots from the deceased who acknowledged receipt of the purchase price by issuing him with receipts.

PW2 stated that after the death of the deceased on 5th November, 1995, the 5th defendant was incorporated in 1996 and an office run by the 2nd, 3rd and 4th defendants set up on the suit property. He stated that the purpose for that office was to facilitate collection of the ground rent and to handle the process of subdivision of the suit property and processing of title deeds in favour of the plaintiffs. He stated that the 5th defendant was the custodian of the records relating to the sale and purchase of plots within the suit property. PW2 stated that in 2005, the deceased's children came up with letters through which they purported to make individual offers to the plaintiffs to lease the same plots that they had already purchased.

PW2 stated further that in March 2009, the 1st defendant in collusion with the 2nd, 3rd and 4th defendants purported to issue the plaintiffs with an illegal enforcement notice on the grounds that they had erected illegal structures on the suit property. He stated that to forestall the demolition of their structures, they instituted this suit and obtained interim injunctive orders against the defendants on 8th April 2009. PW2 stated that while the said injunctive orders were still in force, the defendants hired goons, who set the plaintiffs' houses on fire on the night of 24th /25th August, 2009. He stated that on 3rd September 2009, the said goons hired by the 2nd, 3rd and 4th defendants invaded the suit property and demolished the structures that were standing thereon in disregard of the said court orders. PW2 stated that on 25th November, 2010, the 2nd defendant was found to have been in contempt of the said court orders and was committed to civil jail for 21 days. PW2 stated that the plaintiffs' claim was for compensation for the loss they incurred as a result of the contemptuous burning and demolition of their developments on the suit property as well as the loss of rental income which used to be derived from the said structures.

In cross-examination, PW2 stated that in the ruling on contempt application, the court found that the 1st defendant was involved in the demolition of the plaintiffs' structures on the suit property. PW2 denied knowledge of the fact that the committal order against the 1st defendant had been set aside. PW2 stated that the plaintiffs were occupying a settlement scheme and as such it was not necessary for them to obtain building permits before putting up structures on the suit property. He stated that he had 5 plots which had double storey rooms while 2

plots were owned by his wife. He stated that each room was let at Kshs 2000/-.He denied that there was a dispute between him and the people who sold the said plots to him. He reiterated that the plaintiffs' structures were destroyed by the 2nd to 5th defendants.

In re-examination, PW2 stated that the defendants were found guilty of contempt. He contended that the 2nd to 5th defendants used the enforcement notice that was issued by the 1st defendant to demolish the plaintiffs' structures. He denied that the plaintiffs' structures were illegal and stated that the same had been put up with the consent of the land owner.

The plaintiffs' next witness was the 1st plaintiff, David Mbuvi Kathitu (PW3). PW3 adopted his witness statement filed on 12th September, 2013 as part of his evidence in chief. He stated that in 2003, he met the 2nd defendant who held himself out as the son and legal representative of the estate of the late Joseph Mureithi Maingi (deceased) in whose name the suit property was registered. He stated that at the time, the suit property was developed to a large extent with many inhabitants in occupation. He stated that he entered into negotiations with the 2nd defendant who agreed to sell to him a plot within the suit property. PW3 stated that in 2005, the 2nd defendant issued him with a letter offering to lease to him four plots within the suit property which had 37 rooms at a monthly rent of Kshs 3700/- which plots he had already purchased.

PW3 stated that in March, 2009, the 1st defendant colluded with the other defendants in issuing them with an illegal enforcement notice and on 24th August, 2009 and 3rd September, 2009, hired goons invaded the suit property and destroyed their structures thereon even after they had come to court to avert the demolition. He stated that the plaintiffs were seeking compensation for the loss of their investments and rental income.

In cross-examination, PW3 reiterated that the 1st defendant served the plaintiffs with an illegal enforcement notice. He contended that the plaintiffs sued the 1st defendant because the 1st defendant was used by the 2nd to 5th defendants to issue a notice for the demolition of the plaintiffs' structures. He stated further that the plaintiffs' structures were not illegal since they had permission to put up the same. He stated that they did not need building permits to put up the informal structures. PW3 stated that the 1st defendant was not involved in the demolitions which were carried out by goons hired by the 2nd to 5th defendants.

In re-examination, PW3 stated that he did not see the 1st defendant's officers during the demolition of their structures and that if they were present, they were not in uniform. He stated that the defendants colluded to evict the plaintiffs from the suit property.

The last witness for the plaintiffs was Joseph Njeru Njiru (PW4). He adopted his witness statement filed on 12th September, 2013 as his evidence in chief. In his statement, PW4 stated that he met the late Joseph Mureithi Maingi (deceased) in 1980 through the deceased employees. The deceased agreed to sell to him plots on the suit property at a consideration of Kshs. 500/- per room measuring 10 by 10feet to be constructed on such plot. He stated that he bought plots for 10 rooms. He stated that the deceased gave him the responsibility of collecting ground rent of Kshs 50/- per room. PW4 stated that before the deceased passed away, he convened a meeting which was attended by his children, workers and few plot owners on the suit property and expressed his desire to have the poor peasants who had purchased plots on the suit property issued with ownership documents.

PW4 stated that in 2009, the 1st defendant colluded with the other defendants in issuing the plaintiffs with an illegal enforcement notice. He stated that the plaintiffs filed this suit to avert the demolition of their structures but during the pendency of interim injunctive orders that they had obtained, some structures on the suit property were burnt down and demolished. PW4 stated that as a result of the demolition of the plaintiffs' structures on the suit property, the plaintiffs incurred losses running into hundreds of millions of Kenya Shillings in terms of lost investment and loss of rental income. He stated that most of the plaintiffs were rendered homeless and that the plaintiffs were seeking compensation for the loss suffered as well as costs of the suit plus interest.

In cross examination, PW4 stated that he bought his plots in 1981. He contended that following the death of the deceased, a dispute arose between them and the deceased's children. He stated that their houses were demolished by the 2nd to 4th defendants and that he had 27 houses on the suit property which were all destroyed. In re-examination, PW4 stated that following the issuance of the enforcement notice, the 2nd to 4th defendants hired goons who demolished their structures. On examination by the court, PW4 stated that they did not rebuild their houses. He averred that the defendants took possession and sub-divided the suit property into several portions which were sold to third parties who had already developed the same.

The 1st defendant called one witness, Wilfred Wanyonyi Masinde (DW1). DW1 told the court that he was a building inspector working with the 1st defendant. He adopted his witness statement filed on 5th November, 2011 as part of his evidence in chief. He admitted that the 1st defendant issued the plaintiffs with an enforcement notice. He denied however that the 1st defendant acted under instructions from third parties in issuing the said notice. He stated that enforcement notices are issued in respect to all buildings whether permanent or temporary. He stated that the plaintiffs had not obtained approvals from the 1st defendant for the structures they had put up on the suit property. He denied that the 1st defendant was involved in the demolition of the plaintiffs' said structures.

In cross-examination, DW1 stated that an approval must first be obtained from the 1st defendant before construction can be carried out on a residential plot. He reiterated that the plaintiffs did not obtain approvals before putting up structures on the suit property leading to the issuance of the enforcement notice aforesaid. He contended that the plaintiffs did not respond to the said notice. He stated that, where a notice is not complied with, the 1st defendant enforces such notice by restoring the land at the cost of the developer. DW1 stated that he had worked with the 1st defendant from 1994 and was the inspector in charge of the area where the suit property was situated. He stated that he visited the suit property on several occasions and found illegal developments going on. He stated that he did not know the owner of the suit property and averred that the enforcement notice was served on the premises which is permitted if the developer cannot be found. DW1 told the court that in respect to informal settlements, the 1st defendant issues building permissions in writing. In re-examination, DW1 reiterated that the 1st defendant did not demolish the plaintiffs' structures and maintained that he issued the enforcement notice in the normal course of

duty and not under the direction of a third party.

The 2nd, 3rd, 4th and 5th defendants were duly served but did not attend court for the hearing. On application by the plaintiff's advocate, their case was marked as closed. Parties were thereafter directed to make closing submissions in writing.

The plaintiffs filed their submissions dated 5th January, 2018 on 10th January, 2018 while the 1st defendant filed its submissions in reply on 10th April, 2018. In their submissions, the plaintiffs reiterated the contents of the pleadings and the evidence that was adduced by the parties and submitted that the right to housing is a constitutional right. In support of this submission, the plaintiffs cited the cases of Ibrahim Sangor Osman v Minister of State for Provincial Administration & Internal Security & 3 others [2011] eKLR and Satrose Ayuma & 11 others v Registered Trustees of the Kenya Railway Staff Retirement Benefits Scheme & 3 others Nairobi, Petition No. 65 of 2010, [2013] eKLR

The plaintiffs submitted that they should not have been evicted from the suit property because they had occupied the property for over 20 years and as such had acquired prescriptive rights over the same. In support of this submission, the plaintiffs relied on the case of Kahindi Ngala Mwangandi v Mtana Lewa [2014] eKLR where the court defined what constitutes adverse possession. The plaintiffs submitted that the defendants violated their fundamental rights and freedoms by forcefully evicting them from the suit property. In support of this submission, the court was referred to the case of June Seventeenth Enterprises Ltd v Kenya Airports Authority & 4 others [2014] eKLR. The plaintiffs submitted that they had proved their claim against the defendants on a balance of probabilities and urged the court to grant them the alternative prayer in the amended plaint together with general damages and costs.

In its submissions in reply, the 1st defendant submitted that the plaintiffs had failed to demonstrate that the enforcement notice that was served upon them was illegal. The 1st defendant submitted that failure by the plaintiffs to produce the necessary approvals confirmed that the said enforcement notice was properly issued as provided by the Physical Planning Act, Chapter 286 Laws of Kenya and its by-laws. In support of this submission, the 1st defendant relied on the case of Neno Evangelism Registered Trustees v Director of City Planning & 3 others [2012] eKLR.

The 1st defendant submitted that the evidence led by the plaintiffs' witnesses absolved it from any wrong doing as it was clear from the evidence that its officers were not involved in the demolition of the plaintiffs' structures on the suit property. The 1st defendant submitted that the plaintiffs had failed to prove their case against the 1st defendant to the required standard and as such the 1st defendant was not liable to the plaintiffs for the reliefs sought in their amended plaint. The 1st defendant urged the court to dismiss the suit against it with costs as it would be unfair and unjust to hold it liable to the plaintiffs whereas the evidence on record clearly exonerates it.

Determination:

I have considered the plaintiffs' amended plaint and the defences put forward by the defendants in response thereto. I have also considered the evidence tendered by the parties in support of their respective cases. The parties did not agree on the issues for determination by the court. From the pleadings and the evidence tendered by the parties, the following in my view are the issues that arise for determination in this suit:

1. Whether the plaintiffs had any proprietary rights in the suit property or any portion thereof.
2. Whether the structures that were put up by the plaintiffs on the suit property were demolished by the defendants or any of them.
3. Whether the plaintiffs are entitled to the reliefs sought in the amended plaint.

Whether the plaintiffs had any proprietary rights in the suit property:

According to the consent/authority that was filed together with the original plaint, the fifteen (15) plaintiffs who filed this suit brought the suit on their own behalf and on behalf of 89 others. From the evidence tendered by the plaintiffs, the suit property was at all material times registered in the name of Joseph Mureithi Maingi (deceased). The deceased died on 30th April, 1998. This suit was filed on 7th April, 2009. The plaintiffs have claimed that following the agreements entered into between them and the deceased and/or the 2nd, 3rd, 4th and 5th defendants, they entered and constructed residential buildings on the suit property at a cost of over Kshs. 940,000,000/-. The plaintiffs have not sued the administrator/s of the estate of the deceased, Joseph Mureithi Maingi. Under Order 4 rule 4 of the Civil Procedure Rules, where a defendant is sued in a representative capacity, the plaint must state the capacity under which he is sued and how that capacity arises. In the absence of any statement in the amended plaint that any of the defendants has been sued as a legal representative of the estate of the deceased, it must be taken that the 2nd, 3rd and 4th defendants have all been sued in their individual capacities. In the circumstances, the plaintiffs' claim does not lie as against the deceased who is not a party to the suit.

As against the other defendants, the plaintiffs did not tender any evidence of the agreements which they allegedly entered into with them. What the plaintiffs placed before the court were copies of the receipts that were issued to the 1st and 3rd plaintiffs by the 5th defendant and some unnamed entity on account of plot rent and lease deposit. It did not come out clearly in evidence how the 5th defendant was connected to the deceased who was the registered proprietor of the suit property or any of the defendants. Even if it is assumed that the said receipts were issued by the 5th defendant on behalf of the 2nd, 3rd and 4th defendants, there is no evidence placed before the court showing that the 2nd, 3rd and 4th defendants had the capacity to deal with the suit property when the said receipts were issued. I am of the view that the evidence placed before the court by the plaintiffs is so scanty to establish agreements for sale allegedly entered into between the plaintiffs and the deceased and/or the 2nd, 3rd and 4th defendants. The receipts that were produced as evidence of the agreements for sale do not mention the particulars of the parcel of land portions of which were being sold or the fact that the payments were on account of the purchase price.

Section 3(3) of the Law of Contract Act, Chapter 23 Laws of Kenya and section 38 of the Land Act, 2012 forbids the court from entertaining a suit based on a contract for the disposition of an interest in land where the contract has not been reduced into writing. From the evidence before me, I am not satisfied that the plaintiffs have established that the defendants either sold or leased the suit property to them.

In their submissions, the plaintiffs averred that that they had occupied the suit property for over 20 years and as such had acquired prescriptive rights in respect thereof. On this contention, I have two observations to make. First, it is trite that parties are bound by their pleadings. The plaintiffs did not plead adverse possession in their amended plaint and cannot be allowed to introduce the same through submissions. Secondly, the plaintiffs' adverse possession claim could only lie as against the deceased who was the registered owner of the suit property. Since the deceased is not a party to this suit, the adverse possession plea is misconceived. For the foregoing reasons, it is my finding that the plaintiffs have failed to establish that they had any proprietary interest in the suit property or any portion thereof.

Whether the structures that had been constructed by the plaintiffs on the suit property were demolished by the defendants or any of them:

From the evidence on record, there is no doubt that the plaintiffs had put up temporary structures on the suit property and that the said structures were demolished. The burden was upon the plaintiffs to prove that the said structures were demolished by the defendants. It was admitted by the 1st defendant that it served the plaintiffs with an enforcement notice dated 27th March, 2009 requiring them to demolish or remove the structures that they had put up on the suit property which the 1st defendant claimed had been put up illegally. The 1st defendant denied however that it enforced the said notice by demolishing the said structures. The evidence tendered by the plaintiffs was that the demolitions were carried out by goons hired by the 2nd to 5th defendants after the said enforcement notice was issued. The plaintiffs did not convince this court that the enforcement notice that was issued by the 1st defendant was illegal or that it was intended to achieve ulterior motives. The plaintiffs did not also prove that the 1st defendant participated in the demolition of the structures on the suit property. Although PW2, PW3 and PW4 claimed that the demolitions were carried out by goons hired by the 2nd to 5th defendants, no evidence was placed before the court to substantiate these allegations. There was no evidence showing that the alleged goons were acting under instructions from the 2nd to 5th defendants. I am alive to the fact that the 2nd to 4th defendants were the persons who were likely to gain from the said demolitions. This court cannot however base its decision on suspicion or conjecture. Faced with circumstances similar to this case, the Court of Appeal in the case of Kenya Airports Authority v Mitu-Bell Welfare Society & 2 others Nairobi CA No. 218 of 2014 stated as follows:-

“In the instant case, the burden to prove that the appellant evicted the residents of Mitumba village and demolished their residential houses and structures lay upon the 1st respondent. There is no evidence on record to show that the security agents who were present during the demolition and evictions were acting at the behest and upon instructions of the appellant. In law, security agents do not and cannot take instructions from the appellant. There is a strong possibility that the appellant instigated the eviction and demolition; however findings of the court should not be based on possibilities but probabilities. Is it probable that the appellant instigated the evictions and demolitions? The link between the appellant and the security agents who made the demolition and evictions is not established by the evidence on record. In the absence of the link it is speculative to assert that the appellant was responsible for eviction and demolition of Mitumba village. Suspicion, speculation and possibilities are not the basis of civil responsibility and liability. We are not satisfied that there is evidence on a balance of probability to prove that the appellant was responsible for the eviction and demolition of Mitumba village; to this extent the trial court erred in holding the appellant responsible for the eviction and demolition.”

Whether the plaintiffs are entitled to the reliefs sought:

For the reasons that I have given above, it is my finding that the plaintiffs have not proved their case against the defendants on a balance of probabilities. PW4 testified that after the plaintiffs' structures on the suit property were demolished, they did not rebuild the same because the defendants took possession, sub-divided the suit property and sold portions thereof to third parties who have since developed the same. In the circumstances, the order seeking a permanent injunction to restrain the defendants from evicting or demolishing the plaintiffs' structures on the suit property has been overtaken by events. In any event, the plaintiffs having failed to establish any proprietary interest in the suit property, they are not entitled to the injunction sought. With regard to their claim for special damages in the sum of Kshs. 940,000,000/- and general damages, in the absence of any finding of culpability against any of the defendants, the claim must fail.

The upshot of the forgoing is that the plaintiffs' claim fails wholly and the same is dismissed. Due to the circumstances giving rise to this case, I will not condemn the plaintiffs to pay the costs of the suit. Each party shall bear its own costs.

Delivered and Dated at Nairobi this 24th day of January 2019

S. OKONG'O

JUDGE

Judgment read in open court in the presence of:

Mr. Musili h/b for Mr. Mutua for the Plaintiffs

Mr. Makori h/b for Mr. Abuga for the 1st Defendant

N/A for the 2nd Defendant

N/A for the 3rd and 4th Defendants

N/A for the 5th Defendant

Catherine-Court Assistant