



REPUBLIC OF KENYA

IN THE ENVIRONMENT AND LAND COURT AT NAIROBI

ELC SUIT NO. 342 OF 2010

JAMES MBUGUA MIRINGU.....1ST PLAINTIFF

JAMES KIMANI MIRINGU.....2ND PLAINTIFF

JANE NDUTA MIRINGU.....3RD PLAINTIFF

TERESIA WANJIKU MIRINGU.....4TH PLAINTIFF

ANNE WANJIRU MIRINGU.....5TH PLAINTIFF

PETER KURIA KIMANI.....6TH PLAINTIFF

VERSUS

ELIZABETH MWIHAKI MIRINGU.....1ST DEFENDANT

DISTRICT LAND REGISTRAR KIAMBU.....2ND DEFENDANT

JUDGMENT

Background:

The 1st to 5th Plaintiffs are the children of the 1st defendant with one, Simon Miringu Ngugi, deceased (hereinafter referred to as “the deceased”). The deceased died on 22nd January, 2010 and no grant of letters of administration has been issued in respect of his estate. At all material times, the deceased owned parcels of land known as L.R No. Ndumberi/Riabai/2715, Ndumberi/Riabai/2093 and Ndumberi/Riabai/3237 (hereinafter referred to as Plot No. 2715, Plot No. 2093 and Plot No. 3237 respectively).

On 18th February, 2005, the deceased transferred Plot No. 3237 to the 1st defendant as a gift and on 26th January, 2009, the deceased donated to the 1st defendant a power of attorney in respect of Plot No. 2715 and Plot No. 2093 through which he appointed the 1st defendant as his attorney in relation to his interest in the said properties with power to do anything and everything that he could do in relation to the two plots. On or about 13th July, 2010, the 1st defendant sub-divided Plot No. 3237 into eight (8) portions namely L.R No. Ndumberi/Riabai/4062, 4063, 4064, 4065, 4066, 4067, 4068 and 4069 (hereinafter referred to individually as Plot No. 4062, Plot No. 4063, Plot No. 4064, Plot No. 4065, Plot No. 4066, Plot No. 4067, Plot No. 4068 and Plot No. 4069 respectively and collectively as “the subdivisions of Plot No. 3237”). Plot No. 2715 and Plot No. 2093 are still registered in the name of the deceased while the subdivisions of Plot No. 3237 are registered in the name of the 1st defendant.

The family has had a long standing dispute over land ownership going back to 1999 when the 1st and 2nd plaintiffs and one of their brothers who is not a party to this suit, David Ngugi Miringu sued the deceased at Kiambu District Land Disputes Tribunal (hereinafter referred to as “the District Land Tribunal”) in case No. LND/16/20/72/99 seeking an order compelling the deceased to allocate to them as the deceased’s children land that was owned by the deceased. As at the time the 1st and 2nd plaintiffs sued the deceased at the District Land Tribunal, the deceased owned Plot No. 2715, Plot No. 2093 and Plot No. 2094. Plot No. 2094 was subsequently sub-divided into Plot No. 3237 and Plot No. 3238. Plot No. 3237 remained in the name of the deceased while Plot No. 3238 was transferred to the plaintiff’s elder brother, Philip Ngugi Miringu. This was pursuant to a court order that was issued in Kiambu SPMCC No. 113 of 2003, Michael Kinyanjui Kahiga vs. Philip Ngugi Miringu and 2 Others on 21st July, 2004. Plot No. 3238 is not the subject of these proceedings.

The District Land Tribunal in a decision made on 8th February, 2001 ordered the deceased to “put” Plot No. 2715, Plot No. 2094 and Plot No. 2093 together, subdivide the same and allocate to the 1st and 2nd plaintiffs and their brother who is not a party to this suit, David Ngugi Miringu one (1) acre each. The deceased was to remain with a portion of land measuring three (3) acres. The decision of the District Land

Tribunal was filed at the Principal Magistrates Court at Kiambu in Land Case No. 11 of 2001 and adopted as a judgment of the court on 17th October, 2001 and a decree issued in terms thereof on 9th November, 2001.

When the decision of the District Land Tribunal was being adopted by the court, an appeal which the deceased had lodged against the same at the Central Province Land Disputes Appeal Committee (hereafter referred to as "the Land Disputes Appeal Committee") had already been determined on 18th July, 2001. In its decision, the Land Disputes Appeal Committee varied the decision of the District Land Tribunal and ordered that the 1st and 2nd plaintiffs and their brother David Ngugi Miringu be allocated land measuring one (1) acre each and the 3rd, 4th and 5th plaintiffs who were the deceased's daughters be allocated land measuring 0.50 of an acre each. The deceased was to remain with land measuring 1.50 acres. The Land Disputes Appeal Committee also ordered the 1st and 2nd plaintiffs and their brother aforesaid to give to their father, the deceased, a he goat, one (1) bucket of honey and one (1) blanket of good quality before being allocated the land as aforesaid by the deceased.

There is no evidence that as at the time of the deceased's death on 22nd January, 2010, the decision of the Land Disputes Appeal Committee had been filed at the Magistrate's Court for adoption as an order of the court pursuant to section 7 of the Land Disputes Tribunals Act, Chapter 303A Laws of Kenya. There is also no evidence from the record that the 1st and 2nd plaintiffs and their brother aforesaid had given their father the gifts that they were ordered to give by the Land Disputes Appeal Committee.

The plaintiffs' claim:

The plaintiffs brought this suit against the defendants on 16th July, 2010 seeking the following reliefs:

1. A permanent injunction restraining the 1st defendant from dealing, alienating, selling or transferring Plot No. 2715, Plot No. 2093 and the sub-divisions of Plot No. 3237.
2. The cancellation of the alienation, sale and sub-division of Plot No. 2715, Plot No. 2093 and Plot No. 3237.
3. Rectification of the register for Plot No. 2715, Plot No. 2093 and the subdivisions of Plot No. 3237.
4. An order for indemnity against the 2nd defendant.

In their plaint dated 16th July, 2010, the plaintiffs averred that they were entitled to land measuring 1.00 acre each for the 1st and 2nd plaintiffs and 0.50 of an acre each for the 2nd, 3rd and 4th plaintiffs pursuant to the said decisions by the District Land Tribunal and Land Disputes Appeal Committee aforesaid. The plaintiffs averred that after the death of the deceased, they learnt that the 1st defendant had sold to David Mburu Baiya and Virginia Gathoni Mburu DBVIRM Ventures, Plot No. 2715 on the strength of a power of attorney that had been donated to her by the deceased on 26th January, 2009. The plaintiffs averred that when the deceased is said to have given the 1st defendant the said power of attorney, the deceased was extremely sick and bedridden. The plaintiffs averred that the said power of attorney was signed through a thumb print although the deceased was literate. The plaintiffs averred that the deceased was so sick such that he was not in a mental state to be able to execute normal activities. The plaintiffs averred that the 1st defendant's use of the said power of attorney while she was aware of the deceased's state of physical and mental health and the awards that were made by the District Land Tribunal and Land Disputes Appeal Committee aforesaid was fraudulent.

The plaintiffs averred that upon discovering the said activities by the 1st defendant, they attempted to lodge cautions against the titles of the suit properties but the 2nd defendant declined to register the same contending that he required a court order to do so since the dispute between the parties was complicated. The plaintiffs averred that the defendants tried to circumvent the law by utilising a power of attorney of a deceased person. The plaintiffs averred that as a result of the 1st defendant's actions aforesaid and the refusal by the 2nd defendant to register cautions against the titles of the suit properties, they stood to suffer irreparable loss as they had been in occupation of the suit properties since they were born in 1960s.

The defence:

The 1st defendant filed her statement of defence on 8th December, 2016 in which she denied the plaintiffs' claim in its entirety. The 1st defendant averred that the award which was made in favour of the plaintiffs by the Land Disputes Appeal Committee was overtaken by events because the deceased died before the enforcement of the same. The 1st defendant averred further that the powers of attorney which were donated to her by the deceased were lawful and binding. The 1st defendant averred that the deceased transferred Plot No. 3237 to her and that all the sub-divisions of the said plot were in her name. The 1st defendant averred that she would transfer the said subdivisions of Plot No. 3237 to the plaintiffs in accordance with the wishes of the deceased. The 1st defendant denied that she had sold any of the suit properties. The 1st defendant averred that it was the plaintiffs who had been engaged in the sale and wastage of the suit properties even after the court issued orders stopping such activities. The 1st defendant averred that the plaintiffs had no right to force their parents to transfer land to them during their lifetime and that the decisions of the District Land Tribunal and Land Disputes Appeal Committee were illegal the same having been made in excess of jurisdiction.

The plaintiffs filed a reply to defence on 23rd December, 2010 in which they joined issued with the 1st defendant in her statement of defence. The 2nd defendant did not enter appearance. On 10th August, 2012, the 6th plaintiff Peter Kuria Kimani filed an application by way of Chamber Summons dated 9th August, 2012 seeking orders that he be joined in the suit as 6th plaintiff or as interested party and that the plaint be deemed amended as per the draft amended plaint that was annexed to the application. The application was brought on the grounds that the 6th plaintiff had entered into an agreement for sale with the 4th plaintiff on 20th July, 2009 in respect of a portion of land measuring 0.25 of

an acre out of 0.50 of an acre of land which the 4th plaintiff was entitled to from Plot No. 3237 which was owned by the deceased. The 6th plaintiff averred that the family of the deceased had differed on the mode of sharing the estate of the deceased and had in their wrangle forgotten that the 6th Plaintiff also had an interest in the land the subject of their dispute. The 6th plaintiff averred that it was necessary for him to join the suit so as to protect his interest. The 6th plaintiff averred that the portion of land which the 4th plaintiff was entitled should be shared equally between her and the 6th plaintiff. On 21st November, 2012, the court allowed the 6th plaintiff to be joined in the suit and ordered that the plaint be amended and served upon the other parties to the suit. From the record, the plaint was never amended and served as directed by the court. The 6th plaintiff however participated in the proceedings as if the plaint had been amended.

The evidence:

At the hearing, the 1st plaintiff gave evidence on his own behalf and on behalf of the 2nd to 5th plaintiffs. He told the court that the 2nd to 5th plaintiffs were his siblings while the 1st defendant was his mother. He told the court that their father, Simon Miringu Ngugi ("the deceased") died after he had shared the land that he owned amongst his children. He stated that Plot No. 2094 which was originally owned by the deceased was subdivided to give rise to among others, Plot No. 3237 and that it was Plot No. 3237 which the deceased shared amongst the 1st to 5th plaintiffs. He stated that the dispute with the defendants related to Plot No. 3237 which was subdivided by the 1st defendant into eight (8) portions namely, Plot No. Ndumberi/Riabai/4062, 4063, 4064, 4065, 4066, 4067, 4068 and 4069. He stated that the subdivision that was carried out by the 1st defendant in respect of Plot No. 3237 was not proper in that it did not take into account the fact that the plaintiffs were already residing on the said parcel of land and had developed portions thereof. He stated that the surveyor who carried out the subdivision did not come to the ground and that some of the boundaries of the subdivided plots cut through the plaintiffs' houses. He stated that it was the plaintiffs' wish that the titles of the eight parcels of land which resulted from the subdivision of Plot No. 3237 be cancelled and the parcels consolidated so that the subdivision may be carried out afresh taking into account how Plot No. 3237 was occupied by the plaintiffs. He stated that the 1st defendant was no longer interfering with the plaintiffs' occupation of what was formerly Plot No. 3237. PW 1 agreed with the 1st defendant that the deceased had subdivided and shared his land during his lifetime. He contended however that the titles were never issued and that it was not clear how the 1st defendant got the titles. He stated that Plot No. 3237 was subdivided on the ground and each of the plaintiffs got their shares. In cross-examination, PW 1 admitted that the deceased had brought a surveyor to subdivide Plot No. 3237. He stated however that the mutation which came out of that survey was not registered. PW 1 claimed that according to the subdivision that was carried out by the deceased, his sons were to get land measuring 1 acre each while the daughters were to get 0.50 of an acre each. PW 1 stated that the 1st defendant was not entitled to 1.50 acres of land that she was claiming.

The next to give evidence was the 6th plaintiff's Attorney, Moses Kuria Kiru (PW 2). He told the court that the 6th plaintiff who was his son in-law purchased land from the 4th plaintiff. PW 2 relied on his affidavit sworn on 9th August, 2012 in support of the 6th plaintiff's application to be joined in the suit as a party as his evidence in chief. He stated that there was no dispute between the 6th plaintiff and the 4th plaintiff and that the dispute in the 4th plaintiff's family had made it impossible for the 4th plaintiff to transfer to the 6th plaintiff the land that he purchased. He stated that he was supporting the 1st to 5th plaintiffs' case and urged that court to cancel all the titles which had been issued to the 1st defendant in respect of the subdivisions of Plot No. 3237. He stated that he had built a perimeter fence around the portion of land that was sold to the 6th plaintiff by the 4th plaintiff. In cross-examination by the 1st defendant, PW 2 stated that the 1st defendant did not sell any land to the 6th plaintiff.

In her defence, the 1st defendant stated that Plot No. 3237 was owned by her deceased husband, Simon Miringu Ngugi ("deceased"). The 1st defendant relied on her statement which was filed in court on 11th May, 2017 as part of her evidence in chief. She told the court that the 1st plaintiff caused the deceased to be arrested and taken to the police station and was asked to post a bond of Kshs.3,000/=. She stated that after the deceased was released, he decided to transfer Plot No. 3237 to her because he feared that she would have a problem with the plaintiffs if he was to die. The 1st defendant stated that the deceased transferred the suit property to her before he died. She stated that the deceased had earlier given each of his children land. The 1st defendant stated that it was the desire of the deceased that each of his children gets equal share of land and that she sub-divided Plot No. 3237 to fulfill that wish. She stated that she subdivided Plot No. 3237 into eight (8) portions six (6) of which were equal in size while two (2) portions were smaller. She stated that out of the six (6) equal portions, she intended to give the 1st to 5th plaintiffs one portion each while she retains one (1) portion for herself. With regard to the two (2) smaller portions, she will give the 1st to 5th plaintiffs one portion to share amongst themselves while she retains one share. The 1st defendant stated that the titles for the suit properties had been issued and that it was the 1st to 5th plaintiffs who told her that they did not want the portions of land that she wanted to give them. She stated that she only wanted land that belonged to her and that the plaintiffs were at liberty to share the remainder of the land as they wished.

In cross-examination, the 1st defendant stated that the Plot No. 3237 was subdivided in 2004 when the deceased was still alive and that it was the titles that were issued in 2010. She denied that the subdivision of Plot No. 3237 was fraudulent. She confirmed that the plaintiffs were in occupation of the suit properties and that they had put up houses thereon. She stated that she was aware that the 4th plaintiff sold land to the 6th plaintiff and that she had no problem if the 4th plaintiff transferred her share of land to the 6th plaintiff. She stated that she was entitled to a larger share of land because she was the owner thereof.

Determination:

I have considered the pleadings and the evidence adduced by the parties in support of their respective cases. From the pleadings filed by the parties the issues that arise for determination in my view are the following:

1. Whether the 1st defendant acquired Plot No. 2715, Plot No. 2093 and Plot No. 3237 and the subdivisions thereof fraudulently.
2. Whether the plaintiffs own Plot No. 2715, Plot No. 2093 and Plot No. 3237 and the subdivisions thereof or any part thereof.

3. Whether the plaintiffs are entitled to the reliefs sought in the plaint.

4. Who shall bear the costs of the suit?

Whether the 1st defendant acquired Plot No. 2715, Plot No. 2093 and Plot No. 3237 and the subdivisions thereof fraudulently:

It was not disputed that Plot No. 2715, Plot No. 2093 and Plot No. 3237 were initially registered in the name of Simon Miringu Ngugi, deceased (“deceased”). It was also not disputed that the deceased died on 22nd January, 2010. There is no evidence on record that Plot No. 2715 and Plot No. 2093 are registered in the name of the 1st defendant. The evidence produced by the plaintiffs shows that on 26th January, 2009 the deceased donated to the 1st defendant powers of attorney in respect of these two parcels of land which gave the 1st defendant power to deal with the same and to do anything and everything in relation thereto which the deceased could do. There is no evidence that the 1st defendant used the said powers of attorney to transfer the two parcels of land to her name. In the replying affidavit sworn by the 1st defendant on 1st October, 2010 and filed in court on 4th October, 2010, the 1st defendant stated at paragraph 8 thereof that Plot No. 2715 and Plot No. 2093 were still registered in the name of the deceased and that the same were awaiting succession proceedings. There is no material before me to the contrary. The plaintiffs produced in evidence an agreement for sale dated 25th March, 2009 between the 1st defendant and David Mburu Baiya and Virginia Gathoni Mburu DBVIRM Ventures in respect of Plot No. 2715. The 1st defendant entered into this agreement for sale as an attorney of the deceased. As of the date of this agreement, the deceased was still alive. There is no evidence that this agreement was completed. The power of attorney that was donated by the deceased was an ordinary power of attorney. It is trite law that such powers of attorney are revoked by the death of the donor. The powers of attorney which the deceased had donated to the 1st defendant stood revoked on his death on 22nd January, 2010. See, section 116(4) of the Registered Land Act, Chapter 300 Laws of Kenya (now repealed). Since there is no evidence that Plot No. 2715 and Plot No. 2093 are registered in the name of the 1st defendant or that the 1st defendant still holds valid powers of attorney from the deceased in respect thereof, I find no merit in the plaintiffs’ claim against the defendants in respect thereof.

The plaintiffs had contended that the powers of attorney aforesaid were fraudulent. Fraud must not only be pleaded with particulars but must also be proved strictly. I am not satisfied that the plaintiffs proved fraud against the 1st defendant. The plaintiff produced a copy of a medical report dated 2nd May, 2007 to show that the deceased was not mentally fit to donate the said powers of attorney. The medical report which is at page 8 of the plaintiffs’ bundle of exhibits does not bear the signature of the doctor who is said to have issued it. In the absence of a signature, this court cannot rely on the report. Even if the report was properly signed, I would still not have placed any weight on the same. Since the powers of attorney said to be fraudulent were donated on 26th January, 2009, the plaintiffs did not place any evidence before the court showing that the medical condition of the deceased in 2009 was the same as it was in 2007 when the medical report aforesaid was given. The deceased is said to have signed the said powers of attorney by way of thumb prints. Although the plaintiffs claimed that the said thumb prints could not have been that of the deceased who was literate, they placed no evidence to show that the thumb prints were not that of the deceased. It is my finding that the powers of attorney that were donated by the deceased to the 1st defendant were not forgeries or fraudulent as claimed by the plaintiff.

With regard to Plot No. 3237, I have noted that the same was transferred by the deceased to the 1st defendant on 13th February, 2005 about 5 years before his death. The evidence placed before the court shows that due process was followed before Plot No. 3237 was transferred to the 1st defendant. The plaintiff placed no evidence before the court showing that the deceased was under any incapacity when he transferred the suit property to the 1st defendant. As I have stated above, the purported medical report that was produced by the plaintiffs in evidence is unreliable. In any event, the said report was made two (2) years after the property had been transferred to the 1st defendant. Due to the foregoing, it is my finding that Plot No. 3237 was not transferred by the deceased to the 1st defendant fraudulently.

Whether the plaintiffs own Plot No. 2715, Plot No. 2093 and Plot No. 3237 (together with its subdivisions) or any part thereof:

As I have stated above, from the evidence on record, Plot No. 2715 and Plot No. 2093 are registered in the name of the deceased. These parcels of land form part of the estate of the deceased. I am of the view that the only interests the plaintiffs may have on Plot No. 2715 and Plot No. 2093 accrues to them as beneficiaries of the estate of the deceased. As to what each of them is entitled to, is something which can only be determined in succession proceedings and not by this court.

With regard to Plot No. 3237 (together with its sub-divisions), the property is registered in the name of the 1st defendant. I have already found that the property was lawfully transferred by the deceased to the 1st defendant. There is evidence however that the plaintiffs are residing on the property and have developed the same. The plaintiffs did not give the court the details of their occupation of the property, for instance, the sizes of the portions of Plot No. 3237 which are occupied by each of them. What was placed before the court were photographs of the developments which the plaintiffs and the persons to whom they have sold portions of Plot No. 3237 have carried out on the property. From the evidence on record, the plaintiffs occupied Plot No. 3237 with the permission of the deceased and they developed the portions of the property with his knowledge. When the deceased transferred the suit property to the 1st defendant, the 1st to 5th plaintiffs were in possession. I am of the view that by their entry, occupation and development of portions of Plot No. 3237 with permission of the deceased, the plaintiffs acquired an overriding interest in the said portions of Plot No. 3237 pursuant to section 30(g) of the Registered Land Act, Chapter 300 Laws of Kenya (now repealed). It follows therefore that when the deceased transferred to the 1st defendant Plot No. 3237, the 1st defendant received the same subject to the plaintiffs’ interests aforesaid. The plaintiffs’ said interests are limited however to the portions of Plot No. 3237 which are occupied by them only. It is my finding therefore that the plaintiffs are entitled to the portions of Plot No. 3237 (together with its subdivisions) under their actual occupation.

In support of their claim, the plaintiffs had relied heavily on the decisions which were made by the District Land Tribunal and Land Disputes Appeal Committee. The decision of the District Land Tribunal was overtaken by that of the Land Disputes Appeal Committee made on 18th July, 2001. There is no evidence that the decision of the Land Disputes Appeal Committee was filed in the Magistrate’s Court and adopted as a judgment of the court pursuant to the provisions of the Land Disputes Tribunals Act, Chapter 303A Laws of Kenya (now repealed). In

the absence of adoption of the said decision as a judgment of the court, the same is not enforceable against the 1st defendant. In any event, the decision was against the deceased and could only be enforced against him and his estate. The plaintiffs did not enforce the decision against the deceased when he was alive. In this suit, the 1st defendant is not sued as the legal representative of the estate of the deceased. The plaintiffs cannot therefore seek the enforcement of the said decision of the Land Disputes Appeal Committee against the 1st defendant. I wish to add that the decision itself is now time barred and unenforceable the same having been made 17 years ago. For the foregoing reasons, I am of the view that the plaintiffs claim over Plot No. 3237 by virtue of the said decisions of the two tribunals whose validity are questionable has no merit. The plaintiffs' interest as I have stated arises only by virtue of their occupation and is limited to the actual portions of the said plot which they occupy.

Whether the plaintiffs are entitled to the reliefs sought:

As I have stated above, Plot No. 2715 and Plot No. 2093 are not registered in the name of the 1st defendant and the powers of attorney which were donated to the 1st defendant by the deceased in relation thereto have been revoked by the death of the deceased. The 1st defendant cannot therefore deal with these parcels of land. There is no need in the circumstances to issue any injunction against the 1st defendant in respect to these properties. In any event, the properties have devolved to the estate of the deceased and as such the plaintiffs who are not the legal representatives of the estate of the deceased have no *locus standi* to bring a suit in respect thereof. Due to the foregoing, the plaintiffs are not entitled to the orders sought in respect of Plot No. 2715 and Plot No. 2093.

With regard to Plot No. 3237 (together with its sub-divisions), the 1st defendant gave evidence that she was willing to give to the plaintiffs six (6) portions out of the eight (8) portions of land which resulted from the subdivision of the said plot. No evidence was placed before the court that the two (2) portions of land that the 1st defendant wished to retain would interfere with the plaintiffs' residences or occupation of the land in their possession. The plaintiffs' concern was that the 1st defendant intended to take a larger portion of land. I see no reason why the 1st defendant who is the plaintiffs' mother and to whom the deceased transferred Plot No. 3237 to hold for the family should not take a larger portion thereof. There is no evidence that the 1st defendant has sold any portion of Plot No. 3237 or subdivision thereof. I see no reason why I should issue injunction in respects of Plot No. 3237 and the subdivisions thereof or why I should cancel the subdivision of the property.

I am in agreement with the 1st defendant that the plaintiffs should take the six (6) plots which the 1st defendant has agreed to give them after which they can consolidate them and then subdivide the same afresh as they wish. Due to the foregoing, I am not persuaded that the plaintiffs have established their claim against the defendants to be entitled to the reliefs sought in the plaint.

With regard to the claim by the 6th plaintiff, my view is that his remedy lies against the 4th plaintiff. He has no cause of action against the 1st defendant. Since he joined the suit as a plaintiff, I can only determine his claim as against the defendants. A plaintiff cannot make a claim in a suit against a co-plaintiff. I am unable to make any order against the 4th plaintiff in these proceedings in favour of the 6th plaintiff. The 6th plaintiff is at liberty to pursue his claim against the 4th Plaintiff in separate proceedings should that became necessary.

Who is liable for the costs of the suit?

This being a family dispute, each party shall bear its own costs.

Conclusion:

In conclusion, it is my finding that the plaintiffs' claim against the defendants is not proved. The suit is dismissed with each party to bear his own costs.

Delivered and Dated at Nairobi this 25th day of July 2019

S. OKONG'O

JUDGE

Judgment read in open court in the presence of:

Mr. Muchemi h/b for Mr. Onyango for the Plaintiffs

N/A for the 1st Defendant

N/A for the 2nd Defendant

C. Nyokabi-Court Assistant