



REPUBLIC OF KENYA

IN THE ENVIRONMENT AND LAND COURT

AT NAIROBI

ELC SUIT NO. 303 OF 2011

SEVENTH DAY ADVENTIST CHURCH (E.A) LTD

(NAIROBI EAST S.D.A. CHURCH).....PLAINTIFF

=VERSUS=

STRATHMORE EDUCATIONAL

TRUST REGISTERED TRUSTEES.....1ST DEFENDANT

KENYA RAILWAYS CORPORATION.....2ND DEFENDANT

STELLA MBAI T/A ST.MARY'S SCHOOL.....3RD DEFENDANT

RULING

The full facts of this case were set out in the judgment delivered by this court on 30th September, 2019. In its further further amended plaint filed in court on 17th October, 2016, the plaintiff averred that on diverse dates the particulars of which were not set out in the said plaint, the plaintiff, and the 1st and 3rd defendants purchased from the 2nd defendant portions of land adjacent to each other along Jogoo Road, Nairobi. The plaintiff averred that through an agreement made between the plaintiff and the 2nd defendant, the 2nd defendant agreed to sell and transfer to the plaintiff a parcel of land measuring 4 acres.

The plaintiff averred that the said agreement was partly oral, partly in writing, and partly by conduct. The plaintiff averred that the parcel of land portions of which were sold to the plaintiff and the 1st and 3rd defendants was public land and that as at the time of sale, the land was un-surveyed. The plaintiff averred that while selling the said portion of land to the plaintiff, the 2nd defendant relied on a sub-division scheme in which the boundaries of the various parcels of land were clearly marked out. The plaintiff averred that the land which it purchased from the 2nd defendant was referred to as GL2/12A in the said sub-division scheme and the same shared a boundary with the parcels of land which were sold to the 1st and 3rd defendants by the 2nd defendant. The plaintiff contended that the sub-division exercise that gave rise to L.R No. 209/19706 said to be owned by the plaintiff, L.R No. 209/19707 owned by the 1st defendant, and L.R. No. 209/19704 and L.R. No. 209/19705 owned by the 3rd defendant was un-procedural and illegal.

The plaintiff averred that on or about 2nd September, 2009, the 1st defendant without any colour of right or justification wrongfully entered upon the plaintiff's parcel of land, GL2/12A (hereinafter referred to as "the suit property" where the context so permits) and destroyed a fence and a toilet that had been constructed thereon. The plaintiff averred that as a result of the said acts of trespass, the plaintiff suffered loss and damage amounting to Kshs. 70,000/= . The plaintiff averred further that on or about 7th August, 2016, the 3rd defendant without any right or justification wrongfully entered the suit property, pulled down the plaintiff's fence and carried away what remained to her compound. The plaintiff averred that as a result of the said acts of trespass by the 3rd defendant, the plaintiff was denied the use of a portion of the suit property as a result of which it suffered loss in the sum of Kshs. 100,000/= exclusive of general damages for inconvenience.

The plaintiff averred that the 2nd defendant was estopped and precluded from refusing to transfer to the plaintiff land measuring 4 acres because the plaintiff had fully paid for land measuring 1 acre and the 2nd defendant had by its conduct and acquiescence permitted the plaintiff to occupy and induced it to believe that it had acquired additional land measuring 3 acres. The plaintiff averred that it was ready and willing to pay for the additional land measuring 3 acres. The plaintiff averred that it had fully developed a portion of the suit property measuring 1 acre while the other portion measuring 3 acres was partially developed.

The plaintiff averred that the 1st and 3rd defendants who knew all along of the plaintiff's occupation of additional land owned by the 2nd defendant measuring 3 acres could not claim to be innocent purchasers for value without notice of any portion of the said land. The plaintiff averred that if the 1st and 3rd defendants had purchased and obtained titles over any portion of the said additional land measuring 3 acres, such titles were obtained fraudulently.

The plaintiff sought judgment against the defendants jointly and severally for:

1. A permanent injunction restraining the defendants from trespassing on the suit property measuring 4 acres.
2. Special damages as pleaded in paragraphs 6 and 6A of the plaint.
3. General damages
4. A declaration that the sub-division that gave rise to L.R No. 209/19704, L.R. No. 209/19705, L.R. No. 209/19706 and L.R No. 209/19707 was un-procedural and illegal.
5. An order nullifying the sub-division referred to in paragraph 4 above so that a fresh transparent subdivision involving all stakeholders can be carried out.
6. An order compelling the 2nd defendant to transfer to the plaintiff land measuring 1 acre plus additional land measuring 3 acres in accordance with the sub-division scheme dated 24th January, 2007.
7. Costs of the suit and interest.

The plaintiff's suit was defended by all the defendants. The 1st defendant filed a defence and a counter-claim against the plaintiff. The 1st defendant admitted that it purchased a parcel of land along Jogoo Road, Nairobi from the 2nd defendant which was adjacent to the plaintiff's parcel of land. The 1st defendant averred that the plaintiff was in occupation of a portion of the 2nd defendant's parcel of land known as L.R No. 209/19707 measuring 0.4023 hectares and not the alleged parcel of land known as GL2/12A (the suit property).

The 1st defendant averred that at no time did the plaintiff purchase from the 2nd defendant land measuring 3 acres going by reference No. GL2/12A and that, the parcel of land measuring 3 acres claimed by the plaintiff was part of all that parcel of land known as L.R No. 209/19707 belonging to the 1st defendant and on which the plaintiff had trespassed and was continuing to trespass on. The 1st defendant averred that there was no basis for the plaintiff's claim over the said parcel of land measuring 3 acres which is part of the 1st defendant parcel of land known as L.R No. 209/19707. The 1st defendant averred that part of the plaintiff's car park and pit latrines were within the 1st defendant's parcel of land while the plaintiff's other developments such as church building and ablution block were within the undisputed 1acre piece of land owned by the plaintiff.

The 1st defendant averred further that the plaintiff's intention to purchase additional land measuring 3 acres from the 2nd defendant could not be a legal basis for the plaintiff's illegal occupation of the 1st defendant's property. The 1st defendant averred that it was the registered owner of L.R No. 209/19707 measuring 4.007 hectares and that the 2nd defendant no longer had any legal right to dispose of the property or any portion thereof. The 1st defendant averred that the sub-division exercise that gave rise to L.R. No. 209/19707 was properly and procedurally carried out.

In its counter-claim, the 1st defendant averred that by a sale agreement dated 17th June, 2008 between it and the 2nd defendant, it purchased from the 2nd defendant land measuring ten (10) acres at a consideration of Kshs. 30,000,000/= . The 1st defendant averred that after the sub-division of the hitherto larger parcel of land owned by the 2nd defendant known as L.R No. 209/1293/R was completed, its portion of land was given reference number 209/19707 and was successfully transferred and registered in its name on 26th March, 2012.

The 1st defendant averred that upon completing the payment of the purchase price, it took vacant possession of the property and erected a boundary fence. The 1st defendant averred that on or about 4th September, 2009, the plaintiff without any right to do so maliciously pulled down and destroyed the 1st defendant's fence and proceeded thereafter to lease out a portion of the 1st defendant's land to a Chinese construction company to store equipment and fabricated homes. The 1st defendant sought judgment against the plaintiff by way of a counter-claim for:

1. Eviction from L.R. No. 209/19707.
2. A permanent injunction restraining the plaintiff from trespassing on, demolishing any fence, removing any beacon or in any way interfering with the 1st defendant's enjoyment, use and occupation of LR. No. 209/19707.
3. General damages for loss of use, and mense profits.
4. Costs of the suit.

In its defence, the 2nd defendant admitted that it sold parcels of land to the plaintiff and the 1st and 3rd defendants which were adjacent to

each other. The 2nd defendant averred that the said parcels of land were subdivisions of a large parcel of land measuring 250 acres which was popularly known as Makadara Marshalling Yard. The 2nd defendant averred that it sold to the plaintiff land measuring 1 acre only within Makadara Marshalling Yard that measured a total of 250 acres as aforesaid. The 2nd defendant averred that it entered into an agreement for sale with the 1st defendant on 17th June, 2008 pursuant to which it sold to the 1st defendant land measuring ten (10) acres within the said Makadara Marshalling Yard at a consideration of Kshs. 30,000,000/=.

The 2nd defendant averred that a survey was finally conducted and the plaintiff's parcel of land was registered as L.R No. 209/19706. The 2nd defendant averred that L.R No. 209/19706 measured 1 acre which was the measurement of land purchased by the plaintiff from the 2nd defendant. The 2nd defendant averred that it did not sell any other portion or additional portion of land to the plaintiff as alleged in the plaint. The 2nd defendant averred that it did not have any other written agreement with the plaintiff other than that relating to L.R No. 209/19706 and that the plaintiff had not made any other payment to it save for the payment made for L.R No. 209/19706.

The 2nd defendant averred that the 1st defendant's parcel of land was registered as L.R No. 209/19707 and the same was duly transferred and registered in the name of the 1st defendant. The 2nd defendant averred that L.R. No. 209/19706 and L.R No. 209/19707 had valid deed plans issued after a lawful survey and their boundaries were clearly identifiable. The 2nd defendant averred that the two parcels of land did not overlap each other and that it had fulfilled its obligations to the plaintiff and the 1st defendant. The 2nd defendant averred that the plaintiff trespassed into the 1st defendant's land fully aware that it had no right to do so. The 2nd defendant denied that it entered into an oral agreement with the plaintiff for the sale of land measuring 3 acres. The 2nd defendant contended that there could be no oral agreement concerning disposition of an interest in land. The 2nd defendant averred that only its board of directors could authorise temporary occupation of its land and that its board of directors did not give permission implied or otherwise to the plaintiff to occupy the 2nd defendant's land. The 2nd defendant averred that it had no capacity to transfer to the plaintiff additional land measuring 3 acres claimed by the plaintiff since the said land was part of L.R No. 209/19707 owned by the 1st defendant.

The 3rd defendant filed a defence and counter-claim dated 23rd November, 2016 against the plaintiff. The 3rd defendant admitted that the 2nd defendant sold to her a parcel of land which was adjacent to the plaintiff's parcel of land. The 3rd defendant averred that she was a stranger to the agreements which the plaintiff entered into with the 2nd defendant. The 3rd defendant averred that she acquired her parcels of land known as L.R No. 209/19704 and L.R No. 209/19705 from the 2nd defendant which owned land measuring 250 acres known as Makadara Marshalling Yard. The 3rd defendant averred that the plaintiff did not acquire more than 1 acre of land from the 2nd defendant. The 3rd defendant averred that her parcels of land had valid deed plans which were issued after a lawful survey. The 3rd defendant denied that she entered the suit property on 7th August, 2016 and pulled down the plaintiff's barbed wire fence and carried the same away.

The 3rd defendant averred that it was the plaintiff who encroached on the property owned by the 3rd defendant and erected a fence thereon. The 3rd defendant denied that she was involved in any acts of fraud as claimed by the plaintiff. The 3rd defendant averred that the plaintiff had no valid claim over L.R No. 209/19704 and L.R No. 209/19705. In her counter-claim, the 3rd defendant averred that the plaintiff had on several occasions between 2nd August 2016 and 17th August, 2016 encroached on her land and caused her loss and damage. The 3rd defendant averred that the plaintiff proceeded to erect a barbed wire fence on her parcel of land known as L.R No. 209/19704 which deprived her of the use of that land. The 3rd defendant averred that the plaintiff's continued acts of trespass forced her to close down a school that she was operating on the property on which she had invested heavily. The 3rd defendant sought judgment against the plaintiff by way of counter-claim for:

1. Damages for trespass
2. Costs of the suit and the counter-claim.

After hearing the parties for several days and considering the submissions made thereafter, the court delivered its judgement on the dispute on 30th September, 2019. The court found no merit in the plaintiff's claim which it dismissed with costs and entered judgment for the 1st and 3rd defendants on their counter-claims. On the issues that were identified by the court for determination the court made the following findings: -

1. That the subdivision that gave rise to L.R No. 209/19704 to L.R No. 209/19707 owned by the plaintiff, and the 1st and 3rd defendants was procedural and legal and that, there was no basis for nullifying the same and cancelling the titles held by the 1st and 3rd defendants.
2. That the plaintiff had failed to establish its claim for additional land measuring 3 acres from the 2nd defendant and that it was only entitled to land measuring 1 acre which the 2nd defendant was ready and willing to transfer to it.
3. That the additional land measuring 3 acres that the plaintiff claimed to have acquired from the 2nd defendant belonged to the 1st defendant and that as the owner of the said parcel of land, the 1st defendant was entitled to possession thereof. The court found further that the plaintiff had no right to interfere with the 1st defendant's use of a portion of L.R No. 209/19707 that was adjacent to L.R No. 209/19706.
4. That the plaintiff had leased out a portion of the 1st defendant's land to a Chinese construction company at a fee.
5. That the plaintiff did not satisfy the court that it had any claim over any of the 3rd defendant's two parcels of land.

6. That the plaintiff had wrongfully entered into the 3rd defendant's parcel of land, L.R No. 209/19704 from time to time and interfered with her activities thereon and had stopped her from putting up a perimeter wall thereby causing loss and damage to the 3rd defendant.

The final orders by the court were as follows:

1. The plaintiff's suit was dismissed as against all the defendants.
2. Judgment was entered for the 1st defendant against the plaintiff for:
 - (i) eviction from L.R No. 209/19707 and a permanent injunction restraining the plaintiff from interfering with the said parcel of land.
 - (ii) Kshs. 72,940/= as special damages.
 - (iii) Kshs. 2,000,000/= as general damages for trespass and mesne profits.
 - (iv) interest on (ii) and (iii) above at court rates from the date of the judgment until payment in full.
3. Judgment was entered for the 3rd defendant against the plaintiff for Kshs. 250,000/-being general damages for trespass together with interest at court rates from the date of the judgment until payment in full.
4. The plaintiff was condemned to pay the costs of the suit and the two counter-claims.

The plaintiff was dissatisfied with the said judgment and filed a notice of intention to appeal against the same to the Court of Appeal on 1st October, 2019. The plaintiff also wrote to the Deputy Registrar on the same day requesting for uncertified copies of the proceedings and a certified copy of the decree for the purposes of the intended appeal. On 9th October, 2019, the plaintiff filed an application brought by way of Notice of Motion under Order 51 Rule 1 and Order 42 Rule 6 of the Civil Procedure Rules seeking a stay of execution of the said judgment of 30th September, 2019. That is the application which is the subject of this ruling.

The application was brought on the grounds that the plaintiff was aggrieved with the decision of the court and intended to appeal against the same to the Court of Appeal. The plaintiff averred that the intended appeal had high chances of success and that the subject matter of the intended appeal was land in the possession of the plaintiff. The plaintiff averred that it was a church with a congregation of over 2000 members. The plaintiff averred that the property the subject of the intended appeal was being used by worshipers during Sabbath and other times for accessing the church building and for parking. The plaintiff averred that the disputed property was being used by the plaintiff also for other functions. The plaintiff averred that it was apprehensive that the defendants were likely to evict the plaintiff from the property before the intended appeal was heard and determined. The plaintiff averred that the defendants were also at liberty to sell, charge or lease the disputed land to third parties. The plaintiff averred that it would suffer substantial loss if the stay sought was not granted and that the intended appeal would be rendered nugatory. The plaintiff averred that it had no alternative land for parking and that its members would be subjected to great inconvenience if the orders sought were not granted. The plaintiff averred further that the amount of damages awarded to the defendants was also substantial and being a church, the plaintiff could not raise the same. The plaintiff averred that the application was brought timeously and that it was ready to meet any security obligation that may be imposed by the court.

The application was opposed by the defendants. The 2nd and 3rd defendants opposed the application through grounds of opposition dated 1st November, 2019 and 23rd October, 2019 respectively while the 1st defendant opposed the application through a replying affidavit by one of its trustees, Andrew Olea on 18th October, 2019. The 1st defendant contended that the plaintiff had violated interlocutory orders made on 10th October, 2012 that directed the plaintiff to remain in occupation of only 1-acre piece of land on which it had constructed a church building and prohibited it from taking possession of or occupying or constructing on the other piece of land measuring 2 acres whose ownership was in dispute.

The 1st defendant averred that in view of the plaintiff's flagrant disobedience of the said court order, it had approached the court with dirty hands and as such was not entitled to the discretionary remedy sought. The 1st defendant averred that the plaintiff had failed to demonstrate that it had an arguable appeal with a probability of success. The 1st defendant contended that if the orders sought were granted, the court would be perpetuating the plaintiff's acts of trespass on the 1st defendant's land. The 1st defendant averred that what the plaintiff had highlighted at length was the inconvenience to its members. The 1st defendant averred that there was no evidence of the loss the plaintiff was likely to suffer if the stay sought was not granted. The 1st defendant contended that it was likely to suffer more loss than the plaintiff if the orders sought were granted. The 1st defendant submitted that the court had a duty to do justice to the parties and was not limited in any way in the exercise of its discretion.

On its part, the 2nd defendant contended that the application was frivolous and an abuse of the process of the court. The 2nd defendant averred further that the plaintiff had not demonstrated the substantial loss that it claimed it would suffer if the orders sought were not granted. On her part, the 3rd defendant contended that the application was defective, incompetent and bad in law. The 3rd defendant contended that the court had made a finding that the plaintiff was a trespasser on the 3rd defendant's land and as such the plaintiff had no right to challenge the 3rd defendant's rights over the said property. The 3rd defendant contended that the stay sought if granted would be prejudicial to her interest in said property. The 3rd defendant averred further that the plaintiff had not demonstrated that it had an arguable appeal. The 3rd defendant averred that since the plaintiff had no interest in the parcels of land owned by the 3rd defendant, it was not likely to suffer any loss if the stay sought was not granted.

The application was argued on 11th November, 2019. The 1st and 3rd defendants filed written submissions on 6th November, 2019 and 9th November, 2019 respectively which they highlighted during the hearing of the application. I have considered the application together with the affidavit filed in support thereof. I have also considered the affidavits and grounds of opposition filed by the defendants in opposition to the application. I have similarly considered both written and oral submissions that were made before me. The plaintiff's application was brought under Order 42 Rule 6 of the Civil Procedure Rules. Order 42 Rule 6(2) of the Civil Procedure Rules provides that:

“(2) No order for stay of execution shall be made under sub-rule (1) unless –

(a) the court is satisfied that substantial loss may result to the applicant unless the order is made and that the application has been made without unreasonable delay; and

(b) such security as the court orders for the due performance of such decree or order as ultimately be binding on him has been given by the applicant.”

In the case of Kenya Shell Limited v Karuga (1982 – 1988) I KAR 1018 the court stated that:

“It is usually a good rule to see if order 41 Rule 4 of the Civil Procedure Rules can be substantiated. If there is no evidence of substantial loss to the applicant, it would be a rare case when an appeal would be rendered nugatory by some other event. Substantial loss in its various forms is the cornerstone of both jurisdictions for granting stay.”

From the uncontroverted evidence that was adduced at the trial, the plaintiff was in occupation of a portion of the 1st defendant's parcel of land measuring 2.97 acres. This was part of the additional land measuring 3 acres that plaintiff claimed the 2nd defendant had agreed to sell to it. The evidence that was placed before the court and that was also not disputed was that the plaintiff was using a portion of this land measuring 2.97 acres as parking for its members and as an access to its church building. There was also uncontroverted evidence that the plaintiff had leased out a portion of this land to a third party and was receiving income from the same.

In this court's judgment delivered on 30th September, 2019, the highlights of which I have set out above, the court found that the plaintiff was not entitled to additional land measuring 3 acres from the 2nd defendant and that the land that was being occupied and used by the plaintiff as part of the said land measuring 3 acres belonged to the 1st defendant. The court found that the plaintiff was a trespasser on the 1st defendant's land. The court dismissed the plaintiff's claim and ordered it to vacate the portion of the 1st defendant's parcel of land that it was occupying.

The effect that the said judgement will have on the plaintiff is that the plaintiff will have to vacate the portion of the 1st defendant's parcel of land it is currently occupying and using or risk eviction by the 1st defendant. It is not disputed that the plaintiff is a church with several members and that it has been using a portion of the disputed parcel of land for parking. Although the 1st defendant led evidence that the plaintiff could access its church building through an alternative road, it was not disputed that that the plaintiff was using part of the disputed land to access its church building.

As a result of the orders that were made in the judgment aforesaid, the plaintiff will lose the parking and access to the church building. I am satisfied in the circumstances that the plaintiff would suffer substantial loss if the stay sought is not granted. This conclusion is arrived at only in respect of the portion of the disputed land which is being used by the plaintiff for parking and accessing the church building. As I have mentioned earlier in the ruling, the portion of the 1st defendant's land occupied by the plaintiff measures 2.97 acres. From the photographs and other material before the court, the plaintiff is using only a portion of this land for parking. The remainder is either vacant or let out to a third party. I am unable to see any loss that would be occasioned to the plaintiff if it surrenders to the 1st defendant a portion of the said land measuring 2.97 acres which it is not using for parking or accessing its church building. There is no evidence that the 1st defendant would be unable to restore the land to the plaintiff or to compensate the plaintiff for the same in the event that the plaintiff is successful in the intended appeal.

The 1st defendant was also awarded Kshs. 2,000,000/= as general damages and Kshs. 72, 940/= as special damages. The plaintiff had argued that these awards were substantial and that the plaintiff could not be able to raise the same. I am of the view that inability to pay a decretal amount is not a valid ground for stay of execution. I can see no valid reason why the monetary aspect of the decree in favour of the 1st defendant should be stayed.

With regard to the decree in favour of the 2nd and 3rd defendants; as far as the 2nd defendant is concerned, it was only awarded costs of the suit. The plaintiff has not given any valid reason why the cost decree should be stayed. For the 3rd defendant, I did mention in the judgment the execution of which is sought to be stayed that the basis of plaintiff's claim against the 3rd defendant did not come out clearly at the trial. In his submissions during the hearing of the application, the plaintiff's advocate argued that the plaintiff was using the 3rd defendant's land to access the church building. This access through the 3rd defendant's land I believe must be an alternative entrance to the church building. I say so because, the plaintiff had contended at the trial that access to the church building was through the 1st defendant's land. The plaintiff had claimed that it was using the 1st defendant's land because it was part of the additional land measuring 3 acres that the 2nd defendant had agreed to sell to it. The court was however not told of the right if any that the plaintiff had over the 3rd defendant's land. I am not satisfied in the circumstances that the plaintiff would suffer substantial loss if the decree in favour of the 3rd defendant is not stayed. Since the court is inclined to grant a stay of execution of the decree in favour of the 1st defendant limited to preserving the plaintiff's parking space and access to the church building through the 1st defendant's land, I can see no justification for extending to the plaintiff the luxury of an alternative entrance to the church building through the 3rd defendant's land in respect of which it has no claim. The 3rd defendant was also awarded Kshs. 250,000/= as general damages. As I have stated with regard to the monetary award in favour of the 1st defendant, no good reason has

been given to warrant a stay of execution in respect of this award.

The plaintiff and the 1st defendant argued at length over the interim orders that were given by the court on 10th October, 2012 and how they relate to the stay sought by the plaintiff. This ruling would be incomplete if I fail to comment on the issue. The orders made on 10th October, 2012 were spent when the court delivered its judgment on 30th September, 2019. The less said about them the better. What I can say is that the extent or scope of the said orders were not clear. Although the plaintiff was restricted to use its 1-acre piece of land; where the 1-acre piece of land started and ended was not clear as the order was extended to cover the plaintiff's toilets that were constructed outside its 1-acre piece of land. It was also not clear whether the 1-acre piece of land extended to the parking area. Due to the foregoing, it would not be safe to determine the present application on the basis of the said orders.

In the final analysis and for the foregoing reasons, I hereby make the following orders on the plaintiff's application:

1. A partial and conditional stay of execution is issued in respect of the limb of this court's judgment delivered on 30th September, 2019 that ordered the eviction of the plaintiff from L.R No. 209/19707 to the extent that pending the hearing and determination of the plaintiff's intended appeal to the Court of Appeal, the plaintiff shall not be evicted from that portion of L.R No. 209/19707 that it uses to access the church building and for parking during normal church services.
2. The plaintiff shall deposit in court as a condition for the stay order, a sum of Kshs. 1,000,000/= within 30 days from the date hereof in default of which the stay shall lapse automatically without any reference to the court.
3. For the avoidance of doubt, the 1st defendant shall be entitled to possession of the portion of L.R No. 209/19707 that was hitherto occupied by the plaintiff save for the parking area in respect of which the stay order shall apply.
4. The application is dismissed in respect of the monetary portion of the decree in favour of the 1st defendant.
5. The application is dismissed wholly as against the 2nd and 3rd defendants.
6. Each party shall bear its own costs of the application.

Delivered and Dated at Nairobi this 5th day of December 2019

S. OKONG'O

JUDGE

Ruling read in open court in the presence of:

Ms. Nyakundi h/b for Mr. Oyugi for the Plaintiff

Mr. Nyiha for the 1st Defendant

Mr. Nyiha h/b for Mr. Muturi for the 2nd Defendant

Mr. Dachi for the 3rd Defendant

Ms. C. Nyokabi-Court Assistant