



REPUBLIC OF KENYA

IN THE ENVIRONMENT AND LAND COURT AT KITALE

LAND CASE NO. 57 OF 2011

GATATHA FARMERS CO. LTD.....PLAINTIFF

VERSUS

OTIENO OKIRO.....1ST DEFENDANT

PASCAL NYONGESA.....2ND DEFENDANT

SAMSON MASABO SIMATWA.....3RD DEFENDANT

JUDGMENT

1. The plaintiff in this matter, a Limited Liability Company filed this suit on 3/6/2011 seeking the following orders:-

(a) A declaration that the plaintiff is the rightful owner of LR. Nos. 5709, 5710/2, 5711/6137 and 8190 all situated at Endebess measuring 1800 acres of thereabouts.

(b) A permanent injunction restraining the defendants, their servants and/or agents or any other person claiming through them from entering into, trespassing into and/or encroaching into the plaintiffs LR. No. 5709, 5710/2, 5711/6137 and 8190 all situated at Endebess measuring 1800 acres or thereabouts.

(c) Costs.

(d) Interest.

2. Though the suit was commenced against three defendants, it proceeded only against the first defendant, reason being that the suit against the other defendants was compromised between them and the plaintiff and withdrawn on 5/12/2012.

3. The plaintiff's claim against the 1st defendant who will be referred to as "*the defendant*" is that his late father was allocated **6 acres** forming part of the plaintiff's land for his occupation and use. The life interest of the plaintiff's late father and others was determined upon their respective deaths. Their entry into the plaintiff's land was said to have been by consent and permission of the former land owner and the plaintiff.

4. The plaintiff avers that despite the demise of the plaintiff's father, his family adamantly refused to vacate the land. The plaintiff describes the continued stay of the deceased's family as trespass. The plaintiff avers that the defendant, whose father was allowed to occupy only 6 acres has trespassed onto the plaintiff's land and is laying claim to 36 acres of which he is in wrongful occupation.

5. The plaintiff further avers that by virtue of the trespass, the defendant has misused, damaged, wasted and/or degraded the suit property and thereby deprived the plaintiff of the use and enjoyment thereof. There has been constant confrontation between the plaintiff and the defendant in respect of the suit properties and the defendants have never had peaceful and uninterrupted or exclusive occupation thereof.

6. The defendant filed a statement of defence in this matter on 29/7/2011. In that defence he states that his occupation of 36 acres, which he claims, is legal. He also avers that the cause of action relied on in this suit is the same as that relied on to institute **Eldoret HCCC No. 113 of 1987** which he avers, was dismissed for want of prosecution in 2002.

7. The defendant further avers that the cause of action in this matter occurred in the year 1987 and hence the plaintiff's claim having been filed some twenty four years after that, is time barred by the Limitation of Actions Act.

8. I noted as I went through the record that a preliminary objection was raised to the effect that this suit ought to be dismissed. By a ruling

dated 20/12/2011, the preliminary objection was dismissed and this matter was ordered to be set down for hearing in 90 days.

9. While these proceedings were ongoing the 1st plaintiff sold the suit land to the 2nd plaintiff. The 2nd plaintiff applied to be enjoined as an interested party to these proceedings on vide an application dated 20/3/2013. That prayer was granted on 15/7/2013. The suit herein proceeded to hearing on 10/6/2015. When the plaintiff and the interested party, after calling one witness each, closed their respective cases. The defendant's case was heard almost two years later on 5/4/2017 and on 12/4/2017. On 5/4/2017, the defendant testified. On 12/4/2017, the plaintiff called one witness.

10. The court then after the close of the defence case on 12/4/2017 ordered parties to file submissions in the matter. The plaintiff filed his submissions on 29/11/2017, the interested party on 7/12/2017 and the defendant on 22/12/2017.

EVIDENCE OF THE PARTIES

The Plaintiff's Evidence

11. The plaintiff called one witness; **PW1, Peter Mburu Gakwa** testified that he had a letter granting him authority from the plaintiff to prosecute this suit. He testified that the defendant resides on **LR. No. 5710/2** situate at Endebess which land, though formerly owned by the plaintiff, is now owned by the interested party **Kaitet Tea Estate 1977 Limited**. The plaintiff bought the land in **1981** from one **Guy D'Olier** whilst there were still three families on the land, which included the family of **Okiro Okoyo**. The families did not object to the transfer. The three families had been given the land to live on during the lifetime of their patriarchs and the patriarchs have since died. He produced a letter of authority to prosecute the case from the plaintiff company and an affidavit sworn by Guy D'Olier.

12. In support of the withdrawal of previous litigation at Eldoret, he produced a notice of withdrawal of **Eldoret HCCC No. 113 of 1988** as *P. Exhibit 3*. According to the witness two of the three families who had been residing on the land agreed to move from the land but the family of the defendant remained on the land. Consequently the plaintiff withdrew the case against the two families who moved and the case against the 1st defendant remained.

13. It is the evidence of PW1 that the 1st defendant is currently occupying in excess of 30 acres. The witness testified that the 1st defendant took advantage of the tribal clashes of 1992 to extend his occupation from six acres to the size of land he now occupies. It was the witness's evidence that the 1st defendant's father had died by the time the Eldoret case was filed in the year 1987 and he further averred that the suit was later withdrawn. He denied that the defendant was entitled to any land within the land owned by the plaintiff.

14. The interested party's evidence, **PW2**, who was one **Peter Charles Kotut**, who introduced himself as a farmer, and Director of the interested party, testified on behalf of the interested party. He stated that Kaitet Tea Estate Limited bought land from the plaintiff and produced a sale agreement to that effect as *P. Exhibit 1*. He acknowledge that the buyer was informed that there were 12 acres which were occupied by three families. Among the three families were the plaintiff's which had 6 acres. The other two occupied three acres each. He testified that the suit land LR. No. 5710/2 was transferred to the interested party on 29/12/2011 and produced a certified copy of the title as an exhibit. PW2 testified that the company had tried to talk to the defendant, who is occupying part of the suit property to move out of the suit land but he has refused.

The 1st Defendant's Evidence

15. The 1st defendant testified that he legally occupies 36 acres of the suit land; that a public school called Endebess Estate Primary School occupies 17 acres; that the defendant was born and lived on the 36 acres prior to 1977 when the land was bought by the plaintiff; that the purchase was subject to his rights and his kin's rights by way of adverse possession; that Guy D'Olier, the seller never included the 36 acres and the school in the sale; that when he was given the land, other employees opted for money on retirement but he opted for the land.

16. The defendant disputes the plaintiff's allegation that his father was given the land to live on only during his lifetime. He stated that in 1987 the plaintiff came and measured 6 acres, filed a case seeking his eviction and ploughed his alleged 30 acres, leaving him with only 6 acres. After this, the defendant avers, he sought the help of the then Provincial Administration and wrote to the Deputy Registrar of the High Court at Eldoret. He was informed that the Provincial Administration had sorted out the issue and that he should inherit the whole plot that the *mzungu* gave to his father. He was also informed that he was born on the land and that if someone stayed on land for 12 years, one is qualified to be registered and not to be evicted.

17. The defendant's further evidence was that the plaintiff approached him several time proposing to purchase his land but produced no evidence to that effect. The defendant also averred that LR. No.5710/02 does not exist. He avers that the plaintiff was kicked out of his land in 1993 after their "survey" of six acres was cancelled by the Provincial Administration. He terms it "unorthodox" to say that he should be evicted from "his" plot which his father "purchased" after working for a white man for 33 years. He averred that he has planted 2 ½ acres of bananas, 10,000 seedlings and has some incomplete houses on the land. He admitted being on LR. No. 5710/2 whose title he still believed was in the name of E. D'Olier.

18. He testified that having been born in 1941, he entered into possession of the land in 1957. He admitted that his father never objected to the transfer of the land to the plaintiff and that he died in 1980 and he did not know of the transfer. The defendant took over his father's estate in 1990 and obtained Letters of Administration to it. In the Confirmation of Grant, 36 acres were distributed to six children. In cross-examination the defendant stated that the total acreage he is claiming is 53 acres. He admitted that he never challenged the transfer in court but insists that the transfer was done illegally.

19. **DW2** one **Elisha Masinde**, also testified. He stated that at one time, a white man called D'Olier came to the Endebess Club where he was working and sought to be shown the beacons of the club which the witness showed him; the white man then told Okiro to guard the

beacon and that from that point to the river was Okiro's land; the Endeless Estate, the white man said, would remain on the other side of the river. After D'Olier died in a crash, his son came and inherited the land. He was asked again to show the son the boundaries which he did whereupon the son came later and gave Okiro 3 tractors and a plough. However, on cross-examination the witness admitted he did not know the land reference number of the land concerned. Neither did he know the terms under which the land was being purportedly given out. He could also not recall the year when all this happened.

20. DW3 testified that in 1983 he was the Chief Endeless Location. In that year, a manager of the plaintiff called Munene came to his office and said some squatters on the Endeless land should vacate since their parents had died. He informed the D.O of the issue, who in turn informed the D.C. The Guy D'Olier was summoned together with the plaintiff's directors. He stated that Guy D'Olier stated that he had given Okiro land. The District Commissioner then told the witness to call the Directors of the plaintiff and Okiro's family so that they could go and measure the land but the plaintiff's directors never came. He testified that the land has never been measured to date. He said that the white man said he had not said that he had given Okiro land till he dies.

Determination

21. The issues that arise from the pleadings in this suit are as follows: -

(1) Is the plaintiff's suit properly before court?

(2) How much land was the defendant's father entitled to?

(3) Does the defendant have any entitlement to title to the land that was formerly occupied by the father?

(4) What orders should issue?

(1) Is the plaintiff's suit properly before court?

This issue covers lesser issues as follows:-

(a) Is the plaintiff the registered proprietor of the suit land?

(b) Did the transfer of the land to the interested party divest the plaintiff of the right to sue?

(c) Is the plaintiff's suit time barred?

(a) Is the plaintiff the registered owner of the land?

22. PW1 produced a certified copy of title to LR No. 5710/2. It shows that the land was transferred to it the plaintiff on 28/12/1981. This is reflected by Entry No. 13 in the title. However, a latter entry, that is Entry No. 22 shows that the land was transferred to Kaitet Tea Estate 1877 Ltd on 29/12/2011. Going by the entries in the title the plaintiff is not the registered proprietor of the suit land.

(b) Did the transfer of the suit land to the interested party divest the plaintiff of the right to prosecute this suit?

23. PW1 produced a copy of the agreement between it and Kaitet Tea Estate [1977] Limited dated 5/8/2011. It has a description of what is indisputably the suit land. **Paragraph 7.1** states as follows:-

"7.1 The vendor sells as legal and beneficial owners".

Paragraph 8.1.2 states as follows:-

"8.1.2 The vendor has disclosed to the purchase that there is a claim in court for 12 acres or thereabouts by three squatters and the vendor undertakes to continue opposing this claim (as its cost) and further undertake to indemnify the purchaser against any such claims provided that if any land is lost to the claimants the vendors shall on demand refund to the purchaser the proportionate cost of any such land based on the purchase price herein".

24. The effect of this clause is that even though the land was expressed to be transferred to the interested party the responsibility of pursuing the defendant and others and secure vacant possession of the land was an integral part of the agreement for sale. It is clear that the inclusion of the occupied portions in the sale was contingent upon the effective procurement of such land from the hands of the defendants through the legal process the plaintiff had commenced in this suit. From the terms contained in **Clause 8.1.2** of the sale agreement, failure to secure vacant possession of the land occupied by the defendant would shower liability on the plaintiff as its value would be deducted from the purchase price and be met by the plaintiff. This meant that the plaintiff still has valuable interest in the land and it could continue prosecuting this suit against the defendant. I therefore find that the suit by the plaintiff is proper even now. It was not negatively affected by the sale of the land.

(c) Is the plaintiff's claim time barred?

25. In raising this technical objection to the plaintiff's claim the defendant cites the Limitation of Actions Act and avers that the alleged cause

of action claimed by the plaintiff arose 24 years ago. In his evidence the defendant testified that if one remained on the land for more than 12 years he would be entitled to be registered as propriety by virtue of adverse possession. The defendant's statement is of course very incomplete for there are a number of ingredients that make up a successful claim of adverse possession and he has not enumerated them specifically in this case. The issue of limitation is dependent on the evidence produced by the parties and in my view the onus of proving the claim is upon the shoulders of the defendant who pleaded it.

26. The plaintiff's claim is that the defendant's father was entitled to the occupation on the land for his lifetime. This would of course mean that the cause of action against any person claiming under him arose upon his death, which in the words of the defendant, occurred in the year 1980. However the cause of action relied on by the plaintiff in this case is trespass. The fact that the defendant is still in occupation of the land means that it is a continuous cause of action. Trespass has been defined as "*any unjustifiable intrusion by one person upon land in the possession of another*" (*See Clerk & Lindsell on Torts, 18th Edition paragraph 18 -01*).

27. Trespass is distinct from recovery of land. The continued occupation by the defendant without the permission of the plaintiff is noted. No capacity in the form of employment under the plaintiff or its predecessor is claimed by the defendant. The defendant was not a tenant. His father was. If his claim is under his father's estate it is not possible for it to be elevated to any higher ground than his father's rights to occupation in his lifetime which was to end upon his death. If the arrangement with the deceased's employer was that the deceased would have use and occupation of the land only for his lifetime, I do not see how the defendant can claim not to be in trespass. If trespass is the cause of action here, and it certainly is, it is possible that that claim may not be time barred at all.

28. The court in the case of *Msa. Civil Suit No. 84 of 2005 Janendra Raichand Shah -vs- Mistry Walji Naran Murji [2014] eKLR* stated as follows at **paragraph 58:-**

"Nevertheless in fairness to the plaintiffs their argument that their cause of action arose on each day that the defendant was in wrongful occupation may be valid. On this, the court draws an analogy from continuing trespass".

Clerk and Lindsell on Torts 17th Edition at paragraph 17.02 states:-

"Every continuance of a trespass is fresh trespass in respect of which a new cause of action arises from day to day as long as the trespass continues.

The defendant was in continuous wrongful possession from 1st January, 1990 (a day after the lease

determined) upto after 24th November, 2004 when the plaintiffs sold the premises to Vantage yet in respect of the plaintiffs their cause of action first arose in June, 1985 when they became owners of the property. So from June 1985 to 24th November, 2004 a new cause of action arose each day the defendant continued to be in wrongful possession. However for purposes of the Limitation of Actions Act, any cause of action that arose three years before the date of filing of the suit would be statute barred. The suit was filed on 12th May, 2005 and so any cause of action that arose prior to 12th May, 2002 is time barred."

29. Going by the reasoning in the case of *Janendra (Supra)* the plaintiff's case herein having been filed on 3/6/2011, can only be in respect of any cause of action occurring after 3/6/2008, that is 3 years earlier, I therefore find that the plaintiff's claim is not time barred.

(2) How much land was the plaintiff's father entitled to use and occupy?

30. The defendant has admitted that his father occupied the land he was allowed to by virtue of his employment with the land owner. His evidence however conflicts sharply with that of the plaintiff, just as the pleadings between the two parties do. He insists that the land he occupies is 36 acres. At the hearing he stated, startlingly so, that he was seeking 53 acres so as to include the Endebess Primary School land of which he is said to be Chairman and whose land is 17 acres. This claim for extra 17 acres is not in the pleadings and must be disregarded.

31. The plaintiff's evidence on the issue is very consistent. From the witness statement of PW1 dated 3/6/2011 to his evidence-in-chief, the plaintiff stuck to the same version - that the deceased was allowed use and occupation of only 6 acres. The Statutory Declaration of Guy William D'Olier dated 28/11/1995 which was produced in evidence and which was not challenged, stated that Okiro Okoyo, the defendant's father occupied 6 acres. An affidavit filed in court on 3/6/2011 and sworn by the said Guy William D'Olier on 20/6/2007 reiterated the contents of the Statutory Declaration. No caveat on the title noted any interest claimed by the defendant.

32. In the affidavit in support of Summons for Confirmation of Grant in Succession Cause No. 48 of 1989 - in the matter of the Estate of Zakaria Okiro Okoyo, the applicant's list Land Parcel No. LR 5710/2(B) as the property of the Estate of the deceased intended to be shared equally among his six children. The defendant never proved that there is any property known as LR No. 5710/2 (B) owned by the plaintiff which he claims and so this affidavit is in my view quite erroneous. None of the parties produced any surveyor's report that would help this court arrive at a determination on the issue. The defendant avers at paragraph 11 of the defence he is occupying 36 acres, without stating that this is what his father had occupied. Paragraph 15 of the plaint had stated that the plaintiff's father had occupied only 6 acres but the defendant has laid claim to 36 acres.

33. The defendant's statement dated 29/7/2011 states that his late father was allocated 36 acres in the year 1957. However the defendant's evidence on this is lacking. Clause 8.1.2 of the sale agreement states that the three families occupied an aggregate of 12 acres, which precludes, if true, the possibility of the defendant occupying 36 acres. The defendant himself appears to have annexed a letter dated 12/7/1996 from Guy D'Olier to one Mr. Odanga to his affidavit apparently sworn on 24/4/2013. The letter reads as follows:-

Dear Mr. Odanga,

12th July, 1996

ENDEBESS ESTATES LTD.

“With reference to your letter of 30th May to the District Commissioner Trans-Nzoia and copied to me, I shall reply to each numbered paragraph. The inaccuracy of most of your statements will be revealed:-

(1) At the time that the Company decided to sell the farm there was no squatters. I never ever said that I would give any land to 62 people. How were 62 people selected from a total labour force of well over 100? Who selected these 62 people? Not me. ”

(2) Some of our workers did ask if they could buy the farm and of course my reply was that we would sell to anyone with sufficient money.

(3) To my best of knowledge Mr. Hatfield did not give any land to his employees. You may be confusing him with Chorlim Farm, a part of the very large

landowners - estates and Investments. They did set aside 100 acres for the settlement of some of their long service employees.

I did NOT repeatedly, or ever, say that I would give any land to anyone. Mr. George Sipiri, our headman at the time, did approach me suggesting that we should copy Chorlim and give some land to our old long service workers. He suggested that a place on our Kapsetta area could be suitable. This was LR number consisting of 365 acres. As I stated in my letter to the District Commissioner, the Director of the Company saw no justification in giving 365 acres to anyone, had considered the matter after George’s suggestion and Chorlim’s example. You appear to think that it was obligatory for landowners give away large portions of their land. A surveyor was brought to verify the beacons and acreages as it normal practice when selling.

I NEVER said that I would come back to subdivide any land into small plots - what land? This is totally untrue. No land had been set aside for anyone.

(4) Three very deserving old retired workers were settled on 5 acres for the rest of their lives. They were certainly not squatters.

(5) All employees were very generously rewarded over and above the mandatory “severance” pay. I, of course, did not tell anyone that money which I paid them was in lieu of the gift of land which I had promised them because I had NOT promised to give anyone any land or compensate anyone in lieu.

(6) It appears that you became the representative of the “62 squatters” long after the sale of the farm. That is when you started writing to me on this subject.

(7) The surveyor did NOT demarcate 365 acres, there would be no point in doing so as the whole farm was having the beacons and acreage checked. You accuse me of evading the truth, but in your letter almost all of your statements are totally untrue.

Surely by now you must realise that the Company did not set aside 365 acres and promise to give it to 62 people, and was under NO obligation to do so. The whole farm was sold 19 years ago, and I obviously cannot reclaim that 365 acres to give it to 62 people of someone’s choice - not mine.

I ask you to please close this pointless correspondence and to desist from writing untruthful statements about me”.

Yours Sincerely,

G.W. D’OLIER

34. There were evidently others who also believed they were entitled to land out of the farm.

35. The defendant himself seems to have been utilizing a very small portion of the land if the documents he has placed on the record are anything to go by. The copy of letter dated 29/11/1988 from the Divisional Extension Officer Endebess shows he may have planted only 2 acres of maize in 1987. The letter dated 11/4/1988 shows only 3 acres of the farm was used by the defendant for planting of maize and beans. The defendant has annexed a copy of another letter from Endebess Estates Ltd, signed by Guy D’Olier and dated 5/6/1984 it reads as follows:-

5th June, 1984

Oduori Chongori

Box 46

Kitale

ODUORI CHONGORI – Issue of Title Deed

“In reply to your letter of 13th February, 1984, I have to refer you to my letter of 26th February, 1981, addressed to J.M. Wafula & Co. Advocates, of Box 136, Kitale. A photocopy is enclosed.

You must remember that the terms of the agreement under which Andebess Estate gave you the place of land to the owners of Endeless Estate, i.e. Gatatha Farmers Co. Ltd. A copy of our agreement drawn up by our lawyers was given to you and to the other two people, Simatwa and Okiro, and fully explained. At the time that the farm was sold we were unable to obtain subdivisions, and so this agreement was agreed to”.

Yours faithfully,

G.W. D’Olier

36. Yet another letter is exhibited by the plaintiff in his affidavit of 3/4/2018. It is from Endeless Estates and it is dated 26/2/1981. It reads as follows:-

26th February, 1981

J.M. Wafula & Co.

Advocates

Box 1366

Kitale

Dear Sirs,

Reference your letter of 17th February, 1981, JMW/FF/81. I am obliged to refer you to the written agreements issued to Oduor Chonguri, Simatwa and Okiro Okoyo, copies of which are held by Gatatha Farmer Co. Ltd. These agreements plainly state that the land concessions of the above named are in favour of the above-named only, during their life time, the land thereafter reverting to the owners, Gatatha Farmers Co. Ltd. These agreements were drawn up by our lawyers and are of course final.

Your clients, presumably the sons of Okiro Okoyo have no claim whatsoever to any land belonging to Gatatha Farmers Co. Ltd under these agreements

Further, under these agreements, Gatatha Farmers Co. Ltd, are prevented from evicting or disturbing the remaining two old men, but there is no doubt that Okiro’s concession, now that he has died, must revert to Gatatha.

I trust that this will clarify the matter.

Yours faithfully,

G.W. D’Olier

37. From the foregoing I find that the deceased could not have been in occupation of 36 acres of land. The land he occupied by consent of D’Olier could only have been between 5 - 6 acres and certainly not more than 6 acres.

(3) Is the defendant entitled to title to the land formerly occupied by his late father?

38. The rule is that one cannot confer on another title better than he himself has - “*Nemo dat quod non habet*”. I have examined the documents exhibited in the affidavits of the defendant in this case some of which are replicated hereinabove. It appears that the true position with regard to the land occupied by the deceased’s father was that the deceased was entitled to a lifetime interest in the land. The interest in the land having been described as such could not survive his demise so as to pass on to his children by way of probate proceedings or otherwise on transmission. His rights died with him, so to speak. The former owner, Endeless Estates Limited have through Guy William D’Olier, the signatory of the letters quoted above, confirmed as much. And though the consents executed by the company and the squatters’ families’ patriarchs were not produced, that does not in any manner water down the plaintiff’s case against the defendant, for they would have just come to verify whatever evidence the 1st defendant has put into the court record which in my view, is against his own interests.

39. The clarification by Guy William D’Olier renders it easy to realise that the use of the term “life interest” is not strictly in accordance with the ordinary definition of that term in Probate and Administration matters. Black’s Law Dictionary defines a life interest as :-

“An interest in real or personal property measured by the duration of the holder’s or another named person’s life”.

40. The life interest granted to the deceased was not to be interpreted within the Okiro family setup. The licence was a personal appreciation

to the father of the defendant personally for services well provided while he was in the employ of Endebess Estates Limited. The life interest he had would therefore not devolve to his children but would revert back to the employer as envisaged by the employer, or in this case, to the purchaser of the land who was the plaintiff.

41. It must be remembered that the defendant kept the documents analysed hereinabove away from his evidence-in-chief, apparently because they were prejudicial to his defence in respect of first the size of land his father had been allocated and secondly the nature of interest he had over that land. The proceedings dated 30/11/84 which the defendant attached to his affidavit dated 28th May, 2015 appear to have alterations. Much as I can not rely on documents that have not been produced in evidence in this case I can not be totally blind to the fact that they were attached to sworn affidavits and to conduct of the defendant who seems to lack candour.

42. In the case of *Joseph Githinji Gathiba -vs- Charles Kingori Gathiba [2001] eKLR* the court observed as follows concerning conduct such as of the defendant in this case:-

“Parties who do not want to lay everything on the table for justice to take its course, may be parties who would like to obtain inconsistent of not contradictory, court orders to make the administration of justice more difficult”.

I find that this is what the defendant herein sought to do. I find that the defendant is not entitled to title to the land that was occupied by his late father for the reasons set out above.

(4) What orders should issue?

43. In the end I find that the plaintiff's claim is merited. I grant the prayers as prayed in (a), (b), (c) and (d) in the plaint dated 3/6/2011.

Dated, signed and delivered at Kitale on this 30th day of May, 2018.

MWANGI NJOROGÉ

JUDGE

30/5/2018

Coram:

Before - Mwangi Njoroge, Judge

Court Assistant - Picoty

Mr. Kiura for the plaintiff

Mr. Kiura holding brief for Odoyo for Interested Party

N/A for the defendant (in person)

COURT

Judgment read in open court.

MWANGI NJOROGÉ

JUDGE

30/5/2018