



REPUBLIC OF KENYA

IN THE ENVIRONMENT AND LAND COURT AT KITALE

ELC CASE NO. 136 OF 2007

LUCIA KIBUI MUCHIRI.....PLAINTIFF

VERSUS

KOTON WANDABE.....1ST DEFENDANT

RAYMOND NYERIS PLAL.....2ND DEFENDANT

JUDGMENT

1. The plaintiff commenced this suit vide a plaint dated **30th July 2007** which was subsequently amended on **19th June, 2013** in order to seek the following reliefs:

(a) An eviction order against the 2nd defendant, his servants, agents and or any person claiming through him from the plaintiff's 3 ½ acres comprised in title number West Pokot/Siyoi/2728.

(b) An order of permanent injunction to restrain the defendants jointly and severally, their agents, and/or any persons claiming through him from entering, occupying, surveying, ploughing, constructing, wasting and/or dealing in any way in the plaintiff suit land measuring 3 ½ acres comprised in Title No West Pokot /Siyoi/2728.

(c) An order that the 2nd defendant do transfer to the plaintiff the land comprised in title No. West Pokot/Siyoi/1633 2728 and sign all the documents that would facilitate the registration of the transfer in the plaintiff's favour, and in default the Deputy Registrar of this court to execute all such documents as would facilitate the registration of the transfer in the plaintiff's favour.

(d) Costs.

(e) Any other relief the court may deem just to grant.

2. The demise of the original plaintiff was, inter alia, part of the reason for amendment of the plaint, which by virtue of that amendment included the current plaintiff who is the substitute.

3. The defendants filed their joint statement of defence dated **4th September, 2007** on the same date and subsequently amended the same on the **29th July 2013** while the plaintiff's reply to this amended joint statement of defence was filed on **17th November, 2017**. The plaintiff attempted to amend his plaint further but was disallowed by this court vide a ruling dated **13th March 2014**. She appealed that ruling

and the Court of Appeal overruled this court and allowed the plaintiff to file and serve a further amended plaint. This plaint was filed on the **8th August 2016** and is titled “Amended Amended Plaint.”

The Plaintiff’s Case

4. The plaintiff’s case is that **John Githua Muchiri**, her late husband, (hereinafter also referred to as “**John**”) purchased **3 ½ acres** of land out of land known as **LP/SIYOI/28** measuring **9.4 Hectares** from one **Kongelai Rotaruk** (now also deceased) (hereinafter also referred to simply as “**Kongelai**”) vide an agreement dated **2nd August 1979**; that John and the Kongelai then swore a declaration before the Kapenguria District Magistrate Court on **28th November 1979** endorsing the said agreement; that John acquired the necessary Land Control Board Consent for subdivision and transfer of the said 3 ½ acres on **23rd March 1982**; that upon execution of the land sale agreement on **2nd August, 1979** John took immediate possession of the suit land and constructed permanent structures thereon; that in the year 1985 John hired surveyors who surveyed and hived off the said 3 ½ acres of his land and in 1987 the 1st defendant signed transfer forms in favour of the plaintiff’s land which was allocated **No. West Pokot/Siyoi/1633**; that the plaintiff has not obtained a title deed for his land to be known **West Pokot/Siyoi/1633** although all legal requirements have been met.

5. Instead of surrendering the original title to facilitate the registration of the transfer for parcel number **West Pokot/Siyoi/1633**, the 1st defendant (Koton) presented another subdivision scheme for parcel no. **West Pokot/Siyoi/28** which was then subdivided into parcels nos. **1274,1579,1580,1581,1582,1583,1584,1585,1629,1577,1630,1631,1632,1634,1628,1805,1275,1289,1570 ,1571,1573,1574,1575, and 1576**. New titles were issued for the new parcels. The plaintiff’s land was comprised in the land parcel issued number **1274**.

6. Koton then sued John in **Kitale SRMCC No. 267 of 1989** seeking an order that John do remove a caution that he had lodged against title number **West Pokot/Siyoi/28** and for an order that John do vacate parcel number **West Pokot/Siyoi/28**. A consent was recorded by which plot number 1274 was to be subdivided into two and a plot of 3.5 acres was to be transferred to John. The three and a half acre portion was to be located in the area then occupied by John.

7. John and his family fled West Pokot District to Trans Nzoia in the year 1993 due to insecurity occasioned by the infamous tribal clashes.

8. Koton then divided the land comprised in plot number 1274 in accordance with the court order and the 3.5 acre portion envisaged by the court order was issued the number 2728. However, instead of transferring the 3.5 acre portion to John, he sold the land on **1st June 2002** to the 2nd defendant, Raymond, who took possession thereof and demolished John’s old permanent structures and erected his own structures thereon. The 2nd defendant has despite demand refused or neglected to give vacant possession of the said land to the plaintiff hence this suit. The plaint discloses that there were at least two other civil cases, that is **Nakuru CMCC No. 706 of 1998** and **Kitale SRMCC 267 of 1989**, and also one criminal case that is **Kapenguria RMCR No 627 of 2003** involving the suit land.

9. It is the plaintiff’s case that there was no land available for sale to Raymond as the land had already been sold to John and that the sale and transfer to Raymond should be nullified.

The Defendants’ Defence

10. The defendants deny the plaintiff’s claim and further deny that there is any land known as **West Pokot/Siyoi/1633**, and that if it exists the 2nd defendant is not in occupation of such land but is lawfully in occupation of **West Pokot/Siyoi ‘A’/2728** which he purchased and of which he is the registered owner. The defendants also raise the defence of limitation with respect to the judgment in the **Kitale SPMC Civil Case Number 267 of 1989** between the plaintiff and the 1st defendant.

EVIDENCE OF THE PARTIES

The Plaintiff's Evidence

11. The plaintiff testified on the **19th March 2018**. She averred that she was the administrator of her deceased husband's estate and produced a grant issued in **Kitale HC Succession Cause No 5 of 2008** in evidence. She narrated how her husband bought three and a half acres of land from Kongelai; that Kongelai's land was **West Pokot/Siyoi/28**; that they took possession of the land in 1979; that the land was subdivided and a mutation issued; that an application for the Land Control Board's consent signed by Kongelai and the plaintiff's husband was made and consent was issued by the Board; that the land was issued parcel number **West Pokot/Siyoi/1633** in the mutation; that the parcel that was to remain in John's name was subsequently allocated parcel number **West Pokot/Siyoi /1274**, that Kongelai died and his son, the 1st defendant got the land through succession proceedings by way of transmission; that instead of transferring the land to John he sued John in Kitale **SPMC Civil Case Number 267 of 1989**, seeking removal of a caution lodged against the title by John; that a consent judgment granting John three and a half acres from parcel number **West Pokot/Siyoi/ 1274** ended the matter and the caution was removed; that title to plot number **West Pokot/Siyoi/28** was closed on subdivision which was done without the plaintiff's knowledge; that all this time John's family was still living on the land; that at one point in 1992 John's family fled due to insecurity whereupon the Koton divided the land parcel **West Pokot/Siyoi/ 1274** into two parcels, that is **West Pokot/Siyoi "A"/2727** and **West Pokot/Siyoi "A"/2728**, the latter which he transferred to the 2nd defendant; that the 2nd defendant should be evicted from parcel no. **West Pokot/Siyoi "A"/ 2728** and be enjoined from returning there.

The Defendant's Evidence

12. The 1st defendant testified on **25/4/2018**. He adopted his statement as his evidence-in-chief. His further evidence was that the plaintiff's family lived across the road from the defendant's home; that **West Pokot/Siyoi/28** was the defendant's father's land; that John never used to live thereon, that though his father sold other people some land, he is not aware that his father ever sold land to John; that he and his mother and two brothers used to witness to the sales; that his father used to thumbprint documents; that John never brought surveyors to the land, that Plot No 28 was subdivided into many plots and none of those was named **West Pokot/Siyoi /1633**; that he went to court with other persons who had bought land and the caution registered against the land was removed. He disputed the allegation that there were tribal clashes in the area in the year 1993. He testified that parcel No. **West Pokot/Siyoi /1274** was a subdivision of parcel No. **West Pokot/Siyoi/28** and that he later divided it into two to give yield to parcels Nos. **West Pokot/Siyoi "A"/2727** and **West Pokot/Siyoi "A"/2728**; that he transferred **West Pokot/ Siyoi "A"/2728** to Raymond and he retained the other **West Pokot/Siyoi "A"/2727**, on which his family lives; He insisted that the sale to the 2nd defendant was legal and that there was no caution on the land then. He averred that he has never been served with any proceedings for extension of time.

13. **DW 2**, the 2nd defendant, testified that he was an innocent buyer who was not informed by Koton that there had been a sale or a dispute in court involving the suit land. However he was a neighbour to John and Koton and he admitted to having known John and his home, but he averred that he never knew that John had bought 3.5 acres from Kongelai. He admitted that there were houses on the suit land which the Koton pulled down when he sold him the land measuring 3.5 acres.

DETERMINATION

Issues for Determination

14. It is common ground that:-

(a) John's family, Kongelai's family as well as Ramond's were all neighbours;

(b) That the land parcel number West Pokot/Siyoi/28 was owned by the 1st defendant's late

father;

(c) That parcel number West Pokot/Siyoi/28 was subdivided giving rise to plots numbers 1274 and 1633;

(d) That parcel number West Pokot/Siyoi/ 1274 was further subdivided into parcel numbers West Pokot/Siyoi/272 and WestPokot/Siyoi/2728;

(e) That parcel number West Pokot/Siyoi/ 2728 measured 3.5 acres;

(f) That parcel No. West Pokot/Siyoi/ 2728 was first registered in Koton's name before he transferred it to the 2nd defendant vide an agreement made in the month of April 2002;

(g) That a caution had been registered against the title number West Pokot/Siyoi/28 as long ago as 10/8/1988 in favour of John;

(h) That Kitale SRM Civil Case Number 267 of 1989 is the case in which Koton sought to evict the original John and get the caution he had lodged against title No. West Pokot/Siyoi/28 removed;

(i) That an order was made by the court in Kitale SRM Civil Case Number 267 of 1989 in which Koton had been ordered to surrender 1.4 ha of land to John;

(j) That Koton was charged and convicted in Criminal Case Number 627 of 2003 with disobeying a lawful order made by C.O. Kanyangi, SRM in Kitale Law Courts Civil Case Number 267 of 1989 in which he had been ordered to surrender 1.4 ha of land to John;

(k) That Raymond testified against the 1st defendant as a prosecution witness in the Kapenguria RM Criminal Case Number 627 of 2003 in which Koton was convicted;

(l) That Koton and his kin conceded in Kapenguria RM Criminal Case Number 627 of 2003 that Kongelai had sold 3.5 acres to John.

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

(a) Whether the plaintiff is the rightful owner of the three and a half acres comprised of in title number West Pokot/Siyoi/2728;

(b) Whether the transfer of the suit land to the 2nd defendant was illegal and whether the transfer should be cancelled;

(c) Whether the plaintiff's suit is barred by limitation;

(d) What orders should issue.

(a) Whether the plaintiff is the rightful owner of the three and a half acres comprised of in title number west Pokot/Siyoi/2278.

16. The declaration produced as **P.Exh 2** shows that John and Kongelai appeared before the District Magistrate Kapenguria on 28/11/1979 and executed a joint declaration which amounts to an agreement that Kongelai was selling 3.5 acres to John. I have no reason to disbelieve that the declaration is genuine as no evidence to controvert it was presented by the defendants.

17. A copy of an application dated 21/9/1981 for the Land Control Board's Consent to transfer 3.5 acres from parcel number **West Pokot/Siyoi/28** was produced alongside the Board's Consent to transfer dated

23/3/1982. These documents were not challenged by the defendants. Thirdly, a mutation signed by the District Surveyor on the 7/7/1988 showed that plot number **West Pokot/Siyoi/28** was subdivided into sub-plots one of which was no. **West Pokot/Siyoi/1274** in the year 1992.

18. Plot Number **West Pokot/Siyoi/1274** was later subdivided into two plots **West Pokot/Siyoi "A"/2727** and **West Pokot/Siyoi "A"/ 2728** with plot number **West Pokot/Siyoi "A"/ 2728** having the acreage of 3.5 acres. This plot was sold to Raymond in the year 2002 and later formally transferred to him in 2006.

19. In **Kitale Civil Case Number 267 of 1989**, the Magistrate's Court gave an order that the land comprised in plot number **West Pokot/Siyoi/28** be subdivided and that Koton do transfer to John 3.5 acres.

20. In **Kapenguria SRM Criminal Case Number 627 of 2003**, Koton was convicted for disobeying the lawful court order issued in **Kitale Civil Case Number 267 of 1989**. I take judicial notice that for it to convict Koton, that court, while sitting in that criminal case, must have been furnished with proof that a lawful order had been made in the civil case. In that criminal case Koton was represented by an advocate. Notably there was also no plea during that criminal case that the order alleged to have been disobeyed did not exist or had not been issued by the court in the civil case. Besides, the judgment in the criminal case cites Koton and his kin as having admitted that their father had sold 3.5 acres to John who was the complainant therein. DW2, Raymond, admitted in cross examination in the instant case, that he was a prosecution witness in that criminal case who bought 4.5 acres of land from Koton (the land which was actually transferred to him measures 3.5 acres). Further according to the terms of that order John's share of land was to be located on the spot that had been occupied by John's family.

21. Upon a wholistic review of the record, a sale of 3.5 acres of land to John is undeniable. There is overwhelming evidence that there were contractual relations between John and Kongelai vide which the latter sold the former 3.5 acres of land from plot number **West Pokot/Siyoi/28**.

22. The sale having been found to have occurred the question that this court must answer is whether the plaintiff in this case is entitled to the 3.5 acres comprised in plot number **West Pokot/Siyoi "A"/ 2728** which has been transferred to Raymond.

23. In my view there is sufficient evidence through tracing the history of the subdivisions that the land that Koton sold and transferred to Raymond was the portion meant for John. The plaintiff is an administrator of her husband's estate and in my view there is no doubt whatsoever that she is entitled to the land in that capacity.

(b) Whether the transfer of the suit land to the 2nd defendant was illegal and whether the transfer should be cancelled;

24. To determine the circumstances in which a title can be impeached one needs look at the provisions of **Section 26 of the Land Registration Act** which states as follows:

(1) The certificate of title issued by the Registrar upon registration, or to a purchaser of land upon a transfer or transmission by the proprietor shall be taken by all courts as prima facie evidence that the person named as proprietor of the land is the absolute and indefeasible owner, subject to the encumbrances, easements, restrictions and conditions contained or endorsed in the certificate, and the title of that proprietor shall not be subject to challenge, except-

(a) on the ground of fraud or misrepresentation to which the person is proved to be a party; or

(b) where the certificate of title has been acquired illegally, unprocedurally or through a corrupt scheme.

25. The plaintiff has relied on the case of **Alice Chemutai Too Versus Nickson Kipkurui Korir The Hon The AG. Consolidated Bank Limited, Kericho ELC No 51 of 2014 (OS)** and the case of **Elijah**

Makeri Nyangwara Versus Stephen Mungai Njuguna & Another Eldoret ELC Case Number 609 of 2012 for the proposition that title can be impeached if it is procured through fraud or misrepresentation to which the person is proved to be a party or where certificate of title has been acquired illegally, unprocedurally or through a corrupt scheme notwithstanding the fact that a purchaser of that land is innocent of wrongdoing. I agree that this is the correct position in law.

26. The plaintiff urges this court to find that the title to **West Pokot/Siyoi "A"/2828** was obtained illegally and unprocedurally in view of a subsisting court order which had vested the suit land to the plaintiff's husband. On this basis the plaintiff prays that the 2nd defendant be ordered to vacate the suit land and in default he be evicted therefrom.

27. Was Raymond aware of the state of affairs relating to the suit land?

28. It is clear that the Koton was neighbour to both John's family and Raymond. It has also been established that John's family took possession of the suit land and lived thereon for some time. The very fact that Koton filed a suit, to wit **SRM Civil Case Number 267 of 1989** seeking that John's family be evicted from the land and that a caution be removed is sufficient to establish this fact of possession. John's family must have had houses constructed on the 3 ½ acres and Raymond could not have been oblivious of this. The court has taken note of the admission by the Raymond that when he bought the land there were houses thereon. There was evidence given by the Raymond that Koton moved house after selling the land to the Raymond. The court examined Raymond after the re-examination by his counsel, Mr. Ngeywa, and he had this to say:-

Q: What was on 2727 before he moved?

A: There was a semi-permanent structure where he was living.

29. The houses that were on parcel number **West Pokot/Siyoi "A"/2728** were, according to the evidence of Raymond, demolished by Koton who carried away the materials they had been built of. It is not plausible or safe to presume that Koton had two homes so contiguous to one another. This court finds it credible that the houses on the land that was bought by Raymond belonged to John's family who had left the land owing to what they refer to as tribal clashes that brought insecurity in the area. Besides Raymond testified to having known the plaintiff's deceased's husband as a neighbour who lived across the road and bearing in mind the obviously greater probability of knowing one's neighbours in a rural setting than in an urban setting Raymond must have therefore seen and known that the John had bought the land from Kongelai.

30. There is therefore evidence of illegality in that the title issued to Raymond was obtained contrary to an order that had been given by the court and that Raymond must be presumed to have had notice of the purchase of the land by John before he bought the same from Koton. Subject to the findings in the last issue discussed herein below, I find that the title in the 2nd defendant's name was illegally obtained and it should be cancelled.

(c) Whether the plaintiff's suit is barred by limitation

31. In their amended statement of defence dated **6th March 2017** the defendants aver at **paragraph 9** as follows:

"In view of the averments in paragraph 15, this suit is incompetent vis-a-vis the 1st defendant; and if there was any such order/judgment the same is barred under the law of limitation"

32. The defendants cite **Section 7 of the Limitations of Actions Act** which states that an action may not be brought by any person to recover land after the end of twelve years from the date on which the right of action accrued to him or, if it first accrued to some person through whom he claims, to that person.

33. It is the argument of the defendants that the agreement between John and Kongelai expired on **1st August 1991** for the reason that as at that time John had not moved to court to enforce it. The defendants then address the issue whether there were any orders made on the **18th June 1992** requiring the 1st defendant to transfer 3.5 acres to the plaintiff's husband out of parcel number **West Pokot/Siyoi "A"/ 1274**. They argue that the consent of **18th June 1992** was not adopted as an order of the court save for the lifting of the caution lodged against the title no. **West Pokot/Siyoi/28**.

34. It is clear from the substance of this judgment why the court will reject this argument. It is worth reiterating here again that there is no doubt that John was sued by Koton in **Kitale SRMCC 267 of 1989**, that an order was given therein, that Koton was prosecuted in **Kapenguria SRMCR Case 627 of 2003** for failing to comply with a lawful court order in **Kitale SRMCC 267 of 1989**; and Koton's conviction in the criminal case while, notably, he was represented by a trained advocate could not have occurred without any order having been in existence, or without the trial court having been satisfied of such existence.

35. There was therefore such a consent order in existence.

36. The defendants further argue that without prejudice to their argument as above, the consent order envisaged the acquisition of a Land Control Board consent for subdivision and transfer and that the legal consequence for lack of such consent was that the consent became void for all purposes in accordance with **Section 6** of the **Land Control Act**. For this the defendants rely on the case of **Richard Satia & Partners Vs Samson Sichangi Civil Appeal No 164 of 1995**. They further argue that John was indolent in that whereas the consent order provided for execution of the documents by the executive officer of the court, he did not move the court for such execution and the court of equity should not aid such indolence. They rely on the case of **Koinange Investments Company Limited Vs Ian Kahiu Ngethe and 3 Others NBI Misc. Civil Application No 278 of 2015 (OS)(UR)**

37. The plaintiff's argument against the defence of limitation is that **Section 26** of the **Act** shields the plaintiff where fraud or mistake is involved and the period of limitation does not begin to run until the plaintiff has discovered the fraud or mistake. The plaintiff avers that 12 years from the date of the consent could have elapsed on 17/6/2004 but before that period expired, the suit land got sold to the 2nd defendant on 4/4/2002 and the plaintiff only discovered in the year 2009 that the land parcel no. **West Pokot/Siyoi "A"/2728** was transferred to the 2nd defendant and immediately lodged a caution against the title on 9/9/2009. This was after the suit had been filed in the year 2007. She urges that she had at all times believed that the parcel occupied by the Raymond was parcel no 1633. Therefore she argues that the action for injunction and eviction against the defendants in respect of parcel no. **West Pokot/Siyoi/ 2728** is within time.

38. In my view, the argument about the lack of consent to transfer is effectively neutralized by the existence of **P.Exh 4** which is a consent obtained for the transfer of **1.4 ha** of land out of Land Reference **West Pokot/Siyoi/28**. It appears that the court in **Kitale SRMCC No. 267 of 1989** may not have been made aware of that consent. It is notable from the face of the consent that boundaries to the sold parcel had been "*fixed on the ground.*" The validity of this document was not challenged by the defendants at the trial. They conducted themselves as though it did not exist. They could not explain it away. It matters not to this court what metamorphosis in terms of numbering or description the portion that had been occupied by the plaintiff underwent. The consent of the Land Control Board to transfer 1.4 ha of land remains a fact that the defendants were not able to controvert. Given that there is no provision for expiry of a consent once granted by the Land Control Board, and the length of term stated on the face of it is absolute, the consent remains valid to this day.

39. Besides the above observation, it is not notable that the plaintiff's case is not expressed in the terms of enforcing a consent order. It is a suit against the 2nd defendant for eviction and an injunction against both defendants from interfering with parcel number **West Pokot/Siyoi "A"/ 2278**. The existence of the court order has been pleaded and it merely adds to the evidence that there were contractual relations that were recognized by the court which the 1st and 2nd defendant tried to sidestep for their own selfish purposes.

The defendants' argument on limitation in regard to the court order is therefore neither valid nor relevant in the circumstances.

40. The defendants' defence of lack of Land Control Board Consent and limitation must fail on these grounds.

CONCLUSION

41. Based on the evidence of the parties in this case no other conclusion can be reached other than that Kongelai and John intended to transact, and did indeed enter into a transaction for sale of 3.5 acres of land which John was put into possession of before fleeing the area due to insecurity. The incontrovertible string of documents dating back many years ago supports John's claim. It is also credible that both defendants herein were aware of John's claim over the three acres of land sold to him by Kongelai. It is evident that Koton's acts were, from the time he filed a case for eviction orders, geared at dispossessing John of his rightfully bought share of the land; it is clear that he finally achieved this by causing the change of the number of the suit land to read **West Pokot/Siyoi "A"/2728**. However, it is noted that the land remained as it was on the ground. It is the substance of the agreement between John and Kongelai that mattered. Whatever description the 1st defendant caused to be assigned to the sold land, the land that John had occupied remained unchanged on the ground and John's claim to it remained valid through the years. It is noteworthy that pursuant to the findings above the title held by the Raymond is invalid. The upshot of this is that it has to be cancelled. That will leave the Koton, to whom title was transmitted upon his father's demise, as the registered owner. As it has been found that the land had already been sold to John, Koton does not hold title over the land on his own or another person's behalf except the plaintiff who is the administrator to John's estate. However, I note that Raymond had already paid Koton for some land and he is entitled to either land or a refund of the purchase price.

(d) What orders should issue.

42. Consequently, I enter judgment for the plaintiff against the defendants jointly and severally and I issue the following orders:-

(a) The 2nd defendant shall give vacant possession of the suit land forthwith by removing himself his property and all those claiming under him therefrom failure to which they shall be evicted from the suit land.

(b) The defendants herein or any person claiming through them are hereby permanently enjoined from entering, occupying, ploughing, constructing, wasting and/or dealing in any way in the plaintiff's suit land measuring 3 ½ acres comprised in West Pokot/Siyoi "A"/2728.

(c) The 2nd defendant shall surrender the title issued in his name in respect of parcel number West Pokot/Siyoi "A"/2728 to the Land Registrar of the relevant Lands Registry within 7 days of the date of this judgment for cancellation and destruction.

(d) In default of such surrender as is mentioned in (c) above for any reason whatsoever the Land Registrar shall after issuing the requisite gazette notice notifying all public of the same deem the original title held by the 2nd defendant in respect of West Pokot/Siyoi "A"/2728 as cancelled.

(e) The 1st defendant shall transfer to the plaintiff the land comprised in title No. West Pokot/Siyoi "A"/ 2728 and sign all the documents that would facilitate the registration of the transfer in the plaintiff's favour, and in default the Deputy Registrar of this court shall execute all such documents as would facilitate the registration of the transfer in the plaintiff's favour in her capacity as administrator of the estate of John Githua Muchiri.

(f) The 1st defendant shall within 60 days of this judgment either refund the 2nd defendant the

entire sum paid as consideration to him for the annulled transaction or in the alternative, provide for him alternative land the equivalent in value of the 3 ½ acres that he had purported to sell to him.

(g) The defendants shall jointly and severally bear the costs of this suit.

It is so ordered.

Dated, signed and delivered at Kitale on this **19th** day of **July, 2018**.

MWANGI NJOROGE

JUDGE

19/7/2017

Coram:

Before - Mwangi Njoroge Judge

Court Assistant - Collins

Mr. Kaosa holding brief for Kiarie for the plaintiff

N/A for the defendant

COURT

Ruling read in open court.

MWANGI NJOROGE

JUDGE

19/7/2018