



REPUBLIC OF KENYA

IN THE ENVIRONMENT AND LAND COURT OF KENYA

AT NAKURU

CIVIL SUIT NO. 288 OF 1990

JAMES MACHARIA1ST PLAINTIFF

LUCY MWIHAKI MACHARIA2ND PLAINTIFF

VERSUS

MOHAMMED NAZIR KHANDEFENDANT

JUDGMENT

(Suit by plaintiffs alleging breach of contract of a land sale agreement; plaintiffs alleging that defendant did not pay purchase price within time; completion date in agreement being a date that is before the date that the agreement was signed; the same being clearly erroneous; plaintiffs cannot therefore refer to it to allege breach; payment made in accordance with the agreement; part of the purchase price directed to be paid to a motor company owned by the defendant; plaintiffs alleging that the motor company did not give them good vehicles and attempting to use that to argue that the defendant has not performed his part of the bargain; contract between plaintiff and motor company cannot involve the defendant since the company is a separate legal entity and that was a separate contract; plaintiff's suit dismissed; defendant's counterclaim for possession of the property allowed)

1. This is an old case that was commenced by way of plaint filed on 1 June 1990. It is sad that it is being decided about 26 years later. The two plaintiffs are husband and wife. They pleaded in their plaint that by a written agreement dated 15 September 1989, they agreed to sell their land parcel Nakuru Municipality Block 12/165 to the defendant at a price of Kshs. 650,000/=. It is pleaded that on execution, they were paid Kshs. 50,000/= leaving a balance of Kshs. 600,000/= which was to be paid in the manner stipulated in the agreement. It is averred that it was an express term that the completion date would be 5 September 1989, time being of essence. It is pleaded that the plaintiffs executed the documents of transfer and the defendant caused the property to be transferred into his name. It is further pleaded that it was an express term that a sum of Kshs. 326,000/= would be paid to Nathu Khan & Company on behalf of the plaintiffs upon successful registration of the transfer and the additional balance of Kshs. 274,000/= was to be paid to the plaintiffs. It is pleaded that the defendant, who was the managing director of Nathu Khan Ltd, frustrated the transaction for which money was to be paid to Nathu Khan Ltd and the consideration totally failed, and therefore, the money due to Nathu Khan Ltd became payable to the plaintiffs. It is averred that this money has not been paid and the transaction has not been completed within the time stipulated in the agreement. It is contended that the agreement is therefore null and void. In the suit, the plaintiffs have asked for the following orders :-

- i. *The sale and subsequent transfer of all that piece of land known as title No. Nakuru Municipality*

Block 12/165 to the defendant be declared null and void.

- ii. *The registration of the defendant as the proprietor of the said piece of land be nullified and cancelled accordingly.*
- iii. *The defendant be ordered to surrender the documents of title to the plaintiffs and to execute a transfer of the said piece of land in favour of the plaintiffs or*
- iv. *Alternatively the Deputy Registrar of this Court do execute a transfer of the said piece of land in favour of the plaintiffs.*
- v. *General Damages for breach of agreement.*
- vi. *Any other or alternative relief this Honourable Court may deem fit to grant.*

2. The defendant entered appearance and filed defence and Counterclaim. He averred that although the completion date was 15 September 1989, the same was expressly and/or by implication extended until the suit land was duly transferred to the defendant. He further pleaded that the sum of Kshs. 274,000/= was disbursed as per the instructions of the plaintiffs to their Advocate Mr. S.M. Karia. He denied having frustrated the transaction and pleaded that Nathu Khan Ltd was a separate legal entity and he cannot be answerable for matters between the company and the plaintiffs. In his counterclaim, the defendant sought for orders of vacant possession of the suit premises, mesne profits from 8 January 1990 to delivery of possession, damages for breach of contract, and interest.

3. A Reply to Defence and Defence to Counterclaim were filed where issues were joined. It was also pleaded that it was a term of agreement that possession would only be given after full payment of the balance.

4. Trial commenced on 15 June 2015. Both plaintiffs testified. PW-1 was the first plaintiff, James Macharia. He testified that he and the second plaintiff currently reside in California, in the USA. He testified that they still have possession of the suit property where they have constructed a residential house which is leased out. He testified that the defendant wished to purchase the property and they entered into the sale agreement on 5 June 1989. He testified that the agreement was drawn by Mr. S.M. Karia who was the advocate of the defendant. He stated that the completion date was to be 5 September 1989 but this was not honoured. The selling price was Kshs. 650,000/=. Kshs. 50,000/= was paid on signing of the agreement. Kshs. 326,000/= was to be paid to Nathu Khan Ltd where they were buying vehicles and Kshs. 274,000/= was to be paid to the plaintiffs. He testified that apart from the initial Kshs. 50,000/= the defendant did not pay anything else until the completion date lapsed. He did not give possession of the property because according to him, the defendant had to pay first before taking possession. They had however signed blank transfer forms which they left with Mr. Karia and the defendant transferred the property to himself. They felt that Mr. Karia was favouring the defendant and they appointed Mr. Kagundu as their new counsel.

5. The plaintiff testified that on 23 April 1990, the defendant came to the suit land and chased away his people. PW-1 then reported to the Chief at Lanet, and a meeting was held. A new agreement was then prepared and signed. He testified that in the original agreement, Kshs. 326,000/= was to be paid to Nathu Khan Ltd for them to purchase three vehicles. They were used vehicles and it turned out that they were defective. He testified that in the agreement before the Chief, it was agreed that these three vehicles would be returned for one new one. He stated that the defendant never gave him the new vehicle but took away the old vehicles. On 23 April 1990, he wrote to the defendant, asking that he either performs as agreed before the Chief or he gives cash of Kshs. 410,000/=. There was no response. A second letter dated 9 May 1990 was also ignored.

6. In the year 1999, he had a discussion with the defendant. He asked for the Kshs. 410,000/= and Kshs. 950,000/= as compensation, for a house had now been developed, and Kshs. 240,000/= which he had deposited in court (on 29 September 1998), in total, Kshs. 1.6 Million. He stated that the defendant agreed to this. His advocate did write a letter to the defendant on this issue.

7. In cross-examination, PW-1 admitted that in the agreement, his advocate was stated to be Mr. Karia. He was also the advocate for the purchaser/defendant. He testified that both agreement and the plaint give the date 15 September 1989 as the date of the agreement but the agreement gives the completion date of 5

September 1989. He agreed that the balance of Kshs. 326,000/= payable to Nathu Khan Ltd and the sum of Kshs. 274,000/= were to be paid after registration of the property in the name of the defendant. That was the reason for executing the transfer forms before hand. He stated that Mr. Karia handled the transfer. He testified that when the premises was sold, it was vacant and only had temporary structures. He was shown a letter dated 24 January 1990 from the defendant to Mr. Karia depositing a cheque of Kshs. 655,983/= but he stated that at that time, he had already changed advocates to Mr. Mukunya. His view was that this payment was made after expiry of the payment period. In the letter it was stated that this money should not be paid until vacant possession is given. He denied receiving a demand letter dated 10 April 1990 from S.M. Karia threatening court action because he had not given vacant possession. He was shown a letter dated 24 May 1990 from Mr. Karia to Mr. Kagondu which suggested that payment was being withheld for want of vacant possession. To him this letter was irrelevant as the payment period had lapsed.

8. He stated that his lawyer did write a letter on 23 April 1990 asking for the balance of Kshs. 410,000/=. He stated that this was based on a negotiation for a new deal but he could not recall the how this sum was being arrived at. He stated that despite this letter, he still regarded the agreement as having expired on 5 September 1989 and the same was never renewed. He was only trying to settle the matter.

9. He viewed Nathu Khan & Co. as part and parcel of the agreement as the defendant was operating as Nathu Khan & Co. He was dealing with the same person who was to give him the vehicles. He was dealing with the defendant as purchaser irrespective of his different titles.

10. He testified that his wife did not sign the latter agreement before the Chief and she never attended.

11. He testified that he has built a two-bedroomed house on the suit property and he receives rent of Kshs. 20,000/= per month.

12. PW- 2 was the 2nd plaintiff. She testified that the agreement was entered into on 5 June 1989. At the time of agreement, they also signed the transfer forms. She never received any communication from Mr. Karia after this.

13. In cross-examination, she testified that although the agreement is dated 15 September 1989, they actually signed it on 5 June 1989. It was not dated when they signed it. She stated that the date given in the plaint was that which was written in the agreement. She testified that the balance of the purchase price was to be paid after the transfer. Apart from the Kshs. 50,000/= initially paid, she was not aware of any other money having been paid. She was also not aware of other transactions that her husband may have entered into and was not aware of the dealings with Nathu Khan Company. She stated that she did not sign the agreement before the Chief.

14. In his evidence, the defendant recalled the agreement which he stated was done on 15 September 1989. The purchase price was Kshs. 650,000/= and he paid the deposit of Kshs. 50,000/=. He testified that of the balance of Kshs. 600,000/=: Kshs. 326,000/= was to be paid to Nathu Khan & Co. and Kshs. 274,000/= to the sellers. He testified that this balance was to be paid after the transfer. He stated that he did pay the balance through a cheque of Kshs. 655,983/= which he sent on 24 January 1990 directly to Mr. Karia. The money was acknowledged by Mr. Karia on the same day. He testified that Mr. Karia was acting for both himself and the vendors. He stated that the first payment of Kshs. 50,000/= was made on 13 September 1989 on signing of the agreement. He testified that he was to get possession on successful registration and this was a condition in the agreement. The land was transferred to him on 17 January 1990 but he did not get possession. He did not get possession despite paying the balance on 24 January 1990. According to him, he paid in full through the advocate. He refuted the agreement entered into before the Chief. He stated that the 1st plaintiff had complained about the state of the vehicles that he received from Nathu Khan & Co. and he offered to provide a new vehicle. According to him, only a Memorandum of Understanding was drawn but not an agreement. He stated that they were friends and this was a mutual understanding.

15. On the demand for the sum of Kshs. 410,000/= made on 23 April 1990 by the plaintiffs, he stated that

by this time, he had paid all the money. When he bought the property, there were no developments save for a small out-house.

16. On the dates in the agreement, he stated that the agreement was made on 15 September 1989 and the completion date of 5 September 1989 in the agreement must be an error. He stated that there was no agreement in June 1989. He stated that he had not received any information that the vendors had changed lawyers and he paid the balance through their advocate, Mr. Karia.

17. In cross-examination, he testified that he signed the agreement at the same time with Mr. Macharia. He could not recall if his wife was present. On the balance, of the purchase price, he stated that Kshs. 326,000/= was received by Nathu Khan & Co. from Mr. Karia. He stated that he was informed that Mr. Karia had paid another sum of Kshs. 190,000/= to Samcon Motors on behalf of Mr. Macharia. He denied that the transfer instrument was signed on the same date the agreement was signed. He stated that it was Mr. Macharia who reported the matter to the Chief and denied having made an earlier complaint to the Chief.

18. DW- 2 was Mr. Sandeep Manilal Karia. He is an advocate of the High Court of Kenya. He testified that he has been in practice since the year 1983. He testified that the agreement was made on 15 September 1989. He is the one who drew the agreement and was acting for both parties. He testified that Kshs. 50,000/= was paid on execution of the agreement; Kshs. 326,000/= was to be paid to Nathu Khan upon successful registration of the transfer and Kshs. 274,000/= was payable to the vendors again after the transfer. He stated that the transfer was signed on 8 January 1990 and he registered the transfer on 17 January 1990. Upon transfer, he wrote to the defendant asking for the balance. He did receive the money on 24 January 1990 inclusive of his fees. He paid to Nathu Khan Ltd Kshs. 326,000/= on the same day. This left a balance of Kshs. 274,000/=. Of this sum, he testified that the 1st plaintiff gave him written instructions to pay Samcon Ltd the sum of Kshs. 190,000/= and he proceeded to pay out this sum. This left a balance of Kshs. 84,000/=. Against it were arrears of rent and rates which were payable by the plaintiffs in the sum of Kshs. 25,370/= leaving the sum of Kshs. 58,630/=. He stated that he is still holding this money to date. He stated that he wrote to the plaintiffs on 10 April 1990 asking for vacant possession. He also did write to Mr. Kagondou on 24 May 1990 on the issue and stated that he would only release the balance once vacant possession was given. He was ready to send the money to Mr. Kagondou upon his professional undertaking but no undertaking was forthcoming. He stated that he has to date not received communication that the plaintiffs are willing to give vacant possession.

19. On the date of 5 September 1989 given as the date of completion in the agreement, he testified that this was an error. He explained that this was probably because the agreement had been drawn earlier but the parties had not executed it. He stated that no party was prejudiced as everything was done after this date. He was of the view that the transactions with Nathu Khan Ltd were separate transactions.

20. In cross-examination, he testified that he did write that the defendant was not in a position to refund the money paid to Nathu Khan Ltd. He did acknowledge receipt of a letter dated 24 January 1990 from Nathu Khan Ltd instructing him not to release the money until settlement of outstanding accounts. He did not follow up on this as he had already started paying off the balance according to the agreement. He did not heed these instructions as Nathu Khan Ltd were not his clients and were not parties to the agreement. He stated that he had obligations under the agreement. He stated that he did account for the sum of Kshs. 25,370/= to the plaintiffs. He reiterated that he was acting for both parties to the agreement. He was cross-examined on a sum of Kshs. 60,630/= contained in a letter, the letter dated 24 May 1990, (defence exhibit No. 9) and he stated that this was an error as the correct balance is Kshs. 58,630/=. He stated that the letter of 23 April 1990 asking for the balance of Kshs. 410,000/= impliedly acknowledged the sum of Kshs. 190,000/= paid to Samcon.

21. I questioned the witness on whether it was a term of the contract that the balance be paid to him and he pointed me to Clause 3 of the agreement which provided that he will be the stakeholder.

22. I invited both Mr. Wambeyi for the plaintiffs, and Mr. Kisilah for the defendant to make submissions and they both made fairly elaborate and well researched submissions. I have been enriched by the same

and they have enabled me appreciate the issues. I have also taken note of the various authorities relied upon by counsels. In his written submissions, Mr. Kisilah, learned counsel for the defendant, drew five issues as follows :-

- i. Whether indeed the defendant paid the entire consideration.
- ii. Whether there was a breach of the agreement and if so by which party.
- iii. Whether the transfer of the parcel to the defendant was valid or void.
- iv. Whether the plaintiffs are entitled to the orders facilitating reversion of the property to themselves.
- v. Whether the defendant is entitled to the orders in the counterclaim

23. Mr. Wambeyi omitted issue (d) above but I think both counsels more or less agree on the issues at hand. I do not have much problem with the above only I will not deal with them in the manner drawn by counsel. I opt to discuss various aspects of the agreement and evidence, but I trust that at the end of it, I will have addressed all the issues raised by counsel.

24. I choose to start with the question of when the agreement was drawn. Varying dates were given by the parties. PW-1 did testify that the agreement was drawn and signed on 5 June 1989. His take was completion was therefore to be on 5 September 1989. This was also the date given by PW-2 in her examination in Chief. The defendant was not too sure. He gave 13 September 1989 and 15 September 1989. DW-2 who is the advocate who drew the agreement stated that it was drawn on 15 September 1989. He however received the Kshs. 50,000/= on 13 September 1989.

25. I have looked at the agreement. It is dated 15 September 1989. The same agreement however has a completion date of 5 September 1989. There is clearly an error in the agreement. I think on this aspect, I do believe DW-2, the advocate who drew the agreement, when he stated that the agreement had been drawn much earlier but had not been executed, and was only executed on 15 September 1989. The plaintiffs cannot assert that completion was to be on 5 September 1989, when in fact, the first deposit of Kshs. 50,000/= was made on 13 September 1989, just before the date of 15 September 1989. The date of 15 September 1989 as the date of the agreement is also that which is pleaded by the same plaintiffs in their plaint. On my part, I take it that the agreement was executed on 15 September 1989 and I will take this to be the date of the agreement.

26. The other thorny issue is the completion date. Now with the date of 15 September 1989 being the date of the agreement, it cannot be said that the completion date was to be 5 September 1989, for at this time, the agreement had not been drawn. I think completion in this regard, has to be construed from the special conditions of the agreement which are as follows :-

1. *Mode of payment :*

- (i) *Kshs. 50,000/= to be paid to Vendor on the signing of the Agreement.*
- (ii) *Kshs. 326,000/= to be paid to Nathu & Company upon successful registration of Transfer.*
- (iii) *Kshs. 274,000/= to be paid to the vendor after successful registration of Transfer.*

2. *Possession : The purchaser shall obtain possession of the plot after successful registration of the transfer and upon payment of the balance of the purchase price hereof in full.*
3. *Consent : The vendor shall before the completion date i.e 5.9.1989 obtain the consent of the commission of land to transfer the plot in favour of the purchaser.*
4. *Land Rent & Rates : The vendors shall be liable to clear all land rent and rates upto 30th August, 1989 and the purchaser shall be liable for the same thereafter the arrears hereof shall be paid by S.M. Karia from the monies deposited hereof on behalf of the vendor and the same shall be deducted when payment of the purchaser price is remitted.*
5. *Stamp Duty, Registration Fees etc : The purchaser shall be liable to pay the stamp duty,*

registration and all other expenses incidental to the transfer of the plot hereof.

6. *The Advocate fees hereof shall be paid by the purchaser.*

27. From the above, it is my interpretation of the agreement that a lot depended on the date of registration of the transfer. The balance of the purchase price, as may be noted in Clause 1 of the special conditions, was payable upon successful registration of the transfer. Possession at Clause 2 of the agreement was to be obtained after successful registration of the transfer and upon payment of the balance of the purchase price in full. I also note that the agreement does provide that the advocate for the vendor and the advocate for the purchaser is S.M. Karia.

28. The transfer was registered on 17 January 1990. It followed that the balance then fell due, and upon payment of the balance, possession was to be given by the vendors.

29. The next question inevitably is whether the balance was paid. The position of the plaintiffs was that the money was never paid before the completion date which to them was 5 September 1989. But I have already held that this cannot be the completion date. It doesn't help the plaintiffs to continuously harp on this date, because clearly, it is an erroneous date. In his evidence, PW-1 stated that he asked for payment sometimes in October 1989, but even if he did, he couldn't do so under the agreement, because the balance only became due after the registration of the transfer and the transfer was registered on 17 January 1990. It is after this date that the vendors could now demand payment. When PW-1 was shown the letter dated 24 January 1990 forwarding the sum of Kshs. 655,983/= to Mr. Karia, his response was that at that time Mr. Karia was not his advocate and that he had changed advocates to M/s Kagondou & Mukunya Advocates. He however agreed in cross examination that there was nothing to show that he had changed counsel. The first correspondence from the firm of M/s Kagondou & Mukunya came on 23 April 1990 way after the payment of Kshs. 655,983/= had been made. I am not persuaded by the plaintiff that at this time Mr. Karia was not acting for him.

30. I think through the cheque of Kshs. 655,983/= the defendant made full payment of the balance of the purchase price. I cannot fault him for paying this money to Mr. Karia as Mr. Karia also acted for the plaintiffs. If Mr. Karia was not acting for the plaintiffs at this point in time, I do not see how the 1st plaintiff could have requested him to pay to Samcon Motors the sum of Kshs. 190,000/=, which appears to have been paid by Mr. Karia on his behalf. I do not think there is any contention about payment of this sum, in as much as the plaintiffs chose to be very silent about it in their evidence. The evidence that it was paid is revealed in the letter dated 23 April 1990 demanding payment of Kshs. 410,000/= as the balance. This sum of Kshs. 410,000/= can only have been obtained after deducting the sums of Kshs. 50,000/= being the initial deposit, and the sum of Kshs. 190,000/= which can only mean the amount paid to Samcon Motors by Mr. Karia on behalf of the plaintiffs. In essence it means that Mr. Karia had full instructions from the plaintiffs to receive the balance of the purchase price which he did and distributed in accordance with his instructions.

31. I think the contention, and the differences between the plaintiffs and defendant, came about with the money that was due to be paid to Nathu Khan Ltd and the consideration thereof. I think the plaintiffs felt that they did not get good value from Nathu Khan Ltd on this payment of Kshs. 326,000/=. But that cannot be visited upon the agreement. The instructions in the Agreement was that Nathu Khan Ltd was to be paid the sum of Kshs. 326,000/=. I do not think that there can be any contention that Mr. Karia did not pay this money in accordance with the instructions in the agreement. I have seen the letter dated 24 January 1990 vide which Mr. Karia enclosed a cheque for the sum of Kshs. 326,000/= payable to Nathu Khan Ltd. That was the instruction in the agreement and it was being complied with by the Advocate. Whether or not the plaintiffs got value for this sum of Kshs. 326,000/= is completely irrelevant. If they felt that this money was not accompanied by the requisite consideration on the part of Nathu Khan Ltd, then their avenue ought to have been to sue Nathu Khan Ltd for this sum. It was not open for them to now renege on the agreement simply because the defendant happened to be a Director of Nathu Khan Ltd. Nathu Khan Ltd and the defendant were different persons following the Company Law principle that a company is a separate legal entity from its owners and directors.

32. It appears that the 1st plaintiff was peeved by the three motor-vehicles that he received from Nathu

Khan Ltd in consideration of this sum of Kshs. 326,000/=. That is why he went to complain to the Chief. At the Chief's office, it appears as if an understanding was reached that the motor-vehicles would be exchanged for a new one. It cannot, by any stretch, be said that this was an addendum to the agreement that the parties made on 15 September 1989. It will fail for the sole reason that the 2nd plaintiff, who signed the initial agreement, was not a party to it. At best, it can only be considered as a mediation, aimed at settling the differences that had arisen because of the condition of the three motor-vehicles initially given to the plaintiffs. It did not in any way affect the agreement that the parties executed on the sale of the suit land. But as I have said, the issue of the three motor-vehicles was an issue that was between Nathu Khan Ltd and the plaintiffs, and did not involve the defendant at all. The plaintiffs could not vent their chagrin, on this separate motor-vehicle agreement, upon the defendant and use it to go back on their promise in relation to the sale of the land.

33. Was there any breach of agreement on the part of the defendant or plaintiffs ?

34. My answer to this question is that there was no breach of agreement by the defendant. His obligation under the agreement was to pay the purchase price which he duly did. He was to pay the balance upon registration of the transfer and he did pay, just about 7 days after the transfer, which to me is prompt payment.

35. The obligation of the vendors after payment was to give vacant possession. Despite being informed of the payment of the balance, they did not give vacant possession. In fact, they asserted their presence on the property even more by developing a house. They could not complain about not being paid when they had been informed that their money was with Mr. Karia. All they needed to do was to go and collect it. They did not and they cannot now be heard to complain.

36. They needed to give vacant possession immediately the balance of the purchase price was paid which was on 24 January 1990. It was wrong for them to continue being in possession thereafter and this was a breach of contract on their part.

37. What remedies should be given ?

38. The plaintiffs in their suit asked for the agreement to be declared null and void. I am afraid that there is no basis for doing so. They also asked that the registration of the defendant as proprietor be cancelled. Again there is no basis for doing so, as the defendant became registered as proprietor following the terms of agreement and has fulfilled his obligations under it. There having been no breach by the defendant, the plaintiffs cannot ask for general damages for breach of contract.

39. My view is that it is the plaintiffs who were in breach of contract by failing to give vacant possession. In his counterclaim, the defendant asked for a declaration that the sale agreement is valid and that the plaintiffs be held in breach of contract. I have seen nothing wrong in the agreement and a declaration is issued that it is a proper agreement. I have already found the plaintiffs to be in breach for failure to deliver vacant possession. The plaintiffs have continued to use and receive benefit from the suit property when the same ought to have been with the defendant. I am of the opinion that the defendant needs to be compensated for the loss that he has incurred and he can be compensated if he is awarded mesne profits. It was said that the property now attracts rent of Kshs. 20,000/=. The defendant did not bring any evidence to show that this is not what is being received at the moment. I will therefore assess mesne profits at Kshs. 20,000/=. I will however discount this by $\frac{1}{2}$ since this sum must have been much lower in the 1990s. I choose to calculate mesne profits in the sum of $\text{Ksh. } 20,000 \times \frac{1}{2} \times 16 \text{ years} \times 12 \text{ months} = \text{Kshs. } 1,920,000/=$. This sum shall attract interest at court rates from 2 July 1990 which is the date that the counterclaim was filed. I have discretion to give an award of general damages, which has been prayed for by the defendant, and I feel that in the circumstances of this case, the plaintiffs ought to pay general damages in the sum of Kshs. 2 Million, given the nature of the property which is in an up-market area. This sum shall attract interest at court rates from the date of this judgment. I further order the plaintiffs to vacate the suit property within 14 days from today and in default they be evicted from the property.

40. The defendant shall also have costs of both suit and counterclaim.

41. Judgment accordingly.

Dated, signed and delivered in open court at Nakuru this 10th day of May, 2016.

MUNYAO SILA

JUDGE

ENVIRONMENT & LAND COURT

AT NAKURU

In presence of: -

Mr. Mukira holding brief for Mr. Wambeyi for plaintiffs.

Mr Geoffrey Otieno holding brief for Mr Kisilah for defendant .

CA: Janet

MUNYAO SILA

JUDGE

ENVIRONMENT & LAND COURT

AT NAKURU