



REPUBLIC OF KENYA

IN THE ENVIRONMENT AND LAND COURT AT NAIROBI

MILIMANI LAW COURTS

ELC NO. 675 OF 2011

IN THE MATTER OF SECTION 17 OF THE MARRIED WOMEN'S ACT 1882

AND

IN THE MATTER OF SECTION 3(1) OF THE JUDICATURE ACT CAP 8 LAWS OF KENYA

AND

IN THE MATTER OF DIVISION OF MATRIMONIAL PROPERTY

BETWEEN

G A A.....PLAINTIFF

VERSUS

Z T G.....DEFENDANT

JUDGMENT

The suit was instituted by an Originating Summons dated **25th November 2011**, which was later amended and filed on **17th November 2012**. Thereunder the Plaintiff seeks orders that:

- 1. The Court be pleased to declare that the immovable property known as L.R. No. [particulars withheld] be included in the schedule as joint property of the Plaintiff and Defendant.***
- 2. The Court be pleased to order that the immovable property known as L.R. No. [particulars withheld], be divided equally between the Plaintiff and Defendant.***
- 3. The Deputy Registrar be empowered to sign any document that the Defendant may refuse to sign.***
- 4. That an order do issue declaring that the Defendant is accountable to the Plaintiff for the proceeds of L.R. No. [particulars withheld], and the same be paid to the Plaintiff or the Plaintiff's share thereof be debited from the Defendant's share of L.R. No. [particulars withheld].***

5. *The Court be pleased to make such further orders as the interest of justice may require.*

The application is premised on the grounds that **L.R. No. [particulars withheld]**, (the suit property) was acquired through the joint efforts of the parties during the course of their marriage but registered solely in the name of the Defendant. Further that it was developed during the marriage with the Plaintiff's direct and indirect contribution. However, that the Defendant has threatened to dispose off the suit property in total disregard of the Plaintiff's interest.

The application is supported by an affidavit sworn by the Plaintiff. It is the Plaintiff's case that their marriage was dissolved in Eritrea but that during the course of their marriage, they acquired the suit property and ten heavy trucks through their joint efforts. The Plaintiff listed her contribution to the acquisition as helping to establish, run and manage the heavy truck transport business solely involved in the day to day running of the business from its establishment in **1984 to 1990**; participated in the negotiation and financing the purchase of the suit property and the heavy trucks.

The Plaintiff deposed that she did not draw a direct salary from the transport business but would benefit from allowances given by the Defendant for the household provisions, maintenance of the children and herself, since the Defendant had the ultimate control over the family finances. In addition to the acquisition of the family assets, she attended to the household duties including ministering to the Defendant's needs. The Plaintiff elaborated that she would wake up at 4:30am to prepare the children for school and open the transport business at 7:00am. However, that she would spend a few hours at the business because of the demands of the raising the children. It was deposed that the Defendant has been receiving a monthly rent of **Kshs. 100,000/-** from the suit property but failed to account for the same. She contended that by virtue of her efforts in the acquisition of the properties, she was entitled to a declaration that the said properties are jointly owned.

In response, the Defendant swore a Replying Affidavit filed on **27th August 2013** wherein he notified the Court that the Ethiopian Calendar is **7 years** behind the Kenyan Calendar. He deposed that they got married in **1968** and, at the instance of the Plaintiff, divorced on **15th April 1972** Ethiopian Calendar (**1979 Kenyan Calendar**) following the dissolution of their marriage at the **Regional Court of Asmara Province of Eritrea Civil File No. 880/71**. Upon dissolution of the marriage, the matrimonial properties were divided as ordered by the Court. Thereafter, he sold his share of the properties and left for Kenya in **1980** where he invested the monies received from the sale of the distributed properties and registered a company known as *[particulars withheld]* **in 1982**.

It was the Defendant's deposition that due to the civil strife in Ethiopia, the Plaintiff in **1983** requested to come to Kenya and live with the children for 3 months. But at the lapse of the 3 months, she declined to return because of the situation in Ethiopia. The Defendant maintains that he accepted the Plaintiff's request to stay as a mother of his children and not his wife. In **1990**, they migrated to Canada together with the Plaintiff to enable her accompany the children. The Defendant maintained that the suit property is not matrimonial property as he acquired the same on **28th June 1988**. Further, that the transfer was registered on **1st July 1988** during which time there was no marriage between them. He deposed further that the Plaintiff did not contribute towards the acquisition of the property and neither is she a partner of *[particulars withheld]*.

The Defendant referred the Court to the proceedings of **Eritrea Court Civil File No. 4245/07**, annexed and marked "ZTG 3" wherein he deposed that the Plaintiff filed the proceedings seeking dissolution of marriage for the second time claiming that they remarried after their divorce in **1972** Ethiopian Calendar (**1979 Kenyan Calendar**). It was deposed by the Defendant that the Court upheld his Preliminary Objection and dismissed the suit holding that there was a legal marriage between the parties in **1968 Geez Calendar**, which was dissolved by **Awraja Court** on **15th April 1972**. Further, that there was no evidence of a new marriage or reconciliation agreement to prove a relationship after the divorce in **1972**.

The Plaintiff swore a Further Affidavit on **3rd June 2013** wherein she deposed that the Defendant was deliberately misleading the Court by asserting that there was no marriage between them in **1988** when the

property was acquired. She admitted that their marriage was dissolved in **1972**, Ethiopian Calendar (**1979 Kenyan Calendar**). However, that after the dissolution of their marriage the Defendant begged her to reconcile and remarry him so that they could move to Kenya where they would start a joint business and bring up their children together. Upon moving to Kenya, they started their business under [*particulars withheld*] dealing with import, export, transport and also as commission agents.

The Plaintiff referred the Court to annexure marked “GAA5” deposing that the Defendant wrote to the **Head of Civil Status and Census Section, Municipality of Asmara**, and requested for their Marriage Certificate confirming that they had moved to Kenya and has since reconciled and were living together as husband and wife. Upon their reconciliation, the **City Council of Asmara** entered their marriage in its records clearly indicating that they had reconciled and were living together. The Plaintiff deposed further that their last born child was born on **15th October 1984** at **MP SHAH Hospital**, Nairobi.

The Plaintiff admitted that her claim for dissolution of marriage after reconciliation in **Civil Case No. 4245 of 2007** was dismissed. However, that she appealed against the said decision in the **High Court of Asmara** which Court overturned the ruling of the Regional Court declaring that they had renewed their marriage in Kenya thus legally recognized as husband and wife. The said Court thereafter referred the matter for adjudication by the family arbitrators. Subsequently, their marriage was dissolved on **10th July 2009** and a further order of sharing matrimonial property was made on **14th September 2009**. The Plaintiff deposed that even the entries in the immigration documents to the Kenya and Canada Authorities shows that the Defendant confirmed that she was his wife and therefore the assertion that the Defendant filled the forms to facilitate her travel is an afterthought and deceit with the intention of misleading the court. The Plaintiff reiterated that the Defendant was her husband and that the property was acquired during the covertures. Further that after the dissolution of their marriage in **2009**, they shared the matrimonial properties in Ethiopia and Canada and thus, that the Defendant was out to frustrate her efforts to get her rightful share of the Kenyan property.

In evidence, the Plaintiff testified that the Defendant moved to Nairobi in **1981** leaving her and the children behind. They later joined him in **1983** and they lived together at Riverside Drive as a family. They ran a business of transport and selling plastics and they rented two apartments, one which acted as a store until they purchased the store in Kombo Munyiri Road (*the suit property*). It was her evidence that she was the one working in the stores while the Defendant worked in Industrial Area. They later moved to Canada in **1990** where their children attended school. The Plaintiff testified that they separated in **1979**, but reconciled in **1981**, and they lived together until **2007** when she filed for a second divorce. Subsequently, they shared the properties in Eritrea and Canada and the suit herein is for purposes of getting her share of the Kenyan property.

On cross-examination, the Plaintiff asserted that she made direct and indirect contribution towards the purchase of the property and that they ran their business using monies from the properties they sold in Eritrea following the divorce. The Plaintiff admitted that she did not know the cost of the suit property or its previous owners neither did she accompany the Defendant to purchase the heavy trucks. However, she contended that she helped finance the purchase of properties as well as assisted in running the businesses.

The Defendant testified that they first divorced in **1979**, and shared their properties equally. He moved to Nairobi and set up the company [*particulars withheld*] in **1982**. The Plaintiff moved to Kenya in **1983** and stayed with him and the children. It was his evidence that they remarried in **1990** until **2007** when they divorced a second time. Thus, there was no marriage between the years **1979 – 1990**. The Defendant testified that he purchased the suit property in **1986** and charged it to Barclays Bank of Kenya thereafter the transfer was effected in **1988**. He refuted the claim that the Plaintiff assisted in the purchase of the property and further denied that she ever worked in the store on the suit property.

On cross-examination, the Defendant testified that the Plaintiff moved to Kenya in **1983**, and they got their last child in **October 1984**. Further, that she used to cook and cater for the children who attended [*particulars withheld*] School. He testified that they did not reconcile until **1990**, when they were relocating to Canada. The Defendant admitted that based on the letter dated **2nd May 1989**, he got the marriage certificate which he presented to the Canadian Authorities and they were granted immigrant

forms and were regarded as husband and wife.

The Defendant stated that he ran the businesses and that the office was downstairs of their apartment in Riverside Drive before it was moved to Kombo Munyiri Road. He admitted that the Plaintiff would come by the office to bring tea and food to him and the staff but that she did not work with them. In re-examination, the Defendant stated that from **1983 to 1990**, the Plaintiff lived with him as a friend and the mother of his children but that they were not married. He however admitted that they got a child in **1984** and that the Plaintiff would cook and cater for the children.

After calling evidence, parties filed their written submissions. Kenyatta Odiwuor & Co. Advocates for the Plaintiff filed submissions dated **8th April 2015**. Counsel submitted that the two issues for determination; whether there was a valid marriage between the Plaintiff and Defendant between the years of **1983 to 1990** and secondly, whether the suit property was matrimonial property entitling the Plaintiff to an equal share. Counsel referred to the letter by the Defendant dated **2nd May 1989**, submitting that it captured the true nature of the relationship between the parties whilst they resided in Kenya, which is that they lived as man and wife. Counsel also referred to a Certificate of Registration issued to the Plaintiff on **17th January 1985**, by the Kenyan Government under the **Aliens Registration Act, 1973**, which indicated the marital status of the Plaintiff as married. It was further submitted that the photographs in the Plaintiff's bundle of authorities also depicted the parties' union as a marriage and not a mere friendship. Therefore, the court would presume from the conduct of the parties that there was a subsisting, legal and valid marriage.

On the second issue, counsel submitted that the suit property qualifies as matrimonial property having been acquired during the period which the parties cohabited. As to whether the Plaintiff was entitled to an equal share of the suit property, counsel submitted that the Court was obliged to consider both the monetary and non-monetary contribution of each party. Thus, the Plaintiff was entitled to 50% of the property having demonstrated the direct and indirect contribution towards the purchase. Counsel submitted that the jurisprudence in the division of property had changed with the Courts giving a progressive interpretation of the old and new Constitution, upholding the equality of parties before, during and after the marriage. In support of this submission, counsel cited the case of **C.M.N v A.W.M ELC Nairobi No. 208 of 2012 (2013) eKLR** where the Court held:

“However, the legal landscape has since changed so that it is no longer a question of how much each spouse contributed towards the purchase of the matrimonial property which matters....Essentially, the foregoing legal provisions seek to change the position previously prevailing in which the Court considered the level of financial contribution made by each spouse in deciding what percentage to apportion to them. The legal provision in force now requires this court to apply the principle of equality instead. This Court is duty bound to share the suit property equally between the Plaintiff and the Defendant.”

Ng'ani & Oluoch Advocates for the Defendant filed submissions dated **15th May 2015**. Counsel submitted that by the evidence adduced before Court, there was no marriage between the parties at the time the suit property was acquired. As to whether the parties would be considered to have been cohabiting during the said period, counsel referred to the **Marriage Act**, to define the term Cohabit, as:

“Cohabit means to live in an arrangement in which an unmarried couple lives together in a long term relationship that resembles marriage.”

It was submitted by Counsel that the evidence of the Plaintiff's entry to Kenya was in **1985** the same year when the suit property was purchased and therefore even if the Court were to find that there was cohabitation, there was no long term relationship between them by the time the suit property was acquired. Counsel submitted that it was material to the Court on the alleged start of cohabitation and the date of acquisition of the suit property. In support of this submission, Counsel cited the case of **UMM v IMM, Busia HCCC No. 39 of 2012(2014)eKLR** where the Court held:

“Then there is Plot No. (Particulars withheld) the property is not developed, it is registered in

the name of I. and it was bought on 14th November 1990. This would be 14 days into the Marriage. The Plaintiff did not give any evidence of any financial contribution towards its purchase. It seems to me that although acquired during the coverture, it was acquired in the very nascent days of the union and in the absence of any proof of monetary contribution by U. it would be inequitable to hold otherwise than that the property was acquired wholly by I.”

Learned counsel cited **Sections 6 & 7 of the Matrimonial Property Act** submitting that for a property to be considered matrimonial, there must have been a marriage and the property must have been acquired during the subsistence of the marriage. Further, its sub-division is based on the rate of contribution towards the acquisition. Counsel referred to the evidence by the Plaintiff at cross-examination and submitted that it is evident that the Plaintiff failed to show how she participated and contributed directly or indirectly towards the purchase of the property.

From the pleadings, affidavits and evidence of both parties as well as the submissions made by counsel, it is undisputed that the parties got married twice, using the Kenyan Calendar, from 1975 to 1979 and from 1990 to 2007. The period in contention is from **1980 to 1989**. This is the period when the parties lived in Kenya and also when the suit property was acquired. Three questions thus arise for determination:

- i. *Whether there was a marriage during the period of 1980 to 1989.*
- ii. *Whether the suit property is matrimonial property*
- iii. *Whether the Plaintiff is entitled to a share of the suit property and the extent of her entitlement.*

On the first issue, it is admitted that during the years **1980 – 1989**, the parties were not married, their marriage having been dissolved by an Eritrean Court. The question therefore is whether there was cohabitation to enable the Court to presume a marriage between the parties. Musyoka J. in the case of **N U F R v M S C Nairobi HCCC No. 57 OF 2011 [2015] eKLR** explained that:

“Presumption of marriage is a creature of the common law. The principle states that where a man and a woman have cohabitated for such a length of time and in such circumstances as to have acquired the reputation of being a man and a wife, a lawful marriage may be presumed though there may be no positive evidence of any marriage having taken place and the presumption can only be rebutted only by strong and weighty evidence to the contrary. The resultant union is called a presumed marriage. It is a ‘judge-made’ marriage which is presumed to bring about consequences of marriage to a situation where a man and woman have lived as though they were married, having not fulfilled the formal requirements of marriage. The presumption is made both where there is some evidence of a marriage ceremony of some sort having been performed followed by cohabitation as husband and wife and also where there is no evidence of any sort of marriage ceremony but there is evidence of cohabitation by and acceptance of the parties by the community as such.”(Emphasis Mine).

The evidence before Court is that the Defendant first moved to Nairobi in **1980**, whereby he established himself by incorporating a company and starting a business. The Defendant averred that the Plaintiff only moved to Nairobi in **1983**, because there was civil war in Eritrea at the time and that she longed to see the children. He also stated that he let the Plaintiff live with them as a friend and mother of the children but not as a married couple. The Plaintiff on her part stated that she moved to Nairobi in **1983**, first because there was insecurity in their home country and secondly at the request of the Defendant who longed to have his family again and therefore urged reconciliation between them.

Whatever the reasons were, it is undisputed that the Plaintiff moved to Nairobi in **1983**, and went to live with the Defendant at Riverside Drive. It is not untrue, in my view, that the Plaintiff was merely living with the Defendant as a friend and mother of the children because in **1984**, the parties begot a child. The Plaintiff also annexed photographs showing the christening of their last child, parties and family vacations depicting that they indeed lived as a couple. There is also a letter dated **2nd May 1989**, by the Defendant addressed to the **Head of Civil Status and Census Section, Municipality of Asmara**. Thereunder, the Defendant requests the said office to cancel the notification of separation and issue a marriage certificate. The letter reads in part:

“There is a complication, because we had a period of separation from 1979. However, in 1981, when I established a business in Kenya, we were able to make a lasting reconciliation and we have been together since then. We have also had another child, A, born in 1984 in Kenya. I am enclosing a copy of the birth certificate and I would be glad if you could add this to my file.

Therefore, I am requesting you to cancel the notification of separation and to issue a marriage certificate which I now need in Kenya.”

In my view, the contents of this letter sum it all up. The Defendant did not challenge the evidence adduced by the Plaintiff. The authenticity of the letter of **2nd May 1989**, was not challenged. He also did not denounce the photographs availed by the Plaintiff depicting the nature of their relationship. I am satisfied that the Plaintiff has established that the 7 years from **1983 – 1990** that they lived together, they did so as a couple. A period of 7 years is in my view long period of cohabitation thus giving rise to a presumption of marriage.

The second question is whether the suit property is matrimonial property. **Section 6 of the Matrimonial Property Act**, defines matrimonial property as:

- (a) the matrimonial home or homes;**
- (b) household goods and effects in the matrimonial home or homes; or**
- (c) any other immovable and movable property jointly owned and acquired during the subsistence of the marriage.**

The suit property herein is not a matrimonial home but a business premises situate on Kombo Munyiri Road. The evidence by the Defendant is that he purchased the property in **1986**, and charged the same at Barclays Bank of Kenya and it was not until **1st July 1988**, that the transfer in his favour was effected. The defence urged the Court to look at the time between the relocation of the Plaintiff to Nairobi and the date of purchase of the suit property. It was submitted for the Defendant that proof of the Plaintiff’s entry was the Certificate under the Aliens Registration Act which is dated **1985**. Thus, the property having been purchased in **1986**, was too short a period to qualify the property as having acquired during cohabitation, hence matrimonial property. As established above, it is undisputed that the Plaintiff moved to Nairobi in **1983**, and the couple had a child in **1984**. By the time the property was purchased, the parties had cohabited for 3 years. Having found that there was a marriage in existence due to the pro-longed cohabitation of the parties, it follows that the suit property qualifies as matrimonial property.

This finding leads to the third question of the Plaintiff’s entitlement to the suit property. Counsel for the Plaintiff submitted that Courts were now giving progressive interpretation of the Constitution upholding the equality of parties before, during and after the marriage as stated in **Article 45(3)** of the Constitution. Counsel for the Defendant submitted that the burden lies on the Plaintiff to prove contribution entitling her to a share of the suit property, which she has failed to establish.

Counsel for both parties relied on High Court decisions which have interpreted Article 45(3) of the Constitution differently. Some Courts have interpreted the provision to state that the Court is under duty to share the property equally amongst the parties. Other Courts opine that **Article 45(3)** of the Constitution which provides parties shall have equal rights before, during and after the marriage does not decree an automatic 50:50 sharing of the property upon dissolution of the marriage. The Constitution at **Article 68(c) (iii)** gave Parliament the mandate to enact legislation to regulate the recognition and protection of matrimonial property during and on the termination of marriage. In that regard, the Matrimonial Properties Act was assented into law on **24th December 2013**, with a date of commencement of **16th January 2014**. On the foregoing, I associate myself with the reasoning of Tuiyott J. in the case of **UMM v IMM Busia HCCC No. 39 of 2012(2014)eKLR** that;-

“the provisions of Sections 2, 6 and 7 of The Matrimonial property Act 2013, fleshes out the right

provided by Article 45(3).”

The Plaintiff’s counsel submitted that the subject matter was acquired prior to the promulgation of the Constitution and that even though the suit was filed in 2011, the Matrimonial Property Act had not come into force and therefore cannot be applied retrospectively. That may be so. However, the principle in the division of matrimonial property upon termination of marriage before and after the coming into law of the Matrimonial Property Act, still holds, that is, a party has to prove contribution towards the acquisition of the property in claiming entitlement of a share thereof. This Court was referred to the case of **Echaria v Echaria Civil Appeal No. 75 of 2001** where the Court held:

“Where the disputed property is not registered in the joint names of the spouses but is registered in the name of one spouse, the beneficial share of each spouse would ultimately depend on their proven respective proportions of financial contribution either direct or indirect towards acquisition of the property. However, in cases where each spouse has made a substantial but unascertainable contribution, it may be equitable to apply the maxim “equality is equity” while heeding the caution by Lord Pearson in Gissing v Gissing.”

“In all the cases involving disputes between husband and wife over beneficial interest in the property acquired during a marriage which have come to this Court the Court has invariably given the wife an equal share (see Essa v Essa (supra) Muthembwa V Muthembwa Civil Appeal No. 74 of 2001 and Mereka v Mereka, Civil Appeal No. 236 of 2001). However, a study of each of those cases shows that the decision in each case was not as a result of the application of any general principle of equality of division. Rather, in each case, the Court appreciated that for the wife to be entitled to a share of the property registered in the name of the husband, she had to prove contribution towards the acquisition of the property.” (Emphasis Mine)

The core of the findings above is now expressly provided in **Section 7 of the Matrimonial Properties Act**, which reads:

“Subject to section 6(3), ownership of matrimonial property vests in the spouses according to the contribution of either spouse towards its acquisition, and shall be divided between the spouses if they divorce or their marriage is otherwise dissolved.”

Contribution is defined by **Section 2** to mean monetary and non-monetary contribution. And non-monetary contribution includes:-

- a. Domestic work and management of the matrimonial home;***
- b. Child care;***
- c. Companionship;***
- d. Management of family business or property; and***
- e. Farm work;***

“Family business” means any business which-

- a) is run for the benefit of the family by both spouses or either spouse; and***
- b) generates income or other resources wholly or part of which are for the benefit of the family;”***

Whereas the Plaintiff is entitled to the suit property, this court having made a finding that it is a matrimonial property, the law provides that the Court must determine the level of contribution of each party in the acquisition of the property. It is noteworthy that the property in dispute is a commercial

property registered in the name of the Defendant. The Defendant availed the copy of the title and transfer document showing that the transfer in his favour was effected in 1988. The a copy of the title to the property in the Proprietorship section shows that the property was transferred to the Defendant for Kshs. 2 Million and subsequently charged to Barclays Bank of Kenya.

The Plaintiff on her part asserted that she made both direct financial contribution towards the purchase as well as non-monetary contribution. On cross-examination, the Plaintiff admitted that she did not negotiate for the purchase of the property and had no knowledge of the cost of the property. She also did not know the vendors of the property. It is my finding that the Plaintiff, on a balance of probabilities, failed to prove direct financial contribution towards the acquisition of the property. It is also noteworthy that the Plaintiff was unemployed. As such did not or no evidence was led to show the Court that she paid household bills, school fees or provided medical cover for the family, demonstrating indirect financial contribution.

Nevertheless, the picture painted by the evidence of both parties is that the Plaintiff was a great homemaker. She catered for their children ensuring they were ready for school. She made food and tea and took it to her husband and their staff at their business. The Plaintiff also provided the Defendant a home where he could return to after his daily business endeavours. She also accorded the Defendant comfort and emotional solace in the home which enabled him go to work without having to worry about his home and children and thus be productive at work. This support is what is classified as non-monetary contribution, which I am satisfied that the Plaintiff did execute to the best of her abilities. In that regard, I am inclined to find that the Plaintiff is deserving of a percentage of the suit property. Nambuye J. (now JA.) in the case of Z.W.N v P.N.N Civil Suit 10 of 2004 [2012] eKLR observed that:

“Another notable principle of importance is that the court has jurisdiction to declare whatever percentage comprises of the wife’s shareholding in the subject property and then go further and avail that percentage to the wife by ordering that the property be valued and either sold and the proceeds shared out as per the percentages adjudged or alternatively that the incumbent spouse or the spouse who wishes to keep the property can buy out the percentage share entitlement of the other spouse.”

The Plaintiff’s claim is that she is entitled to 50% of the value of the suit property. However, having made a finding that there was no direct or indirect financial contribution, the Plaintiff does not deserve an equal share thereto. Nevertheless, with the non-monetary financial contribution, I am of the considered view, and I so hold that the Plaintiff is entitled to 10% of the suit property.

Having now carefully considered the pleadings, the evidence on record and the Written Submissions, the Court enters judgement in the following terms:-

- 1. L.R. No. [particulars withheld] is hereby declared matrimonial property and the Plaintiff is entitled to a share of 10% of the current value thereof.***
- 2. The property be valued and either sold of and the proceeds shared out at 10% for the Plaintiff and 90% for the Defendant. In the event that the Defendant wishes to keep the property, he is hereby directed to buy out the Plaintiff’s entitlement of 10%. This should be done within a period of 6 months from the date of this Judgment.***
- 3. In the spirit of equality of rights of the spouses, I order that each party bears their own costs.***

Dated, Signed and Delivered this 31st day of July, 2015

28 days Right of Appeal.

L. GACHERU

JUDGE

In the Presence of:-

Mr Kenyatta for the Plaintiff

Mr Ng'ani for the Defendant

Nyangweso : Court Clerk

L. GACHERU

JUDGE

Court:

Judgement read and signed in open Court in the presence of Mr Kenyatta for the Plaintiff and Mr Ng'ani for the Defendant.

28 days Right of Appeal.

L. GACHERU

JUDGE