



**Co-operative Bank of Kenya Limited v Kiplagat (Civil Appeal
243 of 2019) [2023] KECA 1333 (KLR) (10 November 2023) (Judgment)**

Neutral citation: [2023] KECA 1333 (KLR)

**REPUBLIC OF KENYA
IN THE COURT OF APPEAL AT NAIROBI
CIVIL APPEAL 243 OF 2019
HA OMONDI, JM MATIVO & GWN MACHARIA, JJA
NOVEMBER 10, 2023**

BETWEEN

CO-OPERATIVE BANK OF KENYA LIMITED APPELLANT

AND

KENNEDY KIMAIYO KIPLAGAT RESPONDENT

(Being on Appeal from the Judgment and Decree of the ELRC Court at Nairobi (D.K. Njagi Marete, J.) delivered by M. Onyango, J. on 26th July 2018 in Industrial Cause No. 2309 of 2014)

JUDGMENT

1. The respondent filed a claim at the Industrial Court (now the Employment and Labour Relations Court) in Nairobi dated 22nd December 2014, seeking the following orders; -
 - a. A declaratory order that at all material times the claimant was and still is entitled to the full and unlimited enjoyment of the rights and fundamental freedoms guaranteed under Articles 27(1), 35(1)(b) & (2), 41(1) & (2)(a) and 50(1) of the Constitution.
 - b. A declaratory order that at all material times the claimant was and still is entitled to the full and unlimited enjoyment of the statutory rights secured under the Employment Act.
 - c. A declaratory order that the respondent contravened the claimant's fundamental rights and freedoms guaranteed under Articles 27(1), 35(1)(b) & (2), 41(1) & (2)(a) and 50(1) of the Constitution.
 - d. A declaratory order that respondent violated Articles 2(1) (4), 3(1) and 10 of the Constitution.
 - e. A declaratory order that the suspension, the subsequent disciplinary proceedings and the summary dismissal was unconstitutional, unlawful and contrary to rules of natural justice, unprocedural, unfair, null and void and therefore of no effect.



- f. An order to nullify the suspension, the disciplinary proceedings and the summary dismissal.
 - g. An order to compel the respondent to unconditionally reinstate the claimant without loss as to his salary, benefits, rights, powers and privileges thereof.
 - h. In the alternative to (g) above, an order to compel the respondent to pay the claimant 12 months' salary in compensation for unfair dismissal.
 - i. An order to compel the respondent to pay the claimant in compensation for violation of his constitutional rights.
 - j. An order to compel the respondent to pay the claimant in compensation for discrimination and harassment in respect of the interdiction, the disciplinary proceedings and summary dismissal.
 - k. Mesne profits.
 - l. General damages.
 - m. Interest on (i), (j), (k), (l) and m above until payment in full.
 - n. Costs of the claim plus interest until payment in full.
2. It was his case that he was employed by the appellant on 2nd April 2002 as a clerk on an 18-month contract, and that he was posted to the card center. On 17th February 2003, his terms of service were reviewed from 18 months to 6 months' probation period, and on 1st March 2003 his employment terms were changed to permanent and pensionable. Over the years, he was promoted and appointed to various key management and strategic committees, performing his functions with utmost professionalism, expertise, diligence and dedication, in accordance to the appellant's Property and Supplies Management Operating Manual Volume II. He was also feted through commendations and monetary awards in recognition of his performance. On 28th May 2014, he was suspended from duty without substantiation or being given details for the reason of the suspension. On 29th May 2014, he was asked to show cause why disciplinary action should not be taken against him due to negligent procurement that resulted in a loss of Kshs 17,133,362.25. He recorded a statement with the respondent's security office, giving details of his specific role in the procurement process of the impugned procurements, being that his role in the impugned procurements was limited to the co-ordination of the process and not to make decisions of binding nature as purported by the appellant; and that it was the sole responsibility of the appellant's Expenditure Management Committee to review, verify and ascertain that the procurements were in accordance with the appellant's procurement policies. He explained that it was this Committee that unconditionally approved the impugned procurements. On 19th June 2014, he was served with a further letter to show cause. He wrote back vide a letter dated 4th July 2014, explaining that he was not negligent. On 3rd July 2014, he was invited to a disciplinary committee meeting before which he appeared on 9th July 2014. On 14th July 2014, he was summarily dismissed.
3. It was his case that the disciplinary committee was conflicted, and it violated rules of natural justice by presiding over a procurement process duly approved by some of its members who also served as members of the appellant's Expenditure Management Committee, and who never declared their conflict of interest. He contended that the summary dismissal was discriminatory, contrary to rules of natural justice, unfair, unprocedural, unlawful and unconstitutional, and, therefore, null and void.



4. On 21st July 2014, he appealed against his summary dismissal, but it was never responded to. He averred that the summary dismissal was premised on a purported internal audit report which was strange and unknown to him. He also contended that the summary dismissal was flawed as it was not consultative, as he was not granted an opportunity to seek a review against it. In this regard, he felt that he was condemned unheard; that his dismissal was malicious as the appellant never declared the purported loss of Kshs 17,133,326.25 or, at all, in any of its audited financial reports; and that, it was discriminatory as the appellant did not discipline all the other members of staff who were involved in the said procurement process.
5. In its response dated 3rd March 2015, the appellant denied all allegations. It averred that the respondent served in its Property and Supplies Department since 25th August 2003, and that he had a specific job description in terms of technical and business aspects. It stated that, to equip him with the necessary skills, it fully paid for his trainings, thus vesting him with specialized expertise; that he failed to follow the laid down rules and procedures in the operating manual; and that the suspension was done in accordance to the personnel manual that governs all employees; and that the notification of suspension was categorical that it was in regard to investigations on irregular procurement.
6. It went on to state that the respondent had a disciplinary issue in 2009 relating to the loss of computers in the store, and he was issued with a notice to show cause letter dated 10th July 2009; that the respondent was bound to ensure a cost-effective acquisition of materials through competitive tendering, and that he cannot blame his failure on the Expenditure Management Committee; that it was incumbent upon him to advise the Expenditure Management Committee on the best way forward so that no loss was incurred; that he was also obligated to apply the guidelines in the Property and Supplies Management Manual so as to discharge his responsibilities, but he failed to do so; and that he failed to perform his duties as required, which led to the loss of Kshs 17,133,362.25.
7. On the allegation that the respondent was condemned unheard, the appellant contended that it followed the set down procedures for disciplinary proceedings pursuant to Appendix 14 of the staff manual which governs all employees; that the respondent was accorded the right to be heard and defend himself and explain any issue that arose from the investigation; that he was informed of the right to be accompanied by a colleague to the hearing; and that the suspension and termination were necessary as internal investigation had revealed impropriety and gross negligence on his part.
8. The matter was determined by way of written submissions. The the superior court in its judgment held that the appellant failed to comply with the requirements for substantive and procedural fairness in the conduct of the disciplinary proceedings. This was hinged on the grounds that, firstly, it did not adequately rebut the claim that the purchases were done with the authority of the Executive Management Committee and its Chair; and secondly, the composition of the disciplinary committee comprised parties who were also involved in the procurement of the goods and materials leading to the dispute. It held that there was conflict of interest which was fatal to the conduct of such proceedings which in turn compromised the issue of fairness; that, furthermore, the appellant took no action against the respondent's request for appeal; that the failure by the appellant to conduct appropriate and open disciplinary proceedings in accordance with section 41 of *Employment Act* was a case of unlawful termination of employment; that there was no compliance with the requirements of substantive and procedural fairness in the conduct of the respondent's disciplinary proceedings; and that the respondent was entitled to the reliefs sought. The court accordingly issued the following orders; -
 - a. declaration that the disciplinary proceedings and consequential summary dismissal of the employment of the claimant by the respondent was unfair,



unprocedural, unlawful, unconstitutional and contrary to the rules of natural justice.

- b. One (1) months pay in lieu of notice... Kshs 134,339.00.
- c. 6 months compensation for unlawful termination of employment Kshs 134,339 x 6months=.....Kshs 806,034.00.
- d. Total Claim.....Kshs 940,343.00.
- e. The cost of this application shall be borne by the respondent.”

9. Aggrieved, the appellant preferred the instant appeal to this Court. It raises nine grounds of appeal in its Memorandum of Appeal dated 3rd May 2019 which we have collapsed into seven grounds as follows: that the learned Judge applied selective treatment of the evidence tendered before the court, and as a result miscarriage of justice was occasioned to the appellant; that the learned Judge erred in law and in fact in holding that the termination of the respondent was unfair, unprocedural, unlawful, unconstitutional and contrary to the rules of natural justice when in fact the appellant was entitled to dismiss him under Section 44(4)(c) of the *Employment Act*; that the learned judge erred in law and in fact in awarding the respondent one months’ pay in lieu of notice in the sum of Kshs 134,339, a relief not pleaded when it is trite law that remedy which is not pleaded cannot be awarded by the court; that the learned judge erred in law and in fact in awarding the respondent compensation amounting to 6 month’s gross salary as compensation without providing reasons contrary to Section 49(4) of the *Employment Act* and the binding decision of the Court of Appeal in *CMC Aviation Limited v Mobammed Boor* Civil Appeal No 199 of 2013; that the learned Judge erred in law and in fact in considering irrelevant factors in finding that the respondent’s employment was not in accordance with Section 41 of the *Employment Act*; that the learned Judge erred in fact in failing to hold that the subject performance review by the appellant was extra ordinary in the circumstances of this case; and that the learned Judge failed to uphold the law and render justice to the appellant as the award was manifestly excessive and unfair given the circumstances of the case.

It prays that the appeal be allowed, the Judgment of ELRC be set aside in its entirety and that the costs of this appeal be awarded to it.

- 10. The matter came up for hearing on a virtual platform on 12th June 2023. Learned counsel Mr. Bwire appeared for the appellant while learned counsel Mr. Gachumba appeared for the respondent. Both counsel wished to rely on their written submissions with limited oral highlights. Mr. Gachumba having not filed submissions relied on submissions the respondent filed in the superior court. The submissions for the appellant are dated 13th February 2020.
- 11. Mr. Bwire submitted that the learned Judge gave a relief that was not specifically pleaded by the respondent, yet it is a settled principle of law that a court can only issue reliefs based on what is pleaded. Further, that in an employment dispute, under Section 49 of the *Employment Act*, a court must state the reasons for issuing such a relief which the learned Judge failed to adhere to. In support of this assertion, counsel submitted that, the one-month compensation in lieu of notice and the six- month salary award in damages for unfair termination, were in excess of the criteria set under section 49 of the Act, yet no reasons were proffered for overstepping the law. In this regard, counsel submitted that in the event that the Court arrived at a finding that indeed the respondent’s termination was unfair, it should review the damages awarded downwards.
- 12. Mr. Gachumba on his part submitted that the learned Judge was not at all in error in arriving at the decision he did; that the decision was based on a proper evaluation of the evidence adduced before the



trial court. It was his view that relevant law clothed the learned Judge with power to determine if the respondent's termination was unfair, which he ably did, premised on two grounds, namely that there was no justification for the termination; and that the procedure used to arrive at the termination was unfair. Furthermore, counsel submitted, the award of damages for wrongful termination was a matter of discretion of the court, which can only be interfered with if there is evidence or demonstration that the learned Judge abused his discretion. With regard to the issue of compensation in lieu of notice, counsel submitted that it arose from a contractual engagement between the appellant and the respondent, and that it was specifically pleaded. Hence, there was no error in the award of damages under this head. It was thus urged that the appeal be dismissed with costs to the respondent.

13. On query from the Court, Mr. Bwire stated that the composition of the disciplinary committee did not taint the disciplinary process, as only two of its members were also members of the Expenditure Management Committee; and that, in the end, what matters is whether the hearing was fair. He was quick to reiterate that, if the Court arrived at a finding that the hearing was not fair, then it should find that the damages awarded were not commensurate with what is provided for in law.

14. We have considered the records of appeal, the respective parties' submissions and the law. This being a first appeal, we are cognizant that our primary role is to re-evaluate the evidence before the ELRC and draw our own conclusions. This mandate is spelt out in rule 31(1)(a) of the [Court of Appeal Rules, 2022](#) thus:

On an appeal from a decision of a superior court acting in the exercise of its original jurisdiction, the Court shall have power-

a. To re-appraise the evidence and to draw inferences of fact;

15. The role of a first appellate court is also well enunciated in a plethora of cases, inter alia, the case of *Peters v Sunday Post Limited* [1958] EA 424, where the then Court of Appeal for Eastern Africa, stated that:

“Whilst an appellate court has jurisdiction to review the evidence to determine whether the conclusions of the trial judge should stand, this jurisdiction is exercised with caution; if there is no evidence to support a particular conclusion, or if it is shown that the trial judge has failed to appreciate the weight or bearing of circumstances admitted or proved, or has plainly gone wrong, the appellate court will not hesitate so to decide.”

16. We have, upon re-evaluation of the evidence adduced before the trial court, arrived at the issues for determination to be: whether the respondent's termination was fair and/or whether the proceedings leading to the termination were fair; and whether the compensation awarded to the respondent was excessive in the circumstances, and without any justification?

17. On the first issue, under section 45 of the [Employment Act](#), termination of an employees' contract of employment is unfair if the employer fails to prove: -

a. that the reason for the termination is valid;

b. that the reason for the termination is a fair reason—

i. related to the employee's conduct, capacity or compatibility; or

ii. based on the operational requirements of the employer; and

c. that the employment was terminated in accordance with fair procedure.



18. By a letter dated 29th May 2014, the applicant wrote to the respondent requiring him to show cause why disciplinary action should not be taken against him due to negligent procurement that resulted in a loss of Kshs 17,133,362.25. It wrote to him a subsequent letter dated 19th June 2014, also requiring him to show cause why disciplinary action should not be taken against him for his willful and negligent behavior which caused the bank to suffer loss occasioned by providing its new Dagoretti branch with 10 queue stands when he was aware that the said stands were being held at their Kawangware branch. It followed with yet another letter dated 3rd July 2014 inviting the respondent to appear before a disciplinary committee on 9th July 2015, attaching to it a copy of the charges preferred against him.
19. It is curious that the charges now included: purchasing of computers at Kshs 70,823.50 as opposed to Kshs 63,000 per computer, thus occasioning a loss of Kshs 5,601,626.00; awarding tenders using prices that were obtained in May 2009 contrary to section 12.1(i) of the Property and Supplies Manual which provided that quoted prices should remain in force for a period not exceeding two years; awarding tenders for the purchase of furniture from Victoria Furnitures, which tender had not been approved by the appellant, thus occasioning loss of Kshs 3,593,033; purchasing printers without carrying out market price surveys to ensure that the bank was purchasing them at a reasonable price thus occasioning a loss of Kshs 84,000; preparing analysis to procure excess items for new branches and authorising delivery of the same, thus leading to the appellant incurring Kshs 7,773,103.25; failing to prepare records in the Co-op Trust basement stores to record movement of stock items; and failure to ensure that there was a CCTV camera installed in the stores to monitor the movement of stock.
20. After the disciplinary hearing, the appellant wrote a letter dated 14th July 2014 summarily dismissing the respondent, as, according to it, his explanation in response to notices to show cause did not exonerate him from the charges preferred against him. Pursuant thereto, on 21st July 2014, the respondent wrote to the appellant communicating his wish to appeal the decision on account of unfair dismissal process, the role of the Expenditure Management Committee in the disciplinary process and the composition of the disciplinary committee. The appellant did not, unfortunately, respond to him. The respondent's fate was, as such, sealed; he stood dismissed from employment.
21. The procedure to be followed in termination of an employee's employment was well enunciated by this Court (differently constituted) in the case of *Janet Nyandiko v Kenya Commercial Bank Limited* [2017] eKLR, as follows:

“Section 45 of the Act makes provision, inter alia, that no employer shall terminate the employment of an employee unfairly. In terms of the said section, a termination of an employee is deemed to be unfair if the employer fails to prove that the reason for the termination was valid; that the reason for the termination was a fair reason and that the same was related to the employee's conduct, capacity, compatibility or alternatively that the employer did not act in accordance with justice and equity.

The parameters for determining whether the employer acted in accordance with justice and equity in determining the employment of the employee are inbuilt in the same provision. In determining either way, the adjudicating authority is enjoined to scrutinize the procedure adopted by the employer in reaching the decision to dismiss the employee; the communication of that decision to the employee and the handling of any appeal against the decision. Also not to be overlooked is the conduct and capability of the employee up to the date of termination, the extent to which the employer has complied with the procedural requirements under section 41, the previous practice of the employer in dealing with the type of circumstances which led to the termination and the existence of any warning letters issued by the employer to the employee.



Section 41 of the Act, enjoins the employer in mandatory terms, before terminating the employment of an employee on grounds of misconduct, poor performance or physical incapacity to explain to the employee in a language that the employee understands the reasons for which the employer is considering to terminate the employee's employment with them. The employer is also enjoined to ensure that the employee receives the said reasons in the presence of a fellow employee or a shop floor union representative of own choice; and to hear and consider any representations which the employee may advance in response to allegations leveled against him by the employer.”

22. In this appeal, we will not delve into looking into whether the respondent was guilty of the charges brought against him, but, rather, whether the appellant conducted itself in a fair manner, leading up to the respondent's dismissal.
23. For a termination of employment to pass the fairness test, there must be procedural fairness. Procedural fairness in the sense that the employee must not only be accorded an opportunity to defend himself, but also that the body disciplining him must be properly constituted; it must be one devoid of conflict of interest in the matter for which the employee is defending himself; and all persons related to the matter in issue ought to be called to answer, so that the employer is not seen to be cherry picking an employee who is turned into a scape goat. Further, if the employer's disciplinary procedure provides that an employee can appeal a dismissal decision, then, on request, the employee should be accorded the right to appeal.
24. It is evident that the respondent did not work by himself. He apparently had a procurement manager who was the head of the unit, and who worked under his instructions. There was also the Expenditure Management Committee which after deliberations approved all procurements. There was also the Chief Manager, Procurement and Supplies, whose role was to review, ascertain and verify the procurement. The respondent argued that he was not in a position with finality, to make any of the decisions that were subject to his disciplinary proceedings, which included when to tender; when and where to carry out market survey; and what prices to use when a tender is declared. He asserted that all these decisions were made by the procurement manager, who just passed them on to him. It is notable that all these assertions were not denied by the appellant. We cannot therefore, doubt that the respondent's role, as he explained before the disciplinary committee was limited to the co-ordination of the procurement process and not to make decisions of binding nature as purported by the appellant.
25. Of more concern is the composition of the disciplinary committee. Some of its members were also members of the Expenditure Management Committee, namely one Mr. Anthony Mburu and Samuel Birech, in their capacities as Chair and member respectively of the disciplinary committee.
26. Article 47 (1) and (2) of the [Constitution](#) states as follows;
 1. Every person has the right to administrative action that is expeditious, efficient, lawful, reasonable and procedurally fair”
 2. If a right or fundamental freedom of a person has been or is likely to be adversely affected by administrative action, the person has the right to be given written reasons for the action.



27. Article 47 has now been effectuated by the *Fair Administrative Action Act*, 2015 under which section 4(3) provides as follows:
3. Where an administrative action is likely to adversely affect the rights or fundamental freedoms of any person, the administrator shall give the person affected by the decision-
 - a. prior and adequate notice of the nature and reasons for the proposed administrative action;
 - b. an opportunity to be heard and to make representations in that regard;
 - c. notice of a right to a review or internal appeal against an administrative decision, where applicable;
 - d. a statement of reasons pursuant to section 6;
 - e. notice of the right to legal representation, where applicable;
 - f. notice of the right to cross-examine or where applicable; or
 - g. information, materials and evidence to be relied upon in making the decision or taking the administrative action.
28. It is our finding that the suspicion which led to the suspension of the respondent in the letters dated 28th May 2014, 29th May 2014 and 19th June 2014 was not the issue at the disciplinary hearing as per the invitation dated 3rd July 2014 and the attached charges. The respondent had been given notice and had a month to prepare his defence only for the appellant to come up with new accusations and charges, and inform him of the same about 10 days to the disciplinary hearing. This, to say the least leaks of ambush tactics.
29. It is also our finding that there could not have been a fair hearing and a fair disciplinary procedure when members in the disciplinary committee were also members of the Expenditure Management Committee which may have had the mandate to approve procurement. The basic tenets of the rules of natural justice are that the person who sits to decide a case must be impartial, and must accord the accused party a fair opportunity to present his defence for consideration before his fate is determined. The disciplinary committee cannot be seen to have been fair or impartial in the circumstances of its composition. Conflict of interest was definitely at play within the committee. In the circumstances of the case, it acted as the judge, jury and executioner. It simply could not deliver a fair judgment for the respondent.
30. On the right of appeal, by the letter dated 14th July 2014, the appellant summarily dismissed the respondent and informed him of his right of appeal within 21 days. The respondent vide a letter dated 21st July 2014 communicated his wish to appeal. The appellant never responded to this letter, nor did it accord the respondent his right of appeal. This leads to the inescapable conclusion that the appellant seemed to have made up its mind to dismiss the respondent, irrespective of the defence he proffered.
31. We have considered the foregoing facts, and have come to the inevitable conclusion that they did not meet the threshold for the bare minimum requirements of a fair hearing. In view of the failure to follow a fair procedure before dismissing the respondent, we concur with the superior court's holding that the suspension, disciplinary proceedings and the ultimate dismissal of the respondent was unfair, and therefore unlawful.



32. On the second issue, which is whether the compensation awarded to the respondent was excessive in the circumstances and without any justification, the superior court in awarding reliefs provided one (1) month pay in lieu of notice of Kshs 134,339.00 and 6 months' salary compensation for unlawful termination of employment of Kshs 134,339 x 6months = Kshs 806,034.00. The appellant urges that the said reliefs were not pleaded, and that they were given in excess of what is provided for under the Employment Act, as a result of which we should review them downwards.
33. Firstly, the said reliefs were pleaded, more specifically as prayers (h) and (l) in the claim. Secondly, the awards were not based on no law as section 36 of the Employment Act provides for payment in lieu of notice; and further, section 49 provides as follows:

49. Remedies for wrongful dismissal and unfair termination-

1. Where in the opinion of a labour officer summary dismissal or termination of a contract of an employee is unjustified, the labour officer may recommend to the employer to pay to the employee any or all of the following—

- a. the wages which the employee would have earned had the employee been given the period of notice to which he was entitled under this Act or his contract of service;
- b. where dismissal terminates the contract before the completion of any service upon which the employee's wages became due, the proportion of the wage due for the period of time for which the employee has worked; and any other loss consequent upon the dismissal and arising between the date of dismissal and the date of expiry of the period of notice referred to in paragraph (a) which the employee would have been entitled to by virtue of the contract; or
- c. the equivalent of a number of months wages or salary not exceeding twelve months based on the gross monthly wage or salary of the employee at the time of dismissal.

34. The above section makes provision for a wide range of remedies, and the mode of assessment of those remedies was set out by this Court in the case of Cooperative Bank of Kenya Limited v Banking Insurance & Finance Union (2016) eKLR in as follows:

“Our understanding of the Act is that the prescribed remedies...are discretionary rather than mandatory remedies, to be granted on the basis of the peculiar facts of each case. This is made absolutely clear by the use of the word “may”, which in the context of the provision imports a discretionary rather than a mandatory meaning. That the remedies...are



not a mandatory remedies, is made even clearer by section 49(4) which sets out some 13 considerations which the court must take into account before determining what remedy is appropriate in each case. Those considerations include the wishes of the employee, the circumstances of the termination and the extent to which the employee caused or contributed to it, the practicability of reinstatement or re-engagement, the common law principle that an order for specific performance of a contract for service should not be made save in exceptional cases, the employee's length of service with the employer, the employee's reasonable expectation of the length of time the employment was to last but for the termination, the employee's opportunities for securing comparable or suitable employment, any conduct of the employee that may have caused or contributed to the termination, any action on the part of the employee to mitigate his losses, etc. What all the above means, is that before exercising the discretion to determine which remedy to award, the court must be guided by the above comprehensive list of considerations."

35. The foregoing implies that the damages that were awarded by the superior court are in accordance with section 49 of the *Employment Act*, more specifically sub-section (1)(a) and (c). The award would have obtained any way even if the respondent would have contributed to the termination of his contract of service, which in the circumstances of this case is not evident, and further bearing in mind his long service in employment of 12 years.
36. From the foregoing, we find that the learned Judge exercised his discretion judiciously, and we have no reason to interfere with it. We hold and find that the award was not manifestly excessive or unfair given the circumstances of the case.
37. In the result, we find that the appeal herein is devoid of merit and we accordingly dismiss it with costs to the respondent.

DATED AND DELIVERED AT NAIROBI THIS 10TH DAY OF NOVEMBER 2023.

H. A. OMONDI

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JUDGE OF APPEAL

J. M. MATIVO

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JUDGE OF APPEAL

G. W. NGENYE-MACHARIA

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JUDGE OF APPEAL

I certify that this is a true copy of the original

Signed

DEPUTY REGISTRAR

