



REPUBLIC OF KENYA



**Ramji & 2 others v Fund & another (Civil Appeal 590 of 2019)
[2023] KECA 1674 (KLR) (15 December 2023) (Judgment)**

Neutral citation: [2023] KECA 1674 (KLR)

**REPUBLIC OF KENYA
IN THE COURT OF APPEAL AT NAIROBI
CIVIL APPEAL 590 OF 2019
DK MUSINGA, HA OMONDI & GWN MACHARIA, JJA
DECEMBER 15, 2023**

BETWEEN

HARISH RAMJI 1ST APPELLANT

BHARAT RAMJI 2ND APPELLANT

ASHVIN RAMJI 3RD APPELLANT

AND

NATIONAL SOCIAL SECURITY FUND 1ST RESPONDENT

MOMBASA CEMENT LIMITED 2ND RESPONDENT

*(An appeal from the judgment of the Environment and Land Court at
Nairobi (K. Bor, J.) dated 11th October 2019 in ELC Case No. 365 of 2010)*

JUDGMENT

1. On 29th July 2010, the appellants filed suit against the 1st respondent, claiming that they were the registered owners of a parcel of land known as LR. No. 11895/50, (the suit property) original No. 11895/24/12) as nominees and assignees of Golden Terrace Limited, (Golden Terrace). The original parcel of land was owned by the 2nd respondent, the National Social Security Fund (NSSF), that was subsequently added as a 2nd defendant in the suit before the trial court.
2. The appellants stated in their suit that by a letter of offer dated 20th December 2006, the NSSF Board of Trustees allocated Golden Terrace 120 acres to be excised out of its parcel of land known as LR. No. 11895/24; that on 22nd December 2006 Golden Terrace and NSSF entered into a sale agreement in respect of the 120 acres, but the sale was however stopped vide orders issued by the court in HCCC No. 22 of 2007, Harp Investco Limited vs NSSF, the Commissioner of Lands, the Registrar of Titles and Golden Terrace.



3. On 16th June 2010 the parties entered into a consent and the decree that was extracted therefrom stated as follows:

“It is hereby ordered by consent:

1. That the property shall be shared proportionally by all purchasers.
2. That purchasers shall be liable to pay in full for the entire acreage of land as captioned in the title document of the property known as Land Reference Number 11895/24.
3. That each purchaser shall pay for his/her portion of the land at the agreed rate of purchase price in the Sale Agreement.
4. That purchasers shall be liable to pay proportionally; Rates due to Mavoko Municipality from the year 2005 to date. Rents due to the Commissioner of Lands for the year 2005 to date. Cost of the land occupied by the electricity supply power lines/poles. Cost of the land taken by the government to widen the roads. Costs of any land to be surrendered to Mavoko Municipality as public utility. Costs of sub-division and related expenses. Vendor’s legal costs for conveyance and litigation in respect of the land.
5. That pursuant to this consent, the plaintiff’s suit herein be and is hereby marked as settled with no order as to costs.

Given under my hand and the seal of the Honourable Court this 16th day of June, 2010.

Issued at Nairobi this 18th day of July 2010.

Signed

Deputy Registrar

High Court of Kenya at Nairobi.”

4. The appellants alleged that the 1st respondent had unlawfully trespassed upon the suit property, and sought a permanent injunction to restrain it from trespassing thereon or interfering with their proprietary rights in any way.
5. The 1st respondent denied the appellants’ claim. It filed a Statement of Defence and Counterclaim. It contended that the suit property was wrongfully and fraudulently registered in the names of the appellants.
6. The 1st respondent, in narrating the history of the suit property, stated that it arose out of two parcels of land previously owned by NSSF, namely LR. Nos. 11895/24 and 11895/25; that on 22nd September 2004, the 1st respondent was registered as the proprietor of LR. No. 11895/25, (a sub-division of LR. No. 11895/24), which on subdivision was given a new LR. Number namely 27159; that on 26th November 2006, NSSF offered to sell to the 1st respondent and allocated it a portion of the remaining land which had been subdivided out of a much larger piece known as LR. No. 11895/11; that the 1st respondent paid to NSSF the full purchase price; and that it was therefore in lawful possession and use of the suit property prior to the issuance of the title to the appellants on 9th March 2010.
7. The 1st respondent set out particulars of fraud as against both the appellants and NSSF. It urged the trial court to dismiss the appellants’ suit and make declarations that the title to the suit property was



- fraudulently issued and in contravention of the decree in HCCC No. 22 of 2007; that it was the only one entitled to a transfer of the suit property; that the register of the suit property be rectified by cancelling the registration of the appellants as proprietor of the same; and costs of the suit.
8. The trial court (Kossy Bor, J.) dismissed the appellants' suit and allowed the 1st respondent's counterclaim. NSSF did not appear or take part in the proceedings, despite service of all the pleadings and hearing notices upon it.
 9. Being aggrieved by the said judgment, the appellants preferred this appeal against the respondents. The memorandum of appeal raised 15 grounds, which the appellants' advocates in their written submissions condensed into six broad issues namely:
 - i. Grounds 2, 3, 11, 13, and 15 – mis-directions by the trial court.
 - ii. Grounds 1, 4, and 5 - indefensibility of title and the claim for trespass.
 - iii. Grounds 7 and 8 - interpretation of the consent (decree) dated 16th June 2010.
 - iv. Grounds 6, 9, 12, and 15 - the 1st respondent's counterclaim.
 - v. Ground 10 – survey plans.
 - vi. Grounds 14 and 15 – analysis of the law.
 10. Regarding the alleged mis-directions by the trial court, the appellants' germane argument is that the learned judge disregarded the appellants' evidence regarding assignment of the suit property from Golden Terrace; and that a transfer of the same was executed by NSSF on 16th June 2010.
 11. Regarding indefensibility of title, the appellants submitted that there was no dispute that they were the registered proprietors of the suit property; and that the learned judge failed to appreciate and give effect to the provisions of section 23 (1) of the Registration of Titles Act; that the appellants' claim was for trespass upon the suit property by the 1st respondent, which the appellants proved, yet the learned judge held that they did not prove on a balance of probabilities.
 12. Turning to the issue of the consent dated 16th June 2010, the appellants argued that the learned judge failed to appreciate that the 1st respondent was not a party to HCCC No. 22 of 2007 which gave rise to the consent, and that no rights were assigned to it by any of the purchasers; that the terms of the consent also applied to other purchasers, not only Golden Terrace and Harp Investco Limited.
 13. Regarding the 1st respondent's counterclaim, the appellants argued that the learned judge erred by failing to find that the 1st respondent, having not produced a sale agreement between itself and NSSF, its claim over the suit property was unsustainable under section 3 (3) of the *Law of Contract Act*.
 14. Lastly, regarding the trial court's reliance on the survey plans, the appellants submitted that the learned judge erred in the analysis of the survey plans over creation of the suit property which were not tendered in evidence by any of the parties; that the learned judge, having taken evidence of the appellants and the 1st respondent, directed the latter to furnish the survey plans and maps for the suit property and adjoining parcels of land; that the survey plans were neither produced as evidence nor tendered as exhibits by any party; and that the survey plans were not produced by any official falling within section 79 (1) (a) of the *Evidence Act* so as to constitute a public document.

The 1st Respondent's response

15. The 1st respondent's response on the broad issue regarding alleged mis-direction by the trial court was that the transfer the appellants relied upon, was not in respect of the suit property, LR. No. 11895/50,



- but rather LR. No. 11895/48; that it was not enough for the appellants to merely wave the certificate of title for the suit property, they also had to show that they validly acquired it since its validity was in question; that there was undeniable evidence that the 1st respondent made payments to NSSF for the suit property; and therefore, the learned judge did not misdirect herself in finding for the 1st respondent.
16. Regarding indefensibility of title, the 1st respondent submitted that section 23 of the Registration of Titles Act provides protection to a title holder, save in instances of fraud or misrepresentation; that the appellants' title was not verifiable, given that the interest in the suit property was never transferred to them, the transfer that was executed by NSSF being for LR. No. 11895/48.
 17. Regarding the consent, the 1st respondent submitted that the decree stated that the beneficiaries were all the purchasers, not just Harp Investco Limited or Golden Terrace, and it was one of the acknowledged purchasers.
 18. Submitting on the 1st respondent's counterclaim, counsel's contention was that it was proved that no interest in the suit property was conveyed to the appellants; that there were glaring inconsistencies in the acquisition and registration of the title to the suit property, and therefore the court was justified in ordering its cancellation and subsequent transfer to the 1st respondent.
 19. Regarding the provisions of section 3 (3) of the *Law of Contract Act*, the 1st respondent submitted that the transfers that NSSF was ordered to do were premised on the decree in HCCC No. 22 of 2007, therefore the above cited provision of the law was not applicable.
 20. Lastly, about the survey maps, the 1st respondent submitted that the appellants' advocate agreed to their production by the 1st respondent; that these are public records and there was no suggestion that they were not authentic.
 21. NSSF did not participate in the appeal at all, despite service of the record of appeal and a hearing notice.
 22. Having summarised the arguments that were advanced by the parties before the trial court, the court findings and the submissions made before this Court, we must now evaluate the evidence that was adduced before the trial court and draw our own conclusions, in keeping with the provisions of rule 31 of this Court's Rules. See also *Selle & Another vs Associated Motor Boat Co. Ltd & Others* [1968] EA 123.
 23. In our view, the substantive issues for our determination are as follows:
 - i. Whether the appellants acquired a valid title to the suit property.
 - ii. Whether the 1st respondent has any proprietary interest over the suit property.
 - iii. Whether the 1st respondent's counterclaim against the appellants is sustainable.
 - iv. Who should bear the costs of the appeal?
23. Turning to the first issue, the starting point is the letter of offer dated 20th December 2006 by the 2nd respondent, NSSF, to Golden Terrace which read as follows:

“Golden Terrace Limited P. O. Box 44629 – 00100 Nairobi

Dear Sirs,

RE: Re: Sale of Mavoko L.R. No. 11895/24 (Part)

Thank you for your letter dated 6th December 2006 regarding the above subject matter.



Following your request the Fund allocated you 120 acres to be excised out of the above plot on the following terms:

1. The sale price of the plot is Kshs.102,000,000.00 i.e. Kshs. 850,000.00 per acre.
2. It shall be sold to you on cash basis.
3. Upon acceptance of this offer you will pay Kshs.10,200,000.00 being 10% deposit of the purchase price within fourteen days from the date of this letter.
4. Completion of the sale shall be within thirty (30) days from the date of execution of the formal Sale Agreement.

The Fund's Advocates in this transaction is:

Wetangula, Adan, Makokha & Co. Advocates Kimathi Street,

Box 10741-00100 Nairobi

Yours faithfully Signed

Joseph G. Mabiria

For: Managing Trustee.”

23. On 22nd December 2006, NSSF and Golden Terrace entered into a sale agreement for a property that was described as follows:

“The property sold is one hundred twenty (120) acres to be carved out from ALL THAT piece and parcel of land known as Land Reference Number 11895/124, situate along Mombasa Highway within Mavoko Municipality of Machakos District.”

23. The agreed purchase price was Kshs.102,000,000/= . A deposit of Kshs.10,200,000/= was to be paid on or before the execution of the sale agreement. However, a dispute over the property that was the subject of the sale arose between Harp Investco Limited, (who claimed a purchaser's interest), NSSF and Golden Terrace, and a caveat was registered against the title by Harp Investco Limited, which also filed suit against NSSF and Golden Terrace, to wit, HCCC No. 22 of 2007.
24. On 16th June 2010, the aforesaid Consent Order was recorded. by the said parties to the suit. Earlier on, Golden Terrace had assigned its interests over parcel No. 11895/24 to the appellants herein and written to NSSF's Advocates, Wetangula, Adan Makokha & Advocates asking them to transfer their portion of land to the appellants.
28. On 27th May 2010, NSSF, as the registered proprietor of LR No. 11895/50, in consideration of a sum of Kshs.6,391,395 paid by the appellants, transferred to the appellants LR No. 11895/48. The transfer was registered on 16th June 2010, but the Certificate of Title that was issued on the same date refers to LR No. 11895/50.
29. It seems to us rather obvious that there was a clerical error in the preparation of the transfer document in making reference to LR No. 11895/48 when the subject matter in the entire transfer was LR No. 11895/50. Such an error could easily have been rectified under section 59 (2) of the Registration of Titles Act. To substantiate this clerical error, it is apposite that we reproduce the relevant portions of the Transfer document as hereunder:

“ Republic Of Kenya



The Registration Of Titles Act (Chapter 281)

Title Number I. R. 122714

Transfer L.R No. 11895/50

The Board Of Trustees National Social Security Fund (NSSF)

To

Harish Ramji, Bharat Ramji And Ashvin Ramji

Drawn By:

Wetang'ula, Adan, Makokha & Company Advocates,

Corner House, 8th Floor, P.O. Box 10741-00100

Nairobi

Republic Of Kenya

The Registration Of Titles Act (chapter 281)

Certificate Of Title Number I.r. 122714 Annual Rent: KSHS 142,400/- (REVISABLE)

Term: 99 YEARS FROM 1/5/1992

Transfer

This Instrument Of Transfer is made this 27th day of May Two Thousand and Ten Between
The Board Of Trustees National

Social Security Fund (NSSF) A Statutory Body Corporate duly established under the provisions of the *National Social Security Fund Act* (Cap. 258) Laws of Kenya and whose postal address is Post Office Box Number 30599-00100, Nairobi in the Republic of Kenya (hereinafter referred to as “the Vendor” which expression where the context so admits shall include its successors and assigns) of the one part and Harish Ramji, Bharat Ramji And Ashvin Ramji all of Post Office Box Number 4481 Nairobi, (hereinafter all called referred to as “the Purchasers” which expression shall where the context so admits include their personal representatives, heirs and assigns) of the other part;

Whereas:

- a. The Vendor is registered as Proprietor as Grantee from the Government of the Republic of Kenya for the term of Ninety Nine (99) Years from the day of May one thousand Nine Hundred Ninety Two (Subject however to the revisable annual rent, acts, special conditions, encumbrances and other matters specified in the Memorandum endorsed on the Certificate of Title registered as I.R Number 122714 of All That piece and parcel of land situate in the North West of Athi River in the Machakos District, Republic of Kenya containing by measurement three decimal naught four three (3.034 Ha) Hectares or thereabouts and being Land Reference Number 11895/50 which piece of land with the dimensions abuttals and boundaries thereof is delineated on the plan annexed to the said Grant and more particularly on Land Survey Plan Number 302875 deposited in the Survey Records Office at Nairobi aforesaid and thereon bordered red and being the premises in the Certificate of Title registered as I.R. 122714.



- b. The Vendor has agreed to sell and Purchaser has agreed to purchase the said piece or parcel of land hereinbefore fully described at a consideration of a sum of Kenya Shillings Six Million Three Hundred and Ninety One Thousand Three Hundred and Sixty Five (Kshs. 6,391,365/=)
- c. Now this instrument of transfer witnesseth that in consideration of a sum of Kenya Shillings Kenya Shillings Six Million Three Hundred and Ninety One Thousand Three Hundred and Sixty Five (Kshs.6,391,365/=) paid by the Purchaser to the Vendor (receipt whereof the Vendor hereby acknowledges) the Vendor doth hereby transfer unto the Purchaser all its right and interest in the said piece of land known as Land Reference Number 11895/48 together with all the buildings and improvements, if any, erected and now being thereon SUBJECT however to the revisable annual rent of Kenya shillings...(Kshs. 142,400/=) and to the Act, Special Conditions, Encumbrances and other matters specified in the Memorandum hereunder written.

In witness whereof the said parties have hereto executed this transfer the day and year hereinbefore written.”

30. Section 23 (1) of the Registration of Titles Act provides as follows:

“The certificate of title issued by the registrar to a purchaser of land upon a transfer or transmission by the proprietor thereof shall be taken by all courts as conclusive evidence that the person named therein as proprietor of the land is the absolute and indefeasible owner thereof, subject to the encumbrances, easements, restrictions and conditions contained therein or endorsed thereon, and the title of that proprietor shall not be subject to challenge, except on the ground of fraud or misrepresentation to which he is proved to be a party.”

31. The 1st respondent stated in its Statement of Defence and Counterclaim that the transfer of the suit property to the appellants was fraudulent in that:

- “(a) they knew and/or ought to have been aware that NSSF had already agreed to transfer the suit property to the defendant and recognized their interest in the suit property despite the fact that it was not a party to the said High Court Civil Case Number 22 of 2007;
- b. they accepted and/or caused the suit property to be transferred to themselves in breach of the terms of the Court Order made on 16th June 2010 and contained in the Decree issued on 1st July 2010 when they knew or ought to have known that this was wrongful; and
- c. they contrived with NSSF to have the property transferred to themselves deceitfully in breach of the terms of the aforestated Decree.”

32. It is trite law that allegations of fraud must be strictly proved. See *Ratilal Gooldhanbhai Patel vs Lalji Makanji* [1951] EA 314. There was no sufficient evidence that the appellants knew that NSSF had agreed to transfer the suit property to the 1st respondent; and neither was it shown that the transfer was in breach of the terms of the consent order.



33. In the absence of proof of the pleaded allegations of fraud, the learned judge misdirected herself in making findings regarding the acreage of land transferred and the consideration thereof when she stated:

“ 32. No evidence was tendered by the Plaintiff to show how come land measuring only 3.043 ha was transferred to the plaintiffs yet under the agreement entered into between Golden Terrace Limited and the 2nd defendant, this company was buying 120 acres which is approximately 18.562 ha. One would have expected the assignment to cover the entire 120 acres stated in the sale agreement, or evidence of how the decision to transfer only 3.043 ha to the plaintiffs was arrived at. Further, the plaintiffs did not adduce evidence of payment of the consideration indicated in the transfer of the suit land to their names.

33. The Transfer of the suit land was executed by the 2nd defendant. The 2nd defendant was not entirely honest in these transactions. It is not clear why it sought and accepted payment from the 1st defendant on the understanding that it would sell it a portion of its land measuring 7.47 acres then reneged on the transaction. All the while it was represented by the firm of Wetangula Adan Makokha and Company Advocates, which exchanged numerous correspondence with the 1st defendant and its advocates confirming to the 1st defendant that the transaction was on course.”

34. With respect, the above findings could not amount to fraud or misrepresentation which the appellants were party to, in the absence of any sale agreement of the suit property between the 1st respondent and the 2nd respondent.

35. In view of the foregoing, we are satisfied that the appellants acquired a valid title to the suit property.

36. We now turn to consider whether the 1st respondent acquired any proprietary interest over the suit property. The 1st respondent's claim over the suit property was premised on a letter of offer dated 26th September 2006 issued to her by the 2nd respondent, full payment of the agreed purchase price, and its occupation of the suit property prior to commencement of the suit before the trial court.

37. The letter of offer by NSSF to the 1st respondent read as follows:

“Mombasa Cement Company,

Box 83594 Mombasa

Dear Sir,

Re: Sale Of Mavoko - L.R. 11895/11 (Part)

Thank you for your letter dated 21st August 2006 regarding the above subject matter.

Following your request the Fund has allocated you part of the above plot (7.47 acres) on the following terms: -

1. The sale price of the plot is Kshs.900,000/- per acre.
2. It shall be sold to you on cash basis.
3. Upon acceptance of this offer you will pay Kshs.672,300/- being 10% deposit of the purchase price within seven days from the date of this letter.



4. Completion of the sale shall be within ninety (90) days from the date of execution of the formal Sale Agreement.

The Fund lawyers for this transaction shall be: -

Ahmednasir, Abdikadir & Co. Advocates, Prudential assurance Building,

1st Floor Wing B, Wabera Street,

Box 57731, NAIROBI.

Yours faithfully

Signed

J.G. Mabiria

For: Managing Trustee

Ahmednasir, Abdikadir & Co. Advocates, Prudential assurance Building,

1st Floor Wing B, Wabera Street,

Box 57731, Nairobi.”

38. On 28th September 2006, the 1st respondent’s advocates, A. B. Patel & Patel, wrote to NSSF with reference to the letter of offer and enclosed a cheque for Kshs.672,300/= being the deposit towards purchase of LR No. 11895/11 (part). They also requested for copies of the title and a draft sale agreement for their perusal. It appears that the property that was offered to the 1st respondent, LR No. 11895/11 (part), is different from the one that was offered to the appellants, LR No. 11895/24 (part).
39. Correspondence between the 1st respondent, NSSF and their respective advocates went on, but it is important to point out that due to some disagreement between them, no sale agreement was ever executed. On 22nd February 2010, the 1st respondent’s advocates wrote to NSSF’s advocates as follows:

“Mr. Ahmed Adan,

M/s Wetang’ula, Adan, Makokha & BY EMAIL Company Advocates,

Nairobi. Dear Sirs,

Re: LR No. 11895/24 (Part)

Mavoko Municipality

We refer to the conversation of Friday last with the undersigned.

We confirm that we have been instructed by Mombasa Cement Ltd to negotiate and complete the purchase of the above property from your clients, NSSF.

You suggested that all parties, including, Mr. P.J. Kakad Advocate, (acting for Harps Invesco), do meet to work out the finer details of the intended transaction. As you are tied up most of this week, could you confirm that Thursday 4th March 2010 at 11.00 am is suitable to you and your clients. We could hold the meeting, subject to your approval, at your offices.

Kindly let us have your urgent confirmation. By a copy of this letter to Mr. Kakad, we are requesting him to confirm that the date and time is suitable for him.



In the meantime, do note our clients have paid to your clients a total sum of Kshs.8,760,587.00 as deposit. This being Kshs.9,000,000.00 per acre of 9.7 Acres. Do ask your clients to let us have a receipt of the payments made.

Yours faithfully,

A. B. Patel & Patel Signed

Vikram C. Kanji

c.c 1. The Directors,

Mombasa Cement Ltd By email Mombasa

2. Mr. P.J. Kakad Advocate Nairobi.”

40. On the same date (22nd February 2010) the 1st respondent and her advocates clarified that the price per acre was Kshs.900,000/= and not Kshs.9,000,000/=.

41. The appellants argued that the 1st respondent’s counterclaim was unsustainable in the absence of a sale agreement signed by NSSF to prove a valid disposition of land as required under section 3 (3) of the Law of Contract Act which provides as follows:

“No suit shall be brought upon a contract for the disposition of an interest in land unless –

(a) the contract upon which the suit is founded –

i. is in writing

ii. is signed by all the parties thereto

iii. the signature of each party signing has been attested by a witness who is present when the contract was signed by such party.”

42. The appellants’ advocates cited this Court’s decision in Machakos District Co-operative Union Limited vs Philip Nzuki Kiilu Civil Appeal No. 112 of 1997 (unreported) which affirmed that a letter of offer does not qualify as a contract for the purposes of section 3 (3) of the Law of Contract Act. Counsel added that even the letter of offer was subject to execution of a formal agreement.

43. In response, the 1st respondent’s advocates submitted that the transfer of the suit property was pursuant to the consent decree of 16th June 2010 and therefore the provisions of section 3 (3) of the Law of Contract Act are not applicable.

44. We do not agree with the 1st respondent’s submission on this issue.

Firstly, a consent order cannot vary express provisions of a Statute. Secondly, the 1st respondent was not a party to the said consent. Thirdly, even the consent expressly stated that each purchaser shall pay for his or her portion of the land “at the agreed rate of purchase price in the sale agreement.” And lastly, the letter of offer was subject to a sale agreement, and even after the 1st respondent paid the 10% deposit of the purchase price they were pursuing execution of a formal sale agreement. The 1st respondent made some effort to have a formal sale agreement executed between her and NSSF, but that was not to be. It is rather surprising that the 1st respondent paid the full purchase price before execution of any sale agreement.



- 45. It is trite law that in the absence of an agreement for sale of land that is duly signed by both parties, no suit brought upon a contract for disposition of an interest in land is sustainable. See *Kukal Properties Development vs Maloo & Others* [1990 – 1994] EA 281.
- 46. We therefore find that the learned judge erred in law by failing to find that the 1st respondent’s counterclaim for the suit property could not be sustained in the absence of a sale agreement.
- 47. In conclusion, we allow the appeal and set aside the impugned judgment delivered on 11th October 2019, and substitute therefor an order allowing the appellants’ prayers in the plaint dated 27th July 2010. We also dismiss the 1st respondent’s counterclaim dated 3rd April 2019.
- 48. Regarding the costs of the appeal and of the proceedings before the trial court, we are satisfied that they should all be borne by the 2nd respondent, NSSF, which created all the mess in these transactions, and which did not even bother to defend the suit before the trial court, or participate in this appeal.
- 49. Further, NSSF should refund to the 1st respondent all the purchase price paid to it by the 1st respondent in respect of this matter, together with interest at court rates from the date of payment until payment in full.

DATED AND DELIVERED AT NAIROBI THIS 15TH DAY OF DECEMBER 2023.

D. K. MUSINGA (P)

.....

JUDGE OF APPEAL

H. A. OMONDI

.....

JUDGE OF APPEAL

G. W. NGENYE-MACHARIA

.....

JUDGE OF APPEAL

I certify that this is a true copy of the original

SIGNED

DEPUTY REGISTRAR

