



**Kambu v Chamanga & 5 others (Environment & Land Case
162 of 2017) [2024] KEELC 4332 (KLR) (28 May 2024) (Judgment)**

Neutral citation: [2024] KEELC 4332 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT MALINDI
ENVIRONMENT & LAND CASE 162 OF 2017**

EK MAKORI, J

MAY 28, 2024

BETWEEN

MARTIN MWACHIRO KAMBU PLAINTIFF

AND

CHARLES JUMBALE CHAMANGA 1ST DEFENDANT

KAI CHAMANGA 2ND DEFENDANT

RIMBA CHAMANGA 3RD DEFENDANT

MZUNGU CHAMANGA 4TH DEFENDANT

SISINZA MTSONGA CHAMANGA 5TH DEFENDANT

THE REGISTRAR OF TITLES - KILIFI 6TH DEFENDANT

JUDGMENT

1. In a further amended plaint dated 12th June 2023, the plaintiff seeks from the defendants, jointly and severally, the following crucial reliefs:
 - a. A declaration that the plaintiff is entitled to an exclusive and unimpeded right of possession and occupation of 4 acres to be hived off Kilifi/Roka/26 (the suit property) and that the defendants, whether by themselves or their servants or agents are wrongfully in occupation of the suit property and need to give vacant possession.
 - b. An Order directing the District Land Registrar – Kilifi to rectify the land register by deleting and cancelling the fraudulent subdivision of Title No.Kilifi/Roka/26 to parcel Nos.1736, 1737, and 1738 and registration of Mwaka Sonje and Sisinza Mtsonga Chamanga as proprietors in common and restoring the title as it were before the fraudulent registration or alterations of the title.



- c. A permanent injunction restraining the defendants jointly by themselves, agents, or servants from selling, leasing, or otherwise disposing of any interest in the suit property and the plaintiff's quiet possession of his portion thereof.
 - d. General damages and special damages.
 - e. Costs of this suit together with interest thereon and on special damages.
2. The 1st, 2nd, 3rd, 4th, and 5th defendants denied the claim in their statement of defence to the amended plaint dated 7th July 2022 while the 6th defendant filed and served a statement of defence dated 22nd February 2023.
 3. The plaintiff, Martin Mwachiro Kambu, testified that he had been the beneficial owner of the 4 acres to be excised from the parcel Plot No. LR No. 5943 Tezo/Roka/26 - the suit property - since 2005.
 4. The plaintiff states that the defendants as a family, after the death of their father, Chamanga Mtsonga Chamanga, had a financial crisis, and through the elder son, Fredrick Chamanga, in consultation with the other family members and as a representative of the family and of the Estate of his late father agreed to sell 4 acres, of the suit property once they had secured the Letters of Administration / or the Grant of Representation. The 4 acres would be transferred to the plaintiff, who believed them. This was an understanding based on mutual trust that the family of the late Chamanga would keep their word. Unfortunately, the same did not happen despite several requests for them to do so. Hence, a contingent agreement with the family as a whole and through the family's elder son.
 5. The plaintiff, who testified as (PW1), wrote a statement dated 24th July 2017, which was adopted as his evidence in chief. The plaintiff filed a list of documents on the even date to support the prayers sought.
 6. He testified that he had an understanding with the elder son of the family, Fredrick Chamanga, as amended in paragraph 5 of the plaint; it was to the effect that the family was to sell to him 4 acres of land to be carved from the original title Plot No. LR No. 5943 Tezo/Roka/26. Since it was in the name of their deceased father, the transfer was to happen immediately after succession was concluded. Over several years, the plaintiff did not receive the 4 acres as agreed upon. The family's reluctance led the plaintiff to file a Citation at Malindi High Court in Citation Cause No. 67 of 2015, urging the family of the late Chamanga to take out Letters of Administration or the Grant of Representation. The parties were served but never appeared or responded, and after the Gazettement, a Confirmed Grant was issued to the plaintiff. It was during the process of executing the Grant issued that the plaintiff discovered that another Grant had been issued at the Subordinate Court at Kilifi; the parties never disclosed this to the plaintiff, or the reason for their unwillingness to participate in the citation in the High Court proceedings or as to why they ignored the plaintiff's proprietary rights, a new Green Card had been issued, hence necessitating the amendment of the plaint according to the plaintiff, the action by the defendants amounted to a breach of trust, fraudulent and calculated to frustrate and deny him his share of 4 acres as agreed. The plaintiff sued the defendants on their behalf and in their representative capacity. The plaintiff's evidence is that by acts of fraud perpetrated by the defendants jointly and severally, the subdivisions and mutations and subsequent registrations done excluding him were fraudulent. The defendants withheld /or concealed material information or facts from the Court and during registration with the sole aim of defrauding him, and therefore, the plaintiff seeks the Court's protection.
 7. Justine Mwango Chonga, who testified as PW2, adopted his statement dated 17th February 2022, his primary evidence being that the family of the late Chamanga had financial difficulties and were looking for a person to purchase a portion of the suit property, led by the eldest son Fredrick Jumbale, he requested him to look for a buyer for the sale of the 4 acres of his father's land. PW2 confirms being a



- link between the plaintiff and now the late Fredrick Jumbale Chamanga. It is also PW 2's evidence that Fredrick Jumbale was a person well known to him, and as his agent, he believed that he was acting as a representative of the family upon consultation; thus, an agreement based on the understanding that Once the letters of Administration were taken out, the 4 acres would then be hived from the main title.
8. That after the death of Chamanga, his son Fredrick Jumbale Chamanga took possession of all documents and proceeded to acquire letters through Chamanga's widows, ignoring the plaintiff's share even after being informed of the same, which action was intentional, and thus injuring the plaintiff's proprietary rights arising from the sale.
 9. Samson Nyange, who testified as PW3 in support of the plaintiff's case, adopted his statement of 17th February 2022, confirming that the plaintiff is entitled to the 4 acres claimed in the plaint. He witnessed the sale and the undertaking of giving the 4 acres to him when the succession /probate process was complete. Hence, an agreement was made based on due process, and therefore, the defendants were estopped from alleging that the elder son had no saleable interest.
 10. James Nyaje testified as PW4 and stated he was a friend to both the plaintiff and the family of Fredrick Jumbale; being a neighbour confirmed that he was present and aware of the sale of the portion of the suit property to the plaintiff.
 11. Silvester Konde Kalam PW5 also adopted his statement of 12th June 2023; he admitted knowledge of the plaintiff's entitlement to the 4 acres, having known the family for a long time. It is also his evidence that the 5th plaintiff, Sisinzia Mtsonga Chamanga, had long separated from the late Chamanga Mtsonga Chamanga and, therefore, would not be the beneficiary of his estate, though his son Itimba Chamanga would.
 12. The 2nd and 4th defendants Kai Chamanga and Mzungu Chamanga testified as DW1 and DW2 respectively and also on behalf of the 1st and 5th defendants. They adopted their written statements dated 8th September 2022 as their testimonies in chief and produced exhibits No.1 to 8 attached to their list of documents dated 14th September 2022. They denied having entered into an agreement with the plaintiff to sell him the 4 acres of land to be hived from Title No.Kilifi/Roka/26. They testified that upon the death of Chamanga Mtsonga Chamanga, they commenced succession proceedings at Kilifi Law Courts and that after confirmation of the grant, Title No.Kilifi/Roka/26 was transmitted to the widows of the deceased, namely, Mwaka Sonje and Sisinza Mtsonga Chamanga, who proceeded to subdivide the land into three parcels, to wit, Title No.Kilifi/Roka/1736, 1737 and 1738 .
 13. The 3rd defendant, Rimba Chamanga, testified as DW3. He said he never instructed a lawyer to act on his behalf and disowned the statement allegedly signed and filed on his behalf. He decided to act in person and denied the alleged sale of the 4 acres. He also said he was not aware of the Citation in Malindi Citation Cause No. 67 of 2015.
 14. From the evidence and materials placed before me, the issues that I frame for the decision of this Court are:
 - a. Whether there was a valid agreement for the sale of 4 acres of land to be hived from Title No.Kilifi/Roka/26.
 - b. Whether the registration of the original Title No.Kilifi/Roka/26 into the names of Mwaka Sonje and Sisinza Mtsonga Chamanga and its subsequent subdivision into Title Nos.Kilifi/Roka/1736, 1737, and 1738 were obtained fraudulently and illegally.
 - c. Whether the Plaintiff is entitled to the reliefs claimed in the further amended plaint.



- d. Who should bear the costs of these proceedings?
15. The Court directed the parties to file written submissions, and they complied.
16. On whether there was a valid agreement of sale of the 4 acres to the plaintiff collectively by the family of the late Chamanga Mtsonga Chamanga, Mr. Magiya for the plaintiff submits that from the evidence on record, the plaintiff has proved a case on a balance of probabilities for this Court to grant the prayers sought. He states that the family of the late Chamanga, through Fredrick Jumbale, entered an agreement with him on the understanding that the family was to transfer the 4 acres to him after succession. The contract is valid and enforceable. It will be a breach of trust if this Court cannot enforce the agreement.
17. Mr. Shujaa, for the 1st, 2nd, 4th, and 5th defendants, submits that it is not in dispute that Title No. Kilifi/Roka/26 was initially owned by the late Chamanga Mtsonga Chamanga (deceased). This is evidenced by a copy of the title deed produced in evidence. It is also not in dispute that the deceased died on 27th September 1998 before the plaintiff purchased the 4 acres of land in the year 2005. A copy of the deceased's certificate of death was also produced in evidence. From the evidence adduced by the Plaintiff and his witnesses, it is apparent that the agreement for the sale of the 4 acres was made between the plaintiff on the one hand and people he claims to have been representatives of the estate of the deceased sometime in the year 2005. From the evidence adduced, the people alleged to have been the representatives of the deceased were two sons of the deceased, namely Fredrick Jumbale Chamanga, who signed the agreement as the seller, and Mwabonje Chamanga, who witnessed the execution of the agreement.
18. Mr. Shujaa asserts that the plaintiff did not adduce any evidence showing that at the time of the sale of the 4 acres, Fredrick Jumbale and Mwabonje Chamanga were representatives of the deceased's estate. The plaintiff did not produce evidence of a grant of letters of administration intestate that appointed them as personal representatives of the deceased that it is trite law that the personal representative of the estate of a deceased person who dies intestate is appointed pursuant to the provisions of the [*Law of Succession Act*](#) Chapter 160 of the Laws of Kenya. From the evidence adduced, it is apparent that Fredrick Jumbale and Mwabonje Chamanga had not been appointed personal representatives of the deceased's estate when the 4 acres of land were sold. Section 45 of the said Act prohibits any person who has no grant of representation to the estate of a deceased person from disposing of any free property of a deceased person. Any person who does so is deemed to be intermeddling with the deceased's estate and is guilty of a criminal offence punishable under Section 45(2)(a) of the Act.
19. That because the said Fredrick Jumbale and Mwabonje Chamanga had no grant of representation at the time they received the purchase price from the plaintiff. They had no legal capacity to dispose of the 4 acres of land, and consequently, the agreement for sale made between Fredrick Jumbale and the plaintiff for the sale of the 4 acres of land belonging to the estate of the deceased is null and void. Even if, for argument's sake, it is said that the two sons were selling the 4 acres of land in anticipation that the 4 acres would ultimately devolve to them as their share in the estate so that it would be held that they had sold that which belonged to them, that did not confer on them any rights to the 4 acres of land at the time of the making of the agreement because the estate of the deceased would first have to be divided amongst the heirs during the confirmation of the grant for the said sons to know their shares in the estate. They could not validly sell the 4 acres of land in anticipation that the 4 acres would ultimately devolve to them. As at that moment in time, the two sons had no title, property, or interest in the 4 acres of land capable of being passed to the plaintiff, the agreement for sale was therefore null and void. For this proposition of the law, the decision in the case of *Simiyu v Watambamala*, Civil Appeal No.34 of 1984, is cited.



20. Mr. Shujaa further argues that from the evidence adduced, it is not in dispute that the suit land is an agricultural parcel of land. They are situated in a land control area. Section 6 of the [Land Control Act](#), Chapter 302 of the Laws of Kenya, provides that consent to the subdivision and sale of the land must be obtained from the Land Control Board in whose jurisdiction the land is situated within six months of the making of the agreement failure to which the agreement becomes null and void for all purposes. The plaintiff admitted under cross-examination that the Land Control Board's consent to the transaction was not applied for and obtained the agreement to sell the 4 acres of land, which is null and void for all purposes. Further to the preceding, Section 22 of the Act makes it a criminal offence for any person to pay or receive any money or enter into or remain in possession of any land in furtherance of an avoided agreement. Such person shall be guilty of an offence punishable under Section 22 (1) and (b) of the Act. The decision in the case of *David Sironga Tukai v Francis Arap Muge & 2 others*, Civil Appeal No.76 of 2014, is cited.
21. Mr. Munga, the 6th defendant, takes a similar view as Mr. Shujaa's. He asserts that the process leading to the transfer and subdivision of the original title was carried out by the 6th defendant following successful transmission in the Kilifi SRM Succession Cause No.18 of 2012.
22. As correctly submitted by Mr. Shujaa and Mr. Munga, the free property of a deceased person cannot be sold before letters of administration are taken out. In *re Estate of Charles Gungu Gwiyanga (Deceased)* (Succession Cause 44 of 2021) [2022] KEHC 10300 (KLR) (22 July 2022) (Ruling), discussing the same issue Musyoka J. had this to say:
- “Catherine dealt with individuals who did not hold a grant over the deceased's assets herein. Their transactions were, therefore, caught up in section 45. They amounted to intermeddling, they were criminal in character and, therefore, unlawful. Secondly, by dint of section 79, the persons who sold the land to her did not have a legal title to the property, as they were not administrators and the assets did not vest in them. They could confer no valid title to her whatsoever. The said sales were founded on lies since the sellers held themselves out as “Owners” of the land they were selling, when in fact they did not. Their only interest in the assets was that they had the expectation that at confirmation they would be devolved to them. That expectation is not a certainty since assets can be sold, with leave of court, to settle estate debts, in which case they would be unavailable to the survivors of the deceased at confirmation, hence the provisions in section 82(b)(ii) that no immovable property is to be sold before grant is confirmed. The right to inherit the assets sold had not capitalized to the sellers when they purported to sell it to Catherine, and they had nothing, therefore, to sell to her at the time that the alleged sales were done. Consequently, Catherine acquired no interest at the estate to constitute her a beneficiary of the estate, and there would, therefore, be no basis for her to be added to the list of beneficiaries in the cause, nor to be joined to these proceedings as an interested party. The interest she seeks to protect was acquired through a process which section 45 and 82(b)(ii) have declared to be unlawful. A transaction rendered unlawful by statute cannot, subsequently, be protected by the law.”
23. The assertion that Fredrick Jumbale acted on the family's behalf is unfounded. The deceased father's estate was not available for distribution, and the family could not ‘consent’ to distribute it as alleged by the plaintiff. The succession process had to follow its course. The plaintiff, knowingly or not, adopted an illegal procedure to purchase the 4 acres. He took a risk, hoping that the family could not betray him when succession was to be taken out. However, the succession process was concluded, and the widows, not the ones who sold him the land, were the ones involved. The estate was devolved to them, and they distributed it to the known heirs, excluding the plaintiff.



24. Dealing with agricultural land, such as the one in question, requires consent from the relevant Land Control Board. However, such an application could not be made because none of the beneficiaries had the capacity to make the application for sale and subdivision. Furthermore, the land was not available for any dealings due to the pendency of the Succession Cause.
25. This Court and the Superior Courts, given the promises by the 2010 Constitution, have attempted to alleviate the sufferings that purchasers undergo when the sellers turn around after the passage of the six months, try to void contracts of sell of land for lack of consent from the relevant Land Control Board. This Court has held that where, for all purposes and intent, the purchaser has paid all the purchase price, taken possession, and the seller turns around to void the contract of sale, the doctrine of a constructive trust is called in aid of the purchaser; see, for example, the Court of Appeal decision in *Aliaza v Saul (Civil Appeal 134 of 2017)* [2022] KECA 583 (KLR) (24 June 2022) (Judgment), as per Mumbi JA:

“In my view, from the time the appellant entered the first of the two parcels of the suit land in 2002 and into the subsequent portion that he purchased in 2004, a constructive trust in his favour was created in respect of the land. Such trust, as was found by the court in the case of *Macharia Mwangi Maina*, became an overriding interest over the suit land. The failure on the part of the respondent to obtain the necessary consent from the Land Control Board within the required period of six (6) months to enable the appellant transfer the suit land into his name does not render the transaction void. Equity and fairness, the guiding principles in Article 10 of *the Constitution*, require that the *Land Control Act* is read and interpreted in a manner that does not aid a wrongdoer, but renders justice to a party in the position of the appellant.”

With whom Kiage, JA agreed in this manner:

“It is time, I think, that this Court spoke in unmistakable terms that it would not, in this day and age, rubber-stamp fraud and dishonesty by holding as null and void agreements freely entered into by sellers of agricultural land, and which have been fully acted upon by the parties to it, when those sellers, often impelled by no higher motives than greed and impunity, seek umbrage under the *Land Control Act*, an old statute of dubious utility in current times.....

And that is how a once well-intentioned provision of law, as set out by my sister Judge, now gets twisted, taken advantage of, and abused to divest a seller of his duty under the contract. That is using the statute as a cloak and an alibi for fraud and dishonesty. It flies in the face of all that is right and just and honourable. And courts which are just and honourable, should put the matter right by requiring him to meet his just obligations and denying him the benefits of default and deceit.”

26. The situation here is different; the purchaser, in this case, entered an agreement with a person who could not pass a good title. He had none in the first place. If he had, I would have called into the plaintiff's aid the doctrine of constructive trust to his favour, for as the enduring maxim of equity goes—equity deems as done that which ought to be done—and specifically order the performance of the contract entered between the plaintiff and Fredrick Jumbale.
27. It is my finding that the agreement between the plaintiff and one Fredrick Jumbale on behalf of the greater Chamanga family was null and void for all purposes. Even equity cannot sanction it.



28. Whether there was fraud in the transmissions and subsequent subdivisions and registrations that ensued after succession, Mr. Magiya, for the plaintiff, avers that the provisions of Section 26 of the [Land Registration Act](#) provide instances when a title can be impeached to include when a title is obtained through fraud or corrupt schemes. In this case, he states that the subsequent titles obtained after succession did not consider the beneficial interest of the plaintiff, who was entitled to the 4 acres as a purchaser. Mr. Magiya avers that the titles held by the respective defendants cannot pass as good titles and that the defendants cannot purport to dangle them as indefeasible since they were acquired fraudulently, citing the case of *Munyu Maina v Hiram Gathiha Maina* [2013] eKLR.
29. On the other hand, Mr. Shujaa, for the 1st, 2nd, 4th, and 5th defendants regarding the issue of fraud, submits that the registration of Title No. Kilifi/Roka/26 in the names of Mwaka Sonje and Sisinza Mtsonga Chamanga and its subsequent subdivision into Title Nos. Kilifi/Roka/1736, 1737, and 1738 were not obtained fraudulently and illegally for reasons that upon the death of the deceased, the estate devolved to his two widows, namely, Mwaka Sonje and Sisinza Mtsonga Chamanga, after a succession cause that was filed at Kilifi Law Courts. The defendants produced a grant of representation and a certificate of confirmation of the grant. Evidence shows that upon transmission into the names of the two widows, they subdivided the title into three parcels. The two widows were not party to selling 4 acres of land to the plaintiff. No evidence was adduced showing that the two widows had consented to the sale of the 4 acres of land or that they were aware of or involved in the sale of the 4 acres of land. The two widows cannot, therefore, be said to have worked behind the scenes and secretly and through concealment of facts relating to the plaintiff's alleged interests in the suit land and got themselves registered as owners of the suit land without involving the plaintiff as pleaded in the further amended plaint.
30. He further states that the plaintiff has not adduced any evidence in support of the particulars of fraud and illegality pleaded in paragraph 12 of the further amended plaint. Therefore, no evidence of fraud or illegality on the part of the defendants has been adduced and proved to the required standards.
31. Mr. Munga, for the 6th defendant, is of the same view, stating that the 6th defendant acted out of an abundance of caution. Following transmission dated 4th April 2014 from the SRM Kilifi Succession Cause No. 18 of 2012, title deeds were issued to the widows of the deceased in accordance with the Law of Succession Cap—160 laws of Kenya. The widows have long subdivided the titles to other beneficiaries, as the Green Card can show.
32. The plaintiff in this matter entered an agreement, as stated, with a person who could not enter into any dealings with the estate of the deceased herein. The agreement was void for all purposes. No fraud has been proved against the deceased's estate to warrant rectification of title(s) subsequently issued.
33. On the reliefs sought in the plaint, Mr. Magiya, for the plaintiff, believes that the prayers sought are germane and should be allowed as prayed.
34. Mr. Shujaa for the 1st, 2nd, 4th and 5th defendants is of the contrary view stating that the plaintiff seeks to enforce a contract that the law has declared null and void for all purposes. His claim against the defendants is premised on the avoided agreement for sale. It is trite law that where contracts are expressly declared illegal by Statute, the contract is rendered void and unenforceable from its inception. It is apparent that the plaintiff now seeks to enforce an agreement that the law has declared null and void for all purposes. It is now well established that no Court ought to enforce an illegal contract or allow itself to be made the instrument of enforcing obligations alleged to arise out of an illegal contract.



35. In support of this averment, the case of *Mistry Amor Singh v Kulubya* [1963] E. A 408 is cited. The court stated as follows:

“No Court ought to enforce an illegal contract where the illegality is brought to its notice and if the person invoking the aid of the Court is himself implicated in the illegality.”

36. I agree with Mr. Shujaa on this point and add that the agreement relied upon by the plaintiff is null and void, and this Court cannot enforce it. The remedy available to the plaintiff is to recover the money from the party he had paid, who in this case is Fredrick Jumbale. This is provided for in Section 7 of the *Land Control Act*, which states that the money or consideration shall be recoverable as a debt by the person who paid from the person to whom it was paid. As already alluded to above, citing the case of *Aliaza* (supra), not even the idea of constructive trust can come to the plaintiff's aid under this case's circumstances, as the sale agreement was premised on an illegality. The seller had no title of his own to pass. The whole estate of the late Chamanga cannot be held to account. In his lifetime, the deceased did not sell the land to the plaintiff for the plaintiff to be counted as a creditor.

37. The plaintiff also relied on a grant of letters of administration intestate to the estate of the deceased made to him by the Court in 2015 to enforce the agreement for sale. The grant of representation and confirmation of the grant are null and void, given that by the time the grant was made in 2015, the deceased's estate had already been distributed to the heirs pursuant to a grant made in 2012 and confirmed in 2013—the transfer of Title No. Kilifi/Roka/26 to the two widows of the deceased was made pursuant to transmission upon completion of a succession cause in the deceased's estate. No Court has revoked the grant and certificate of confirmation in that cause. Perhaps this is where the plaintiff would have started by seeking revocation of that grant. This Court has no jurisdiction to determine the right persons to inherit the deceased's estate. That is the province of the High Court - Family division. The deceased's estate had already been distributed to the heirs, but the grant to the plaintiff became inoperative and unenforceable from inception. It cannot be used to enforce the otherwise avoided agreement for sale. The grant issued to the plaintiff is otiose. It cannot come to his aid now or in the future. Evidence on record, as stated, has proved that the plaintiff did not purchase the 4 acres of land from the deceased. As such, he does not qualify as a creditor or beneficiary of the deceased's estate. Although the plaintiff was issued with a grant in 2015, he cannot rely on the avoided agreement for sale and, based on the strength of the grant, supplant himself as an heir or beneficiary of the estate of the deceased and proceed to transmit the 4 acres to himself as proposed in the certificate of confirmation of grant dated 27th October 2016 in which the plaintiff is listed as a beneficiary of 4 acres of the deceased's estate. In any event, the plaintiff has not sought orders of specific performance of the agreement for sale. Perhaps this is where the doctrine of constructive trust could have come to his aid. No such prayer has been pleaded in the further amended pleadings, and the parties with whom the plaintiff agreed to purchase have not been sued in this suit. There is also no privity of contract between the plaintiff and the 1st to 5th defendants. In addition to the preceding, the defendants testified that Mwaka Sonje, one of the registered owners of the suit properties, passed away. She was not sued in this suit, nor did her legal representative join in these proceedings. Therefore, no order can be issued against her or her estate.

38. At the end, the plaintiff's suit is hereby dismissed with costs to the defendants.

**DATED, SIGNED, AND DELIVERED AT MALINDI THIS 28TH DAY OF MAY 2024.
PURSUANT TO EARLIER DIRECTIONS BY THE COURT, THE PARTIES BE SUPPLIED
WITH A SOFT COPY OF THE JUDGMENT VIA THEIR RESPECTIVE EMAILS.**

E. K. MAKORI



JUDGE

