



IN THE COURT OF APPEAL

AT MALINDI

CORAM: MAKHANDIA, OUKO & M'INOTI, J.J.A.

CIVIL APPEAL NO. 4 OF 2015

BETWEEN

LUCY WANGUI GACHARA.....APPELLANT

AND

MINUDI OKEMBA LORE.....RESPONDENT

(Appeal from the ruling and order of the Environment and Land Court of Kenya at Malindi
(Angote J.) dated 28th November 2014

in

ELC No. 189 of 2014)

JUDGMENT OF THE COURT

In this interlocutory appeal, the appellant, *Lucy Wangui Gachara* is aggrieved by the ruling and order of the Environment and Land Court at Malindi, (*Angote, J*) dated 28th November 2014 in which the learned judge granted in favour of the respondent, *Minudi Okemba Lore*, an order of injunction worded as follows:

“That a temporary order of injunction be and is hereby issued restraining the defendant/respondent by herself, servants, agents and or employees from trespassing, occupying, living, continuing to live, staying and or interfering in any way with the plaintiff’s quiet possession, use, occupation, development and proprietorship of the suit property being all that piece of land known as Plot [particulars withheld] CR. No. 27990 pending the hearing and determination of this suit.”

It is common ground that as of the date the above order was issued the appellant was in actual possession and occupation of *Plot [particulars withheld] CR. No. 27990 (the suit property)*. Naturally whether the above

order was merely a prohibitory order or a mandatory injunction for the eviction of the appellant from the suit property has taken centre stage in this appeal, underlining once again the supreme importance of a court of law to issue clear and precise orders that do not leave any doubt as to what a party is supposed to

do or abstain from doing. (See ***AKHTAR BUTT & ANOTHER V. REGINE BUTT, CA NO 31 OF 2015, MALINDI***).

Before we consider the merits of this appeal, it is apposite to highlight the contextual background of the appeal. The suit property was on 4th May 2005 transferred to and registered in the name of ***Josef Joachim Strobel, (Strobel)***, under the repealed ***Registration of Titles Act***. Strobel is a German national to whom the appellant alleges to have been married in 1996 under Kikuyu customary law. The appellant and the said Strobel lived on the suit property until 2006 when their relationship broke down and Strobel thereafter relocated to Germany, leaving the appellant in occupation of the suit property.

On 5th February 2010, Strobel allegedly transferred the suit property to ***Firdaus Mohamed Ali***, “in consideration of love and affection”, who in turn, on 26th October 2010, again, “in consideration of love and affection”, transferred the suit property to ***Susan Nyambura Wangai (Wangai)***. We use the term “allegedly” advisedly because in an affidavit sworn by the appellant on 28th October 2014 in opposition to the application for injunction, which gave rise to this appeal, the appellant deponed as follows in ***paragraph 10***:

“10. That I have been in touch with my said husband who is fugitive in Germany and he informs me, which information I verily believe to be true that he did not transfer the property to either Firdaus who [he] claims not to know or Susan Wangai.”

To that affidavit was annexed a letter dated 18th October 2014 in which Joachim Josef Strobel, holder of ***German Passport No 9513753971D***, of ***Dollinger Str. 33, 80639 Munchen, Germany*** states that the appellant has 50% ownership of the suit property and that he had not signed any contract or sale agreement regarding the suit property or given the same to any person as a gift.

Be that as it may, by a charge dated 7th September 2011 and registered on 9th September 2011, Wangai charged the suit property in favour of ***Equity Bank Ltd*** to secure repayment of a loan of ***Kshs 1 million***. Wangai did not repay the loan and in exercise of its statutory power of sale, Equity Bank sold the suit property by public auction to the respondent for ***Kshs 10,2220,000***. The suit property was duly transferred and registered in the name of the respondent on 29th October 2014. When the respondent attempted to take possession of the suit property, he was confronted by the reality of the appellant’s presence thereon.

On 14th October 2014 the respondent, as the duly registered proprietor of the suit property, filed ***ELCC NO. 189 of 2014*** against the appellant seeking an order for possession of the suit property and ejection of the appellant therefrom; a declaration that the appellant was a trespasser on the suit property; and a permanent injunction to restrain the appellant from trespassing or in any way interfering with the respondent’s quiet possession, use, development and occupation of the suit property.

Contemporaneously with the plaint, the respondent filed a Notice of Motion taken out under ***Order 40 of the Civil Procedure Rules***, seeking substantively a temporary injunction ***“to restrain”*** the appellant from trespassing, ***occupying, living, continuing to live, staying*** and or interfering with the respondent’s quiet possession, use occupation and development of the suit property pending the hearing and determination of the suit. To the extent that the appellant was already in occupation of the suit premises, it is not clear how she was to be restrained from occupying, living, continuing to live or staying on the suit premises, save by an order of mandatory injunction evicting her therefrom pending the hearing and determination of the respondent’s suit.

The appellant filed a defence and counterclaim on 3rd November 2014 by which she challenged the transfer of the suit property to Wangai and the charge of the property to Equity Bank. She further pleaded that the transfer of the suit property and its subsequent charge was fraudulent, the particulars of which were set out in paragraphs 3 and 6 of the defence. Accordingly she counterclaimed for a declaration that the sale of the suit property to the respondent was null and void.

By her replying affidavit that we have already adverted to, the appellant opposed the application for

temporary injunction deposing that Strobel had never transferred the suit property to any person and that the transactions relating to it including the charge in favour of Equity Bank were fraudulent, null and void. The appellant further averred that the suit premises were her matrimonial home where she had lived for over ten years and that the respondent had not bothered, prior to purporting to purchase the same, to inquire into her presence on and occupation of the suit premises.

In a further replying affidavit sworn 31st October 2014, the appellant deposed that she had already filed in the High Court at Malindi **Civil Suit No. 8 of 2012 (OS)** under the Married Women's Property Act, 1882, seeking among others a declaration that the suit property was owned jointly by Strobel and her; an order that the suit property be shared equally between her and Strobel; a declaration that the suit property had been transferred fraudulently to defeat her interest thereon; and an order nullifying the charge of the suit property and all other entries on the register so as to ensure that the suit property reverts to Strobel. A copy of the originating summons, amended on 30th October 2014 was duly annexed to that affidavit.

That was the material that the parties placed before Angote, J. and on the basis of which he determined the respondent's application for injunction. By the impugned ruling, the learned judge held that the appellant had not adduced evidence to show that Strobel did not transfer the suit property to Firdaus Mohamed Ali or that the transfer to Ali and later to Wangai were fraudulent; that the appellant had not established that the suit property was matrimonial property; that a caveat lodged by the appellant against the register of the suit property had indicated she was a licensee rather than a wife; that there was no privity of contract between the appellant and Equity Bank; that by reason thereof the appellant had no *locus standi* to challenge the sale of the suit property by the bank to the respondent; that the sale of the suit property to the respondent had conferred in him indefeasible title; and that the only remedy available to the appellant was to seek damages. Accordingly the learned judge issued the injunction worded as earlier stated.

The appellant lodged a notice of appeal on 3rd November 2014 and the record of appeal on 27th January 2015. The appellant's memorandum of appeal raises 6 grounds. However, in our view, the appeal raises only three grounds, namely whether the learned judge erred by:

- i. ***granting a temporary injunction in the nature of a mandatory injunction for the eviction of the appellant from the suit property which was not prayed for;***
- ii. ***granting orders in the nature of a mandatory injunction without any special circumstances;***
- iii. ***delving into the merits of the suit in an interlocutory application and purporting to determine the entire suit at that stage;***

In support of the appeal, **Mr. Mouko**, learned counsel for the appellant submitted that there was no basis for granting the injunction under **Order 40 Rule 1** of the Civil Procedure Rules since the suit property was in no danger of being wasted, damaged or alienated and further that the respondent had not alleged that the appellant was likely to obstruct or delay the execution of any decree that may be obtained by him. It was counsel's further submission that a temporary prohibitory injunction is not intended to upset prevailing *status quo*, which is exactly what the impugned ruling did.

It was the appellant's contention that under the guise of issuing a temporary interlocutory injunction, the court had issued a mandatory injunction at an interlocutory stage, which was not prayed for and without addressing the question whether there were special circumstances or compelling reasons in the case to warrant the order.

Lastly Mr. Mouko submitted that the impugned order had effectively determined the entire suit in a summary manner without affording the appellant a proper hearing. Counsel argued that the respondent had sought the injunction pending the hearing and determination of the suit, but the learned judge had ended up determining the entire suit at the interlocutory stage contrary to what the respondent had prayed for and what the appellant had expected.

Mr. Kilonzo for the respondent opposed the appeal contending that grant of an injunction is a discretionary power and that this Court will not interfere with the exercise of such discretion by the trial court save where the judge has misdirected himself on the law, or misapprehended the facts, or failed to take into account relevant considerations, or taken into account irrelevant considerations or otherwise the decision is plainly wrong. The decision of this Court in **MRAO LTD V. FIRST AMERICAN BANK OF KENYA LTD & 2 OTHERS [2003] KLR 125** was relied upon in support of the proposition and the submission that this was not a proper case for interfering with the exercise of discretion by the learned judge.

Learned counsel submitted further that the respondent had made out a *prima facie* case with high probability of success where award of damages would not be an adequate remedy; that the respondent was the registered owner of the suit property whose proprietary rights as recognised by the Constitution, the ***Registration of Land Act*** and the ***Land Act*** were being violated by the appellant's unlawful occupation; that the registration of the respondent as proprietor was conclusive proof of his ownership of the suit property; that no fraud or illegality was alleged against the respondent; that even if the appellant were to succeed in the suit her only remedy in law is award of damages; and that in the circumstances the court had power to order eviction of the appellant, who was a trespasser, from the suit premises to protect the respondent's constitutional rights. As far as learned counsel was concerned, the impugned order was not final; it was merely intended to last until the suit is heard and determined.

On the authority of, among others, the decision of this Court in **KENYA BREWERIES LTD V. WASHINGTON OKEYO, CA NO. 332 OF 2000**, it was submitted that the court had jurisdiction to award a mandatory injunction even at the interlocutory stage. Learned counsel concluded by submitting that the appeal should be dismissed with costs for the additional reason that it had been overtaken by events because the appellant had been evicted from the suit property.

We have anxiously considered this appeal. Before we delve into the merits of the same, it is opportune to reiterate two important principles implicated in this appeal. The first is that this being an interlocutory appeal where the suit is pending for hearing and determination on merits before the Environment and Land Court, we must refrain from making any concluded views on the matters in dispute to avoid prejudging or prejudicing the pending suit. (See **DAVID KAMAU GAKURU V. NATIONAL INDUSTRIAL CREDIT BANK LTD, CA No. 84 of 2001**).

The second principle is that in granting or refusing an injunction, the trial court exercises judicial discretion. As a rule an appellate court will not interfere with the exercise of discretion by the trial court, even if, in the shoes of the trial court, it would have come to a different conclusion. This principle is based on the fact that the discretion involved is the discretion of the trial court, not of the appellate court. The circumstances under which this Court will therefore interfere with the exercise of discretion by the trial court are limited and were well articulated by ***Madan, JA*** (as he then was) in **UNITED INDIA INSURANCE CO. LTD V. EAST AFRICAN UNDERWRITERS (KENYA) LTD [1985] E.A 898**, as follows:

“The Court of Appeal will not interfere with a discretionary decision of the judge appealed from simply on the ground that its members, if sitting at first instance, would or might have given different weight to that given by the judge to the various factors in the case. The Court of Appeal is only entitled to interfere if one or more of the following matters are established: first, that the judge misdirected himself in law; secondly, that he misapprehended the facts; thirdly, that he took account of considerations of which he should not have taken account; fourthly, that he failed to take account of considerations of which he should have taken account, or fifthly, that his decision, albeit a discretionary one, is plainly wrong.”

(See also **MRAO LTD V. FIRST AMERICAN BANK OF KENYA LTD & 2 OTHERS, supra**).

Turning to the merits of the appeal, we agree with the appellant that on the facts of this case, the respondent could not properly invoke Order 40 Rule 1 of the Civil Procedure Rules as there was no allegation that the suit property was in any danger of being wasted, damaged, alienated or wrongfully sold

or that the appellant was threatening or intending to dispose of her property so as to obstruct or delay the respondent in the execution of any decree that may be passed in his favour. The plaint upon which the application for the interlocutory injunction was founded sought an order for possession of the suit property and ejection of the appellant therefrom; a declaration that the appellant was a trespasser; and a permanent injunction to restrain her from trespassing or in any way interfering with the respondent's quiet possession, use, development and occupation of the suit property. Since the respondent was not in possession of the suit property, the interlocutory prohibitory injunction sought against the appellant, who was in possession, presupposed that the respondent would first obtain from the court a declaration that the appellant was a trespasser followed by an order for her eviction.

The application that the respondent presented before the High Court was, on the face of it, an application for a prohibitory injunction **“restraining”** the appellant from doing something, engaging in certain conduct or taking certain action. But rather mischievously, the same application sought to restrain the appellant from **occupying, living, continuing to live, or staying** on the suit property. It is not disputed that by the time the application for injunction was made, the appellant was in possession of the suit property and had been in possession and occupation of the same for more than 10 years. To seek to stop her from occupying, living, continuing to live or to stay on the suit premises required nothing short of clear and specific prayer for a mandatory injunction. In view of the drastic nature of the remedy that the respondent was seeking at an interlocutory stage, the appellant was entitled to be notified in the clearest of terms that what was being sought in the application was her eviction, even before the suit was heard, from the property she was claiming to be matrimonial property. Instead, the application was made to appear as though all that it sought was to prohibit the appellant from wasting, damaging, alienating or wrongfully selling the suit property.

The principles on which the courts will grant an injunction are well known. This Court restated those principles in **NGURUMAN LIMITED V. JAN BONDE NIELSEN & 2 OTHERS, CA NO. 77 OF 2012**, together with the mode of their application as follows:

“In an interlocutory injunction application, the applicant has to satisfy the triple requirements to;

- (a) establish his case only at a prima facie level,***
- (b) demonstrate irreparable injury if a temporary injunction is not granted, and***
- (c) ally any doubts as to (b) by showing that the balance of convenience is in his favour.***

These are the three pillars on which rests the foundation of any order of injunction, interlocutory or permanent. It is established that all the above three conditions and stages are to be applied as separate, distinct and logical hurdles which the applicant is expected to surmount sequentially. See Kenya Commercial Finance Co. Ltd V. Afraha Education Society [2001] Vol. 1 EA 86. If the applicant establishes a prima facie case that alone is not sufficient basis to grant an interlocutory injunction, the court must further be satisfied that the injury the respondent will suffer, in the event the injunction is not granted, will be irreparable. In other words, if damages recoverable in law is an adequate remedy and the respondent is capable of paying, no interlocutory order of injunction should normally be granted, however strong the applicant's claim may appear at that stage. If prima facie case is not established, then irreparable injury and balance of convenience need no consideration. The existence of a prima facie case does not permit “leap-frogging” by the applicant to injunction directly without crossing the other hurdles in between. (Emphasis added).

In this case the learned judge did not address his mind specifically to the issue whether damages would be an adequate remedy for the respondent for the period he would be kept out of the suit property pending the hearing of the suit and determination of who was entitled to possession. That was a critical issue or

step in the sequential consideration of whether an injunction was deserved or not. To paraphrase Ramaswamy, J. of the Supreme Court of India in DALPAT KUMAR & ANOTHER V. PRAHLAD SINGH & OTHERS, AIR 1993 SC 276, the phrases “*prima facie case*”, “*irreparable loss*” and “*balance of convenience*” are not mere rhetoric phrases for incantation; they are important factors to be carefully weighed and considered in each and every case where an application for an injunction is applied for.

Ultimately the court granted what was for all intents and purposes a mandatory injunction for the eviction of the appellant from the suit property. It has been stated time and again that although the court has jurisdiction to grant a mandatory injunction at the interlocutory stage, such injunction should not be granted, absent special circumstances or only in the clearest of cases. The circumspection with which the court approaches the matter is informed by the fact that the grant of a mandatory injunction amounts to determination of the issues in dispute in a summary manner. In addition, the parties are put in an awkward situation should the court, after hearing the suit, ultimately decide that there was no basis for the mandatory injunction at the interlocutory stage.

If authority were required for the above proposition, they are countless. In SHEPHERD HOMES LTD V. SANDAHM [1971] 1 CH. 34, Megarry, J. stated:

“[I]t is plain that in most circumstances a mandatory injunction is likely, other things being equal, to be more drastic in its effects than a prohibitory injunction. At the trial of the action, the court will, of course grant such injunctions as the justice of the case requires; but at the interlocutory stage, when the final result of the case cannot be known and the court has to do the best it can, I think the case has to be unusually strong and clear before a mandatory injunction will be granted, even if it is sought in order to enforce a contractual obligation.

...

[O]n motion, as contrasted with the trial, the court is far more reluctant to grant a mandatory injunction than it would be to grant a comparable prohibitory injunction. In a normal case the court must, inter alia, feel a high degree of assurance that at the trial it will appear that the injunction was rightly granted; and this is a higher standard than is required for a prohibitory injunction.”

And in LOCABAILL INTERNATIONAL FINANCE LTD. V. AGROEXPORT [1986] 1 ALL E.R. 901, Mustil, LJ restated the same principle thus:

“The matter before the court is not only an application for a mandatory injunction, but is an application for a mandatory injunction which, if granted, would amount to the grant of a major part of the relief claimed in the action. Such an application should be approached with caution and the relief granted only in a clear case.

The principles in those authorities have been consistently followed by this Court in a host of decisions including EAST AFRICAN FINE SPINNERS LTD (IN RECEIVERSHIP) & 3 OTHERS V. BEDI INVESTMENTS LTD, C. A. NAI. 72 OF 1994 (UR), MUCHUHA V. RIPPLES LTD (1990-94) EA 388, KENYA AIRPORTS AUTHORITY V. PAUL NJOGU MUIGAI & 2 OTHERS, CA NO. NAI. 29 OF 97 (UR), GUSII MWALIMU INVESTMENTS CO. LTD & OTHERS V. MWALIMU HOTEL KISII LTD [1995-1998] 2 EA 100, MALINDI AIR SERVICES & ANOTHER V. HALIMA ABDINOOR HASSAN, CA NO. NAI. 2002 OF 1998, and KENYA BREWERIES LTD & ANOTHER V. WASHINGTON O. OKEYO, (2002) 1 EA 109.

Among the special circumstances that may justify the grant of a mandatory injunction at interlocutory stage is where the injunction involves a simple act that could be easily reversed or remedied should the court find otherwise after trial; the defendant has accelerated the development that the plaintiff seeks to retrain, with the intention of defeating the plaintiff’s claim or where the defendant is otherwise bent on stealing a match on the plaintiff.

On the other hand, the court will not grant a mandatory injunction if the damage feared by the plaintiff is trivial, or where the detriment that the mandatory injunction would inflict is disproportionate to the benefit it would confer. We would also add that, save in the clearest of cases, the right of the parties to a fair and proper hearing of their dispute, entailing calling and cross-examination of witnesses must not be sacrificed or substituted by a summary hearing.

Persuasive judicial pronouncements by Indian courts have also affirmed that great circumspection is called for before awarding a mandatory injunction at interlocutory stage. In **BHARAT PETROLEUM CORP LTD V. HARO CHAND SACHDEVA**, AIR 2003, Gupta, J. of the Delhi High Court observed as follows:

“While Courts power to grant temporary mandatory injunction on interlocutory application cannot be disputed, but such temporary mandatory injunctions have to be issued only in rare cases where there are compelling circumstances and where the injury complained of is immediate and pressing and is likely to cause extreme hardship. If a mandatory injunction has to be granted at all on interlocutory application, it is granted only to restore status quo and not to establish a new state of things.”

Earlier in **NANDAN PICTURES LTD. V ART PICTURES LTD & OTHERS**, AIR 1956, CAL 428, Chakravarti, CJ. of the High Court of Calcutta set out, in the following passage, the rather limited scope in which a mandatory injunction is available at the interlocutory stage:

“At the same time, I may point out what the accepted principles have been and what has been, according to the reported cases, the practice of the Courts. It would appear that if a mandatory injunction is granted at all on an interlocutory application, it is granted only to restore the status quo and not granted to establish a new state of things, differing from the state, which existed at the date when the suit was instituted. The one case in which a mandatory injunction is issued on an interlocutory application is where, with notice of the institution of the plaintiff's suit and the prayer made in it for an injunction to restrain the doing of a certain act, the defendant does that act and thereby alters the factual basis upon which the plaintiff claimed his relief. An injunction issues in such a case in order that the defendant cannot take advantage of his own act and defeat the suit by saying that the old cause of action no longer survived and a new cause of action for a new type of suit had arisen. When such is found to be the position, the Court grants a mandatory injunction even on an interlocutory application, directing the defendant to undo what he has done with notice of the plaintiff's suit and the claim therein and thereby compels him to restore the position which existed at the date of the suit.”

We would respectfully agree with the above persuasive opinions.

In this appeal, we have noted that the application for mandatory injunction was not properly and clearly applied for. However, in granting the mandatory injunction, the learned judge appears to have been influenced by the view that there was no privity of contract between the appellant and Equity Bank; that the appellant had no locus *standi* to challenge the sale of the suit property to the respondent; that the respondent had acquired indefeasible title; and that the appellant's only remedy was in damages. On that basis, the learned judge concluded that the case before him was a clear and straightforward issue.

The record however indicates that before the learned judge was a defence and counterclaim in which the appellant pleaded and particularized fraud in the two transfers and ultimate sale of the suit property to the respondent. There was also the letter dated 18th October 2014 in which Strobel is said to have written that he had never transferred the suit property to any person, which the learned judge did not allude to at all. In addition, there was the independent and separate Civil Suit No. 8 of 2012 (OS) before the High Court, which as we understand, is yet to be determined, in which the appellant claims a share of the suit property under the Married Women's Property Act, 1882.

Although the learned judge held that the respondent's title to the suit property was indefeasible, he did not advert to the rights of the registered proprietor under sections 24 and 25 of the Land Registration Act vis a

vis the overriding interests set out in section 28 of the Act, which includes rights of a spouse over matrimonial property, which we understand to be what the appellant was claiming in her originating summons under the Married Women's Property Act. We would also add that where allegations of fraud are made, determination of whether or not a title is defeasible ought not to be made summarily on affidavit evidence, but after a proper hearing involving adducing of evidence duly tested by cross-examination.

The learned judge did not allude to any of these provisions of the law before concluding that the respondent's title to the suit property was indefeasible. In our view, these were critical factors that the learned judge should have taken into account and addressed before issuing an order for eviction of the appellant at an interlocutory stage. He did not do so. We have no doubt in our minds that in the circumstances of this appeal, the question whether the respondent was entitled to a mandatory injunction was one that could only be determined after a proper hearing of the suit rather than at the interlocutory stage.

The last issue we wish to address is the appellant's complaint that the learned judge had determined with finality disputed issues and on the basis of affidavit evidence only. The appellant further contends that although the respondent had sought temporary orders pending the hearing of the suit, the learned judge had purported to resolve the fundamental issues that would have been determined at the hearing following hearing of evidence duly subjected to cross-examination.

We are satisfied that in several respects, the learned judge made final and conclusive findings which would otherwise render the hearing of *ELCC NO. 189 of 2014* and *HCCC No. 8 of 2012 (OS)* academic exercises. Thus for example, the learned judge concluded that the appellant had not adduced evidence to show that Strobel did not transfer the suit property to Firdaus Mohamed Ali or that the transfer to Ali and later to Wangai were fraudulent; and that the appellant had not established that the suit property was matrimonial property. At the interlocutory stage the appellant was of course not called upon or expected to prove those matters conclusively. As this Court stated in *PATTNI V. ALI & 2 OTHERS CA No. 354 OF 2004 (UR183/04)*, in interlocutory applications, the orders that are sought do not decide the rights and obligations of the parties but are merely meant to keep matters in status quo pending such determination. And in *NGURUMAN LTD V. JAN BONDE NIELSEN & 2 OTHERS (supra)*, this Court reiterated that in determining whether a *prima facie* case has been established, the court is not supposed to hold a mini trial or to examine the case closely with finality.

We have ultimately come to the conclusion that the learned judge erred in granting a mandatory injunction at the interlocutory stage in the circumstances of this appeal. He failed to consider important provisions of the law as well as pleadings before him and erroneously concluded that the case before him was a simple and clear case calling for a mandatory injunction, which it was not. In these circumstances, we are therefore entitled to interfere with the exercise of discretion by the learned judge. Accordingly we allow this appeal, set aside the order dated 28th November 2014 and substitute therefor an order dismissing with costs the respondent's application dated 13th October 2014. The appellant will have costs of this appeal. It is so ordered.

Dated and delivered at Malindi this 30th day of October, 2015

ASIKE-MAKHANDIA

JUDGE OF APPEAL

W. OUKO

JUDGE OF APPEAL

K. M'INOTI

JUDGE OF APPEAL

I certify that this is a true copy of the original.

DEPUTY REGISTRAR