



Kingori v Richland Development Limited & another (Environment and Land Appeal E051 of 2023) [2024] KEELC 5821 (KLR) (18 July 2024) (Judgment)

Neutral citation: [2024] KEELC 5821 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT THIKA
ENVIRONMENT AND LAND APPEAL E051 OF 2023**

BM EBOSO, J

JULY 18, 2024

BETWEEN

PAUL KINYUA KINGORI APPELLANT

AND

RICHLAND DEVELOPMENT LIMITED 1ST RESPONDENT

REGISTRAR OF TITLES, NAIROBI LAND REGISTRY 2ND RESPONDENT

*(Being an Appeal against the Judgment of Hon C. A OTIENO –
OMONDI, Senior Principal Magistrate, delivered on 29/5/2023 in Ruiru
Senior Principal Magistrate Court MCL & E Case No. 115 of 2020)*

JUDGMENT

Introduction

1. This appeal challenges the Judgment rendered on 29/5/2023 by Hon C.A Otieno-Omondi, Senior Principal Magistrate, in Ruiru Senior Principal Magistrate Court, MCL & E Case No 115 of 2020. The appellant was the plaintiff in the trial court. The two respondents were introduced as the 1st and 2nd defendants in the trial court through amendments made to the original plaint. The dispute in the trial court revolved around a piece of land measuring $\frac{1}{4}$ of an acre, comprising of two surveyed parcels, registered as LR Nos 35x7/112 and 35x7/113. The two parcels were part of a larger parcel that originally belonged to the late Ezra Njoka. Upon the death of Ezra Njoka, the larger parcel devolved to his widow, Grace Wangari Njoka, and subsequently to the 1st respondent.
2. Some of the key issues that fell for determination in the trial court were: (i) Whether the appellant purchased the $\frac{1}{4}$ portion of land from Grace Wangari Njoka; (ii) Whether the appellant's claim of purchaser was tenable [actionable and enforceable] at law; (iii) Whether the appellant established a tenable claim of adverse possession. These are some of the key issues which, as a first appellate court, I am required to determine while evaluating the evidence that was placed before the trial court. Before I



dispose the issues, I will briefly outline the parties' respective cases in the trial court and their respective submissions in this appeal.

Appellant's Case

3. The case of the appellant in the trial court was that the late Grace Njoka owned LR No 35x7. He purchased from Grace Njoka $\frac{1}{2}$ acre portion of the land at Kshs 850,000. The $\frac{1}{2}$ acre portion was surveyed and registered as LR No 35x7/74.
4. The appellant further contended that, subsequent to that, he additionally purchased an adjacent $\frac{1}{4}$ acre portion from Grace Njoka at a consideration of Kshs 410,000. It was the case of the appellant that the $\frac{1}{4}$ acre portion was subsequently surveyed as LR Nos 35x7/112 and 35x7/113, each measuring $\frac{1}{8}$ of an acre. He contended that he had been practicing agribusiness on the $\frac{1}{4}$ acre portion. His claim against the respondents related to the $\frac{1}{4}$ acre portion only.
5. The appellant contended that he enjoyed quiet possession of the $\frac{1}{4}$ acre portion until 2/10/2020 when the 1st respondent's director who is a son to the late Grace Njoka begun constructing a road on the $\frac{1}{4}$ acre portion.
6. The appellant moved to the trial court praying for: (i) a permanent injunction; (ii) a site visit by the trial court; (iii) a declaration that he was the owner of the $\frac{1}{4}$ acre portion surveyed as LR No 35x7/112 and LR No 35x7/113, having purchased the land from Grace Njoka and through adverse possession; (iv) an order directing the Registrar to cancel the titles issued to the 1st defendant and cause the same to be registered in his name; (v) an order directing the Registrar to transfer the two parcels to him; (vi) orders of adverse possession; (vii) an order allowing him to remove the "new beacons" under Police supervision and protection; (viii) special damages of Kshs 2,000,000; (ix) costs of the suit.

1st Respondent's Defence

7. In response to the appellant's claim, the 1st respondent filed an amended defence dated 21/11/2022. Its case was that it was the legitimate proprietor of the suit land. It contended that the two parcels constituting the suit land were subdivisions surveyed out of LR No 35x7/70 (originally LR No 35x7/53/2) which measured approximately 13 hectares. The 13 hectares were originally owned by the late Ezra Njoka whose estate was administered by his widow, the late Grace Njoka. LR No 35x7/70 was vested in Grace Njoka to determine the mode and manner of distribution amongst the beneficiaries of the estate of the late Ezra Njoka.
8. The 1st respondent added that in November 2015, LR No 35x7/70, measuring 13 hectares, was transferred to the 1st respondent, a company in which the beneficiaries of the estate of the late Ezra Njoka were shareholders and directors. The 1st respondent subsequently subdivided LR No 35x7/70 into smaller portions and begun construction on the suit land. The 1st respondent contended that at that point, the appellant approached the 1st respondent claiming that he had purchased the suit land from one Joseph Njuguna Njoka. It was the case of the 1st respondent that the said Joseph Njuguna Njoka was neither the administrator of the estate of Ezra Njoka nor a beneficiary of the suit land. The 1st respondent added that Grace Njoka who was alive at the time the appellant made the allegation denied selling the suit land to the appellant. The 1st respondent termed the appellant's claim as fictitious, fraudulent and an abuse of the process of the court. The 1st respondent urged the trial court to dismiss the appellant's claim.



Case of the 2nd Respondent

9. The 2nd respondent entered appearance through the Attorney General on 13/1/2021 and filed a statement of defence of even date. The 2nd respondent's case was that registration of the suit land in the name of the 1st respondent was lawfully done upon presentation of the requisite documents and was done with the consent of the registered proprietor.

Findings of the Trial Court

10. Upon taking evidence and receiving submissions, the trial court rendered the impugned Judgment in which it found that the appellant had not proved that he was the bonafide and legitimate owner of the suit land.

Appeal

11. Aggrieved by the Judgment of the trial court, the appellant brought this appeal, advancing the following thirteen verbatim grounds:
 1. That the learned magistrate erred in law and fact in failing to appreciate the proper effect and purpose of the evidence adduced during the hearing and arriving at a decision which is not supported by or is against the weight of the evidence.
 2. The trial court erred in disregarding its overriding objective and need to dispense substantive and not technical justice.
 3. The learned magistrate failed to appreciate the need for substantive justice as far as the rate is, it's not disputed that the plaintiff occupies the entire portion $\frac{3}{4}$ of an acre of land since 2007.
 4. The trial court erred in disregarding the undisputed evidence that the land was bought as two portions $\frac{1}{2}$ acre and $\frac{1}{4}$ acre from a farm, thus the title deeds would follow the occupation. The portions title deeds were to be issued by the 1st defendant as it was incorporated to own parcels on the farm which were not occupied but these particular parcels were occupied thus ought to have been titled in favour of the plaintiff who was and is the occupant to date.
 5. The trial court erred in finding that the plaintiff did not purchase the $\frac{1}{4}$ acre portion, if the plaintiff was therefore not a purchaser as per court reasoning, then the claim for adverse possession is valid as an alternative claim.
 6. The court erred in finding that a claim for adverse possession cannot be made by a purchaser, whereas the law is, that time for purposes of adverse possession begins to run on the date of payment of the last instalment of the purchase price.
 7. The court erred in finding that the plaintiff has not conceded that the 1st defendant was the true and rightful owner of Land Reference Number 35x7/112 and 35x7/ 113 as the title deeds to the above-referenced parcel were obtained while the plaintiff was in occupation of the parcels for more than 12 years and that the 1st defendant is holding the titles deeds as a trustee under the doctrine of adverse possession.
 8. The court erred in finding that the 1st defendant needed a company resolution directing one Stephen Kirubi, a director of the 1st defendant to trespass into the plaintiff's land.
 9. The court erred in requiring that the plaintiff, produce company resolutions which could only have been in the custody of the 1st defendant.



10. The court erred in finding that although DWI, a director of the 1st defendant, would not be held responsible for damages caused on the plaintiff's irrigation scheme, while DWI did not deny destroying the plaintiff's irrigation scheme.
 11. The court erred in failing to apply the common law principle that there can never be a wrong without a remedy and failed to award special damages of Kshs.2,000,000/= which were properly pleaded and strictly proved.
 12. Having admitted the ½ acre portion was bought and occupied by the plaintiff, the magistrate did error to separate the two portions as there were bought within the same duration with the same mode, and were occupied as one whole portion ¾ of an acre.
 13. The magistrate failed to acknowledge the fact that the 1st defendant acquired the title deeds in issue while the plaintiff was in occupation of the land in issue, thus the 1st defendant was not acting in good faith.
12. The appellant urged the court to allow the appeal and award him the costs of the appeal.

Appellant's Submissions

13. The appeal was canvassed through written submissions dated 29/9/2023, filed by Nyambura Munyua & Company Associates Advocates. Counsel for the appellant submitted on each of the 13 grounds of appeal. On grounds 1, 2, 3 and 4, counsel submitted that the finding of the trial court was erroneous because it was not disputed that the appellant occupied the entire ¾ of an acre portion of land since 2007. Counsel added that the parcels of land occupied by the appellant belonged to the estate of Ezra Njoka (deceased). Counsel contended that Ezra Njoka's widow, Grace Wangari Njoka, sold the parcels to the appellant.
14. Counsel further submitted that the trial court erred in disregarding the undisputed evidence that the land was bought as two portions of ½ acre and ¼ acre from Grace Wangari Njoka. Counsel added that the 1st respondent was incorporated to only own the unsold parcels on the farm. Counsel contended that when the subdivisions on the farm were done by the 1st respondent, the appellant was awarded the two portions he had previously bought, adding that, Grace Wangari Njoka was expected to procure registration of the sub-divisions and issuance of titles in the name of the appellant.
15. Counsel argued that the appellant occupied the two subdivisions as a block of a ¾ acre land, adding that the appellant built a permanent home and a perimeter wall on part of the ½ acre and farmed on the remaining part of the ½ acre and the ¼ acre. Counsel further submitted that registration and subdivision of the ¼ acre into two equal portions known as Land Reference Number 35x7/112 and 35x7/113 was not disclosed to the appellant prior to the filing of this suit. Counsel argued that the suit land was therefore held in trust for the appellant.
16. On grounds 5, 6 and 7, counsel submitted that the trial court erred in finding that the appellant had not purchased the ¼ acre portion. Counsel argued that if the court found that the appellant was not a purchaser, it then ought to have allowed her claim of adverse possession. Counsel faulted the trial court on the finding that a claim for adverse possession could not be made by a purchaser. Counsel argued that time for the purposes of adverse possession begins to run on the date of payment of the last instalment of the purchase price. Counsel relied on the cases of Hosea v Njiru and others [1974] EA 526.
17. Counsel further submitted that under the Limitations of Actions Act, time started running in 2007 when the appellant took possession of the suit land upon completing payment of the purchase price.



Counsel argued that Grace Wangari Njoka acknowledged receipt of the purchase price from the appellant through acknowledgment notes. Counsel further submitted that Grace Wangare Njoka's son also confirmed that the appellant bought the two subdivisions through an agreement of understanding dated 31/8/2007.

18. Counsel argued that a claim for adverse possession attaches to land and does not attach to title, hence it did not matter whether the title relating to the suit land was issued to the 1st respondent from March 2016. Counsel submitted that the 1st respondent had never at any point had possession of the suit land. Counsel contended that the 1st respondent only processed the titles because they had the advantage of having documents that the vendor held relating to the estate of Ezra Njoka [deceased].
19. Counsel faulted the trial court's finding that the appellant had not conceded that the 1st respondent was the true rightful owner of the suit land. Counsel submitted that the titles to the two parcels were obtained while the appellant was in active, open, and continuous occupation of the parcels for more than 12 years. Counsel added that the appellant produced evidence to show that he had put up a home on part of the undisputed parcel while he practiced agribusiness on the disputed parcels.
20. On ground numbers 8, 9 and 10, counsel faulted the trial court's finding that the 1st respondent needed a company resolution directing Stephen Kirubi, a director of the 1st respondent, to commit trespass on the suit land.

1st Respondent's Submissions

21. The 1st respondent filed written submissions dated 27/10/2023 through M/s Okoth Obara Advocates. Counsel for the 1st respondent identified the following as the issues that fell for determination: (i) Whether the $\frac{1}{4}$ acre parcel of land LR. 35x7/112 and 35x7/113 was sold to the appellant; (ii) Whether the appellant can claim adverse possession over the $\frac{1}{4}$ parcel of land; and (iii) Whether the appellant is entitled to the claim of special damages of Kshs 2,000,000.
22. On whether the $\frac{1}{4}$ acre parcel of land (LR. 35x7/112 and 35x7/113) was sold to the appellant, counsel submitted that no agreement or proof of payment was presented to the court by the appellant in support of the purchase of $\frac{1}{4}$ acre portion which is the subject of this appeal. Counsel further submitted that during trial, the appellant admitted that he did not make any follow-up on the processing of title for the suit land despite stating that he had paid the full purchase price. Counsel added that there was neither proof that the appellant entered into a valid agreement for the purchase of the suit land nor that he paid the full purchase price for the suit land. Counsel contended that the appellant had failed to establish that he was a bonafide purchaser of the $\frac{1}{4}$ acre portion. Counsel urged the Court to uphold the finding of the trial court that the appellant failed to prove to the required standard that he purchased the suit land.
23. On whether the appellant could claim adverse possession of the $\frac{1}{4}$ acre portion of the suit land [LR No 35x7/112 and 35x7/113], counsel submitted that the appellant's claim that time for the purpose of adverse possession ought to have been reckoned from the time the appellant paid the final instalment of the purchase price was not tenable, adding that the appellant relied on Mpesa transactions dated 2010 as evidence of the purchase price.
24. Counsel further submitted that the plea for adverse possession was not tenable given that the appellant did not adduce evidence of payment of the entire purchase price. Counsel added that during trial, the appellant alleged that he finished paying purchase price of the suit land sometime in 2010. Counsel argued that, based on the above contention by the appellant, the 12-year statutory threshold could only have been attained in 2022, which was after the 1st respondent had interrupted the appellant's alleged quiet occupation of the suit property. Counsel argued that the appellant had not met the requirements



for a claim of adverse possession to succeed. Counsel relied on the decision in the case of Mageta Enterprises Limited v Tilak Company Limited [2020] eKLR.

25. Counsel contended that the 1st respondent proprietary interest in the suit land only arose upon registration on 1/3/2016, hence a claim for adverse possession could not arise against it because it lacked proprietary interest during the relevant time. Counsel relied on the decision in the case of Titus Kigoro Munyi v Peter Mburu Kimani [2015] eKLR.
26. On whether the appellant is entitled to special damages of Kshs 2,000,000, counsel submitted that the appellant could not claim damages for trespass because he was neither the registered owner of the suit land nor did he have any interest in the land. Counsel faulted the appellant for producing valuation reports based on a freehold interest whereas it was evident from the titles that the properties were held on leasehold basis. Counsel submitted that the valuations could not be an accurate reflection of the value of the properties and the basis for the award of damages for trespass. Counsel further submitted that there were no receipts to support the money spent on the damaged property. Counsel faulted the appellant for failing to make the request for site visit during the pre-trial conference but instead choosing to make it after all the parties had closed their cases. Lastly, counsel submitted that the appeal was devoid of merit and urged the court to dismiss it.

Analysis and Determination

27. The court has read and considered the original record of the trial court; the record filed in this appeal; the grounds of appeal; and the parties' respective submissions. The court has also considered the legal frameworks and jurisprudence relevant to the issues that fall for determination in this appeal. The appellant did not frame concise issues that the Court should determine in this appeal. The 1st respondent framed three issues. There was no dispute about the $\frac{1}{2}$ portion of land which the appellant purchased from Grace Njoka in 2007. The dispute giving rise to this appeal only related to the $\frac{1}{4}$ portion which the appellant alleged to have purchased from Grace Njoka subsequent to the purchase of the $\frac{1}{2}$ acre.
28. Taking into account the grounds of appeal and the parties' submissions, the key issues that fall for determination in this appeal are: (i) Whether the appellant purchased the $\frac{1}{4}$ portion of land [LR No 35x7/112 and 35x7/113] from the late Grace Njoka; (ii) Whether the appellant's claim of purchase was actionable and enforceable at law; (iii) Whether the appellant established a tenable claim of adverse possession; and (iv) Whether the appellant proved entitlement to any of the reliefs that were sought in the further amended plaint. I will dispose the four issues sequentially. Before I do that, I will briefly outline the principle that guides this court when exercising appellate jurisdiction.
29. This is a first appeal. The principle upon which a first appellate court exercises jurisdiction is well settled. The task of the first appellate court was summarized by the Court of Appeal in the case of Susan Munyi v Keshar Shiani (2013) eKLR as follows:-

“As a first appellate court our duty of course is to approach the whole of the evidence on record from a fresh perspective and with an open mind. We are to analyze, evaluate, assess, weigh, interrogate and scrutinize all of the evidence and arrive at our own independent conclusions.”



30. The above principle was similarly outlined in *Abok James Odera t/a A. J Odera & Associates v John Patrick Machira t/a Machira & Co Advocates* [2013] eKLR as follows:

“This being a first appeal, we are reminded of our primary role as a first appellate court, namely, to re-evaluate, re-assess and re-analyse the extracts on the record and then determine whether the conclusions reached by the learned trial judge are to stand or not and give reasons either way.”

31. Issues number (i) and (ii) are intertwined. Consequently, the two issues will be analyzed and disposed concurrently. Did the appellant prove purchase of the ¼ acre portion from Grace Wangari Njoka? Did he demonstrate an actionable and enforceable contract for sale of land? The appellant contended in his pleadings and evidence that first he purchased the undisputed ½ acre portion from the late Grace Wangari Njoka in 2007 at Kshs 850,000. It was his case that he subsequently purchased the disputed ¼ acre portion from the same vendor in the same year at Kshs 410,000, adding that the vendor gave him possession of the aggregate of the two portions [¾ of an acre] in 2007.

32. During trial, the appellant did not produce any formal contract for sale of the ¼ portion duly executed by Grace Wangari Njoka. He did not produce any formal instrument of transfer executed by Grace Njoka conveying the land to him. Thirdly, he did not produce specific evidence of payment expressed as relating to the ¼ acre portion he alleged to have paid as purchase price. The appellant relied on a purported agreement of understanding between himself and one Joseph Njuguna Njoka but the said agreement had not been signed by Joseph Njuguna Njoka. Further, the said Joseph Njuguna Njoka was neither the registered proprietor of the suit land nor the duly appointed legal representative of the late Ezra Njoka under the *Law of Succession Act*.

33. With regard to the two acknowledgements totaling Kshs 350,000, the trial magistrate correctly observed and pointed out that it was the evidential duty of the appellant to place before court evidence relating to all the payments that were made in relation to the two alleged sales and demonstrate to the court all the specific payments that were made and received by Grace Njoka in relation to each of the two alleged sales. He did not do that. In summary, the appellant failed to prove purchase of the ¼ portion from Grace Njoka. That is not all.

34. The appellant alleged that the sale of ¼ acre took place in 2007. At that point in time, the current framework in the *Law of Contract Act* was in force. Section 3(3) of the *Law of Contract Act* provided 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; and
- (b) the signature of each party signing has been attested by a witness who is present when the contract was signed by such party

Provided that this subsection shall not apply to a contract made in the course of a public auction by an auctioneer within the meaning of the *Auctioneers Act* (Cap. 526), nor shall anything in it affect the creation of a resulting, implied or constructive trust”



35. In the absence of a written contract for sale of land that fully complied with the above mandatory requirements of the law, the appellant's claim was neither actionable nor enforceable at law. Consequently, it is the finding of this court on the two issues that: (i) the appellant did not prove purchase of the ¼ portion of land from the late Grace Njoka; and (ii) the appellant's claim of purchaser was neither actionable nor enforceable at law.
36. Did the appellant establish a tenable claim of adverse possession? The common law doctrine of adverse possession has been codified under Sections 7 and 17 of the *Limitation of Actions Act*. Section 7 of the Act provides thus:
- “An action may not be brought by any person to recover land after the end of twelve years from the date on which the right of action accrued to him or, if it first accrued to some person through whom he claims, to that person.”
37. Section 17 of the Act provides thus:
- “Subject to section 18 of this Act, at the expiration of the period prescribed by this Act for a person to bring an action to recover land (including a redemption action), the title of that person to the land is extinguished.”
38. The procedural framework on actualization of title by an adverse possessor is contained in Section 38(1) of the *Limitation of Actions Act* which provides as follows;
- “Registration of title to land or easement acquired under Act
- 1) Where a person claims to have become entitled by adverse possession to land registered under any of the Acts cited in Section 37 of this Act, or land comprised in a lease registered under any of those Acts, he may apply to the High Court for an order that he be registered as the proprietor of the land or lease in place of the person then registered as proprietor of the land.”
39. The Court of Appeal in *Mtana Lewa vs Kahindi Ngala Mwangandi* [2015] eKLR held that the law on adverse possession was neither arbitrary nor an unconstitutional limitation of the right to property. In that case, Makhandia, JA. summarized the doctrine as follows:
- “Adverse possession is essentially a situation where a person takes possession of land and asserts rights over it and the person having title to it omits or neglects to take action against such person in assertion of his title for a certain period, in Kenya, is twelve (12) years. The process springs into action essentially by default or inaction of the owner. The essential prerequisites being that the possession of the adverse possessor is neither by force or stealth or under the licence of the owner. It must be adequate in continuity, in publicity and in extent to show that possession is adverse to the title owner. This doctrine in Kenya is embodied in Section 7 of the *Limitation of Actions Act*, which is in these terms:-
- “An action may not be brought by any person to recover land after the end of twelve years from the date on which the right of action accrued to him or, if it first accrued to some person through whom he claims, to that person.”
40. The pleadings in the original record of the trial court show that the appellant mounted two parallel/concurrent claims. He pleaded that he was a purchaser enforcing the proprietary interest of a purchaser of land. He contended that he purchased the ¼ acre portion in 2007. He concurrently [not



alternatively] mounted the claim of an adverse possessor, contending that he had been in possession of the ¼ acre portion as an adverse possessor from the date of purchase. Clearly, the two concurrent claims over the same parcel of land were untenable. The appellant could only mount one principal claim. The other claim could only be pleaded as an alternative plea; not as a concurrent or parallel plea. If not for anything else, the two concurrent claims would fail on the above ground.

41. Secondly, having contended that he gained possession of the suit land as a purchaser in 2007, it was the evidential burden of the appellant to demonstrate to the court the precise time when he ceased to possess the land as a purchaser and starting possessing it as an adverse possessor. This was important because the precise date when adverse possession commenced was a critical factor in the contested claim of adverse possession. The appellant did not discharge this important evidential burden.
42. Thirdly, a perusal of the original record of the trial court reveals that the appellant presented the concurrent claims on 8/10/2020 through a plaint dated 6/10/2020. Twice the plaint was amended. During trial, the appellant relied on an Mpesa Statement for phone number 07222XXX76, covering the period from November 2009 to September 2011. It was the case of the appellant that the highlighted transactions in the Mpesa Statement related to remittances of purchase price paid to Grace Njoka. First, none of the transactions reflect Grace Njoka as the recipient of the Mpesa remittances. Secondly, if indeed the appellant was paying purchase price from November 2009 to September 2011, time for the purpose of adverse possession could not be said to have been running during that same period when the appellant was paying purchase price and utilizing the land as a purchaser. On simple arithmetics, from September 2011 - when the last Mpesa transaction was transacted in favour of one David Njoka, to 8/10/2020 - when this suit was initiated at Ruiru CMC, is 9 years. Clearly the threshold of 12 years had not been attained.
43. For the above reasons, it is the finding of this court that the concurrent claim of adverse possession mounted by the appellant was fatal for want of proper pleading. It is also the finding of this court that the concurrent claim of adverse possession was not proved by way of evidence establishing the essential ingredients of adverse possession.
44. Did the appellant prove entitlement to any of the reliefs sought in the further amended plaint? The appellant made two concurrent claims. The claims failed for the reasons outlined above. He did not plead any other claim that would have warranted grant of the ultimate reliefs that were sought as prayers in the further amended plaint. That is the finding of the court on the forth issue.
45. On costs, there are no special circumstances to warrant a departure from the general principle in Section 27 of the *Civil Procedure Act* – that costs follow the event. Consequently, the appellant will bear costs of the appeal
46. In the end, this appeal fails due to lack of merit. The appeal is dismissed. The appellant shall bear costs of the appeal.

DATED, SIGNED AND DELIVERED VIRTUALLY AT THIKA ON THIS 18TH DAY OF JULY 2024.

B M EBOSO

JUDGE

In the Presence of: -

Ms Kerio for the Appellant

Court Assistant: Hinga

