



Kenya Universities Staff Union (Kusu) Maasai Mara University Branch v Maasai Mara University & 2 others (Cause E060 of 2021) [2022] KEELRC 1587 (KLR) (16 June 2022) (Ruling)

Neutral citation: [2022] KEELRC 1587 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAKURU
CAUSE E060 OF 2021**

**HS WASILWA, J
JUNE 16, 2022**

BETWEEN

**KENYA UNIVERSITIES STAFF UNION (KUSU) MAASAI MARA UNIVERSITY
BRANCH CLAIMANT**

AND

MAASAI MARA UNIVERSITY 1ST RESPONDENT

MAASAI MARA UNIVERSITY COUNCIL 2ND RESPONDENT

KITCHE ONYANGO 3RD RESPONDENT

RULING

1. Before me for determination are three Application two by the Claimant and one by the Respondent. The first application is one by the Claimant dated 15th November, 2021 brought pursuant to Article 41(1) of *the Constitution*, section 3A of the *Civil Procedure Act*, Order 40(2) of the Civil Procedure Rules, section 41(2) & Section 12 of the *Employment and Labour Relations Court Act*, section 19 and 94 of the *Employment Act*, Rule 17 of the Employment and Labour relation Court Procedure Rules 2016 and all other enabling provisions of law seeking the following Orders;
 - a. Spent.
 - b. The Honourable Court do grant an order of temporary injunction restraining the Respondents from effecting any further wage or salary reduction in respect of it’s unionisable employees/staff pending hearing and determination of this Application and main suit.
 - c. That the Honourable Court does issue an Order compelling the Respondents to comply with the judgement as issued by the Honourable Court, through ELRCCBA 1/2020 Inter-Public Universities Council Consultative Form(IPUCCF) Versus KUDHEIHIA.



- d. The Honourable Court does issue Orders that the Respondents table a full list of all entrants since 2017/2021 CBA engagements, a list of employees as they were during the engagement and a list of employees as it stands today.
 - e. That the costs of this application be borne by the Respondents.
2. This application is based on the following grounds; -
- a. The applicant avers that it represents a majority of the unionisable staff of the 1st Respondent. They stated that the Claimant and the 1st Respondent entered into a CBA of 2017/2021 which terms were not complied with forcing the Union through inter-Public Universities Council consultative Forum (IPUCCF) to lodge a case against KUDHEHIA which judgement was entered in favour of the Union and payments were to be made in the financial year 2021/2022.
 - b. The 1st Respondent received a ratified budget of the financial year 2021/2022 with an inclusion of the cash for enhancement of the basic salaries for its members of staff from the ministry of Education. It is averred that on the 28.7.2021, the 1st Respondent received communication that Kshs 38,136,022 toward full implementation of the 2017/2021 CBA had been released in compliance with the Court Orders of ELRCCBA 1 of 2020.
 - c. A consultative meeting was convened by the 1st Respondent with KUSU, UASU and KUDHEHIA on the way forward on how to implement the CBA and it was agreed that Kshs 3,178,001 was to be dispatched every month to the respective employees. A full report containing this agreement was adopted on the 18.8.2021, which report was implemented for the month of July to October, 2021.
 - d. It is averred that the number of employees who were to benefit from the salary increased pursuant to the CBA was 525 being employee who were present before the CBA was entered. Nevertheless, that the Respondent continued recruiting new staff who increased to 622 ballooning the total costs of payment of all these employees from Kshs 3,178,001 per month to Kshs 3,669,293 per month. The University then accepted the fact that the employment of the new staff contributed to a huge margin and took responsibility and agreed to top up the balance and continue normal payment of salaries which is as per the 2017/2021 CBA.
 - e. On 10th November, 2021, the 3rd Respondent who is acting as the representative of the 1st and 2nd Respondents, released a memo suspending the implementation of the 2017/2021 CBA in total disregard to procedure and Orders of the Court.
 - f. It is contended that the Respondents claim that the funds are insufficient is without any basis because they used the funds meant for the implementation of the CBA for the 525 employees on 622 employees who were not part of the CBA at the time.
 - g. It is averred that the Respondents ought to be stopped in their track to explain how money meant for implementation of CBA for 2017/2021 was exhausted in 4 months.
3. The Application is supported by the affidavit of Galfen Omuse, the Claimant's Branch secretary deposed upon on the 15th November, 2021, which basically reiterated the grounds in the Application.
4. The Application was opposed by the Respondents through the replying Affidavit of Samuel Partoip, the Registrar (Administration and Strategy) of the 1st Respondent deposed upon on the 15th December, 2021.



5. The Respondent contends that the application herein is frivolous, mischievous, lacking in merit, incompetent and is based on falsehood. He avers that the pleadings served upon them were not signed by the advocate for the Claimant.
6. It is averred that the application was filed prematurely in that the Claimant has not exhausted all internal dispute resolution mechanism contemplated under section 62 of the [Labour Relations Act](#).
7. He states that the matter herein emanates from the decision of lady Justice Maureen Onyango in ELRCCBA 1 of 2020 which was delivered on the 3.7.2020 and amended on the 15.1.2021. The Judgement of the Court was appealed by the Honourable Attorney General and a stay application of the judgement dated 12.10.2021 was filed.
8. He stated that the issue at hand was negotiated by the parties and is only dependent on disbursements of funds from the treasury which are normally delayed.
9. He avers that the Treasury in July, 2020 released Kshs 125,848,872 for salaries and for the implementation of CBA for financial year 2017/2018 and 2018/2019 and part payment for the financial year 2019/2020 which amount was not sufficient as the government ought to have released Kshs 160,801,917.53. subsequently, that the staff were paid their salary in the sum of Kshs. 85,232,286.60 less statutory deductions. He added that the July, 2020 salary was the employees' normal salary which pay did not factor in the CBA payment as the same was not included in the money released to them.
10. He states that indeed the implementation of the CBA was suspended because the Respondent run out of the funds that is meant for implementation of the same because the Government released less funds than what was required in the implementation of the CBA. He also stated that the allegation that the employees' salaries were reduced is not true.
11. It is averred that the Government released Kshs 38,136,022 in the financial year 2021/2022 for the payment of staff salaries which amount was used to pay staff for the month of July, August, September and October, 2021 which money was less than what the government ought to release in a financial year of Kshs 118,076,470.
12. After the release of the Money a Joint Implementation Committee(JIC) was formed to foresee the implementation of the CBA and it's at that meeting that the JIC noted a deficit of Kshs 6,661,704 per month translating to Kshs. 79,940,448 per year. Armed with this information, the JIC called a joint meeting with the Claimant's representative on the 24.8.2021 to discuss the modalities of handling the deficit. Instead of discussing the issue the Union representative walked out of the meeting unprovoked leaving the issue unresolved.
13. Subsequently, the Respondent's staff were informed of the said predicament and further directed that the 2017/2021 CBA will be implemented only for 4 months from July, to October, 2021 as they await more funds from the exchequer in full implementation of the CBA. he further stated that the Respondent does not have any funds to continue the implementation of the CBA and the employees can only be paid their old salary before the increase brought about by implementation of the CBA.
14. He stated that efforts to have more money released to them have been made and awaiting approval and maintain that they have not refused to implement the CBA.
15. Before this Application could be heard and determined, and having obtained interim Orders, the Claimant filed another application dated 14th December, 2021 pursuant to Article 41(1) of [the Constitution](#) , Section A of the [Civil Procedure Act](#), Order 40(2) of the Civil Procedure Rules, Section



41(2) & Section 12 of the [Employment and Labour Relations Court Act](#), Section 19 & 94 of the [Employment Act](#), Rule 17 of the Employment and Labour Relations Court procedure Rules and all other enabling provisions of law seeking the following Orders;

- a. Spent.
 - b. That the honorable Court do issue Orders compelling the Respondent to promptly process and remit the full salary of the month of November 2021 to the Claimant.
 - c. That the Honourable Court do issue Orders restraining the Respondents from further interfering with the Claimant's salaries until the hearing and determination of this application and main suit.
 - d. The costs of this application be borne by the Respondents.
16. The basis upon which this application is filed is that the Court on the 22nd November, 2021 issued temporary Orders restraining the Respondent from effecting salary reduction on its employees, which Respondent instead withheld the employee's salary for November, 2021.
 17. That the stoppage of salary for its employees is likely to continue for the subsequent months which act will have negative impact on the Respondent employees who will not be in a position to meet their financial obligations in the months to come.
 18. It is averred that the Respondents are acting with ill motive in discriminating against the employees in the Claimant's Union and UASU union whose salary were stopped for the reason that the Claimant and UASU had preferred suits against them and only paid members of KUDHEIHA on the 14th December, 2021 who does not have any legal proceedings with them.
 19. The payment of salary for KUDHEIHA members is a clear indicating that the Respondent has funds at its coffers and the allegation that the funds were not released is a decoy used to deprived the Claimant's members of their rightful pay.
 20. The Claimant urged this Court to allow the application as prayed.
 21. The application is also supported by the affidavit of Galfen Omuse, the Claimant's Branch secretary, which basically reiterated the grounds of the application.
 22. Instead of responding to this Application by the Claimant, the Respondent filed another application under certificate of urgency dated 5th January, 2022 brought pursuant to Rule 17(3)7(7), Order 51 Rule 15 of the Civil Procedure Rules, Section 63(e), 1A,1B& 3A of the [Civil Procedure Act](#) and all other enabling provisions of law, seeking the following Orders; -
 - a. THAT this application be certified urgent and service be dispensed with in the first instance.
 - b. THAT pending the hearing and determination of this Application inter-partes, this Honourable Court be pleased to stay execution of the interim orders of temporary injunction issued by HON. Lady Justice H. Wasilwa on 18 November, 2021 and which orders were further extended on 16 December, 2021 and which restrains the 1st Respondent/Applicant from paying its staffs the initial salaries prior to the implementation of the CBA 2017-2021 and which is the only available money for payment of salaries for the month of December, 2021 awaiting the approval of supplementary budget to cater for the increments brought in by the CBA 2017-2021.
 - c. THAT IN THE ALTERNATIVE to prayer (1) above, pending the hearing and determination of this Application inter-partes, this Honourable Court be pleased to issue an order granting



the 1st Respondent/ Applicant the leeway to pay its staff their salaries for the month of December, 2021 as proposed in its Memo dated 10th November, 2021 where the initial salaries prior to the Implementation of the CBA 2017-2021 shall be paid forthwith as it is the only available money for payment of salaries for the month December, 2021 awaiting the approval of supplementary budget to cater for the increments brought in by the CBA 2017-2021.

- d. THAT this Honourable Court be pleased to discharge, vary and/or set aside the Orders interim temporary Injunction issued by Hon, Lady Justice H. Wasilwa on 18th November, 2021 and which orders were further extended on 16th December, 2021.
 - e. THAT IN THE ALTERNATIVE to prayer (4) above, pending the hearing and determination of this Suit this Honourable Court be pleased to Issue an order granting the 1st Respondent/ Applicant the leeway to pay its staffs their salaries as proposed in its Memo dated 10 November, 2021 where the initial salaries prior to the implementation of the CBA 2017-2021 which is the only available money for payment of salaries awaiting the approval of supplementary budget to cater for the increments brought in by the CBA 2017-2021.
23. The Application is based on the following grounds; -
- a. That this application was filed pursuant to the application filed by the Claimant dated 15th November, 2021.
 - b. It is averred that the Respondents/Applicants herein have received only Kshs 38,136,022 towards the implementation of salary increase on the CBA for the financial year 2021/2022. It was subsequently, paid the salary increase for four months and he said money was depleted.
 - c. The depletion was raised with the exchequer and are now awaiting for further funds to be able to pay the salary increase as per the CBA.
 - d. It is averred that the Respondents only have money for payment of salary before the increase as per the CBA, which they are willing to release to the Claimant's members but have been barred by the Court to pay the same unless as per the CBA which is not possible due to lack of funds.
 - e. It is contended that the Claimant/ Respondent herein is aware of this issue and depletion of funds and its members were duly informed in the Memo dated 10th November, 2021.
 - f. They denied allegation that some members were paid their December salary and instead avers that all staff were not paid from November, 2021 due to the Orders issued by this Court. He added that they only have money to pay staff in accordance with their initial salary which they cannot do so in light of the Orders of the Court.
 - g. It now seeks for Orders varying and or setting aside orders of the Court issued on the 18.11.2021 to enable it pay its employees the old salary in order to avert more financial challenges their employees are facing. Furthermore, that the Orders so varied will enable the Respondents submit the requisite statutory deductions in compliance with the law and also to avoid penalties.
 - h. They urged in the interest of justice that the Orders be allowed.
24. The application is supported by the affidavit of Samuel Partoip, the registrar (Administration ad Strategy) of the 1st Respondent herein, which was sworn on the 5th January, 2022 reiterating the grounds of the Application.



25. The three Applications were disposed of by way of written submissions with the Claimant filing on the 17th May, 2022, the Respondents on the 20th April, 2022 and the interested party (KUDHEIHA) filing on the 17th May, 2022.

Claimants' Submissions.

26. The Claimant submitted on three issues, whether the honorable Court should grant the injunctive Orders as per the injunction Application, Whether the interim Orders for temporary Injunction issued on the 18/11/2021 should be set aside, varied and or discharged and who should pay costs.
27. On the first issue, it was submitted that their application has met all the requirements as set out in *Giella V Cassman Brown and Company Limited (1973) EA 358*.
28. On prima facie case, the Claimant cited the case of *Mrao Limited V First American Bank of Kenya Limited & 2 others [2003] Eklr* and submitted that the issues raised before the Court have high probability of success as they are seeking to stop salary reduction of their members who are beneficiaries of the implementation of the CBA 2017/ 2021 which issue had been through a long legal tussle and finally determined by the Court in *ELRC CBA 1 of 2020 at Nairobi* and therefore it's imperative to allow the Claimant's members enjoy fruits of its judgement. It was further argued that the treasury has released funds towards the full implementation of the CBA being Kshs 38,136,022 for the 525 employees of the Respondent, however that the Respondent sabotaged the implementation of the CBA by paying other employees, who were recruited unnecessarily, and were not covered by the CBA. It is the Claimant's submissions that the recruitment of 97 employees and their pay thereof was to be shouldered by the Respondents and not paid through their CBA implementation funds.
29. On irreparable harm, it was submitted that, the implementation of the CBA was carried out for 4 months making the Claimant's members change their financial trajectories, other obtaining loans with the expectation that they would be in a position to meet their financial obligation only for the Respondent to abruptly inform them that their salary will be reduced to the old figures when employees have already planned and made commitments on their new pay.
30. It was submitted that the interests at stake are immense and the Respondents should not be allowed to execute the pay cut as to do so would cause irreparable harm to the Claimant's members and monetary compensation will not be adequate compensation. In support of this the Claimant relied on the case of *Waitbaka V Industrial & Commercial Development Corporation [2001] KLR 374*. Where the Court held that;

“As regards damages, I must say that in my understanding of the law, it is not an inexorable rule that where damages may be an appropriate remedy, an interlocutory injunction should never issue. If that were the rule, the law would unduly lean in favour of those rich enough to pay damages for all manner of trespasses. That would not only be unjust but it would also be seen to be unjust. I think that is why the East African Court of Appeal couched the second condition in very careful terms by stating that normally an injunction would not issue if damages would be an adequate remedy. By using the word “normally” the Court was recognizing that there are instances where an injunction can issue even if damages would be an adequate remedy for the injury the applicant may suffer if the adversary were not enjoined. I think some of the considerations to be borne in mind is the strength or otherwise of the applicant's case for a violation or threatened violation of its legal rights and the conduct of the parties. If the adversary has been shown to be high-handed or oppressive in its dealings with the applicant this may move a Court of equity to say: “money is not



everything at all times and in all circumstances and don't you think you can violate another citizen's rights only at the pain of damages." In the instant case although I have found myself in doubt as to the existence of the prima facie case I have said enough to show that the plaintiff has an arguable case and that the defendant's conduct may be regarded as high handed and probably unfounded in law"

31. It is submitted that the balance of convenience tilts towards the 525 employees of the Respondent who are beneficiary of the judgement of the ELRC CBA 1 of 2020 and ought to be paid their monies as ordered by the Court.
32. On the second issue of whether the Orders granted by this Court on the 18.11.2021 should be varied, it was submitted that, there are conditions that must be met before a party can seek for Orders to vary and discharge Court Orders. It was argued that the Respondent has based his application on allegation of undisclosed material facts which they have also failed to disclose before to Court to warrant the issuance of the Orders they are seeking.
33. It was also submitted that the implementation of the CBA, the issue at hand, is tantamount to the implementation of the Court Orders which this Court ought to ensure compliance of the same. It urged that the Claimant's applications be allowed and the Respondent application be dismissed with costs.

Respondents' Submission.

34. The Respondent from the onset, submitted that since their application seeking to vary the Orders of the Court is heard together with the Applicant by the Claimant seeking injunctive Orders, their application is spent because the Orders the Court will grant in the injunctive application of 15th November, 2021 will either to confirm the Orders of the Claimant or discharge the same.
35. The Respondent submitted that the Claimant failed to disclose the fact that the suspension of the CBA implementation occurred as a result of lack of funds. It was argued that if the Court was informed of this fact, the interim Orders could not have been awarded. To support its argument, the Respondent relied on the case of Republic V Business Premises Rent Tribunal Interested Party John Mwangi Muturi & 3 others [2016] eklr where the Court held that;

“For a party to fail to disclose material facts or to disclose them in such a way as to mislead the Court as to the true facts, amounts to abuse of the Court process and the Court ought, for its own protection and to prevent an abuse of the process, to refuse to proceed any further with the examination of the merits. On the grounds of non-disclosure and abuse of the Court process alone this Court is entitled to set aside and vacate the orders granted herein on 18th December 2015 and to strike out these proceedings. In the premises I set aside the orders granted herein on 18th December, 2015 and strike out the application dated 17th December, 2015. Without leave these proceedings are still-born. It follows that these proceedings are rendered incompetent and are struck out with half the costs to the 1st and 2nd interested parties. It is so ordered”

36. Accordingly, it was submitted that the Orders issued by the Court ex-parte on the 18.11.2021 were issued due to non-material disclosure of facts and the same ought to be discharged.
37. It was submitted that the Respondent is willing to pay its staff as per the old salaries due to lack of funds to implement the CBA 2017/2021 and argued that once they received more funds from the exchequer they will be able to fully implement the CBA.



38. It was submitted that, it will be impractical to implementation the CBA if the injunctive Orders are affirmed. It was argued that the Respondent has not in any way engaged in salary reduction as alleged rather that it has suspended the implementation of the CBA due to lack of funds from the Government. He argued further that the Respondent has not refused to continue implementing the CBA but has merely suspended the same due to lack of funds, which issue is beyond them as funds for implementation can only be forwarded from the treasury.
39. On the harm alluded, it was submitted that the issue at hand is toward the implementation of the salary increased pursuant to the CBA 2017/2021 which has been temporarily stayed and will be fully implemented when the funds are released to them. It was therefore argued that the harm is one that can be compensated by award of damages. To support this argument the Respondent relied on the case of Pius Kipchirchir Kogo V Frank Kimeli Tenai [2018] eKlr where the Court held that;-

“Irreparable injury means that the injury must be one that cannot be adequately compensated for in damages and that the existence of a prima facie case is not itself sufficient. The applicant should further show that irreparable injury will occur to him if the injunction is not granted and there is no other remedy open to him by which he will protect himself from the consequences of the apprehended injury... The Court should issue an injunction where the balance of convenience is in favor of the plaintiff and not where the balance is in favor of the opposite party. The meaning of balance of convenience in favor of the plaintiff is that if an injunction is not granted and the suit is ultimately decided in favor of the plaintiffs, the inconvenience caused to the plaintiff would be greater than that which would be caused to the defendants if an injunction is granted but the suit is ultimately dismissed. Although it is called balance of convenience it is really the balance of inconvenience and it is for the plaintiffs to show that the inconvenience caused to them would be greater than that which may be caused to the defendants. Should the inconvenience be equal, it is the plaintiffs who suffer. In other words, the plaintiffs have to show that the comparative mischief from the inconvenience which is likely to arise from withholding the injunction will be greater than which is likely to arise from granting it.”

40. On the balance of convenience, the Respondent argued that they are likely to be prejudiced if the Court ordered them to pay the Claimant’s members salary as per the CBA 2017/2021 when they do not have that money.
41. The Respondent also submitted that this Forum is not the right forum to bring issues of compliance of Court orders issued in ELRC CBA 1 of 2020 and the issue of compliance thereof should not arise.
42. The Respondent then urged this Court to allow its application dated 5th January, 2022 in terms of prayer 5 & 6 and as a result dismiss the Claimant’s applications for failing to full disclose the material facts and in failing to satisfy the triplicate conditions for issuance of the Orders of the Temporary injunction.

Interested party’s Submissions.

43. The interested party supported the Claimant’s application and opposed the Respondent application seeking to set aside and or vary the orders of the Court issued on the 18.11.2021. It was argued that salary increase and allowance in the CBA of 2017/2021 took a rigorous process to arrive at and the same cannot be altered unilaterally by the Respondents. In support of this argument he interested party relied on the case of Kenya Union of Domestic Hotels Educational Institutions Hospitals & Allied Workers v Naaro High School [2014] eKLR where the Court cited the case of Industrial Court of



Kenya Cause No. 39 of 2008 between KUDHEIHA V. Masii Secondary School where the Hon. Judge stated at page 11 that:

“As regards the second question i.e. the applicability of the Collective Bargaining Agreement between the Union and the Ministry of Education to the Grievant’s case, we do not need to re-invent the wheel as this Court has dealt with a similar situation in the past. In Cause 110 of 2005 (KUDHEIHA workers) V. Musa Gitau Primary School) this Court stated as follows on the effect of L. N. NO. 263 of 1993... The terms and conditions of service in the expired Collective Bargaining Agreement remain applicable to the Grievants and the Respondents’ employees employed during the subsistence of the Collective Bargaining Agreement, until amended by a new Collective Bargaining Agreement or fresh individual contracts of employment. The amendments would however, have to take into account the terms and conditions in the said Collective Bargaining Agreement as the minimum terms and conditions of the affected employees.”

44. The interested party submitted that the Respondents are duty bound to source for funds to ensure implementation of the CBA. It was argued that the Implementation of the CBA was a multi-sectoral affair which issue was discussed and parties agreed at the modalities of payment and the number of the employees to be paid in the said CBA therefore that the allegation by the Respondents that the funds were depleted cannot stand.
45. It was further submitted that the Respondent ought to be compelled to comply with the Orders of the Court issued in ELRCCBA 1 of 2020 in line with section 26(2) of the *Employment Act*.
46. The interested party also submitted that the Respondents sabotaged the implementation of the CBA in recruiting new staff and factoring them in, under the funds meant for the implementation of the CBA. He added that the funds set aside for the implementation of the CBA ought to have been set out just for that purpose and for employees who were covered by the CBA and not the new employees. He therefore submitted that the Respondents used the funds for the wrong purpose and this Court should order them to ensure compliance with the CBA in line with the Court Orders.
47. In conclusion, it was submitted that the Applications by the Claimant ought to be allowed and the Respondent’s Application be dismissed with costs.
48. I have examined the averments and submissions of the parties herein. The main contention in all the applications before me relate to the non-execution of the CBA between the applicants and the Respondents wherein the applicants contend that the Respondents have failed to pay its members salary rise as per the CBA No. ELRC CBA 1/2020 which is the CBA for the period 2017/2021.
49. Following this CBA, some funds were released by the Government to pay members of the Claimant but that the Respondents reneged on the implementation of the CBA and stopped paying out the expected salary rise.
50. The Respondents have explained that their failure to pay out the Claimants members as per the CBA was informed by lack of funds.
51. My undertaking is that once parties sign a collective bargaining agreement the same remain in force and implementable unless amended by agreement or until a new CBA comes in force.
52. There is no evidence that there is a new CBA to replace the one in contention.
53. The excuse by the Respondent that they lack funds should be one to be resolved by seeking for the funds missing or negotiating with the Claimants which the Respondents have not done.



54. This Court has no authority to alter a CBA of members freely negotiated and signed. Since what is in contention in implementation of this CBA, I find the application of the applicants is merited and I issue an order compelling the Respondents to comply with the Judgment as issued by the Honourable Court through ELRC CBA 1/2020.
55. The Respondents are free to negotiate with the Claimants on how to implement the CBA but cannot renege on it.
56. In the same vein, I find the application by the Respondents has no merit and I dismiss it accordingly.
57. Costs in the cause.

RULING DELIVERED VIRTUALLY THIS 16TH DAY OF JUNE, 2022.

HON. LADY JUSTICE HELLEN WASILWA

JUDGE

In the presence of:-

Mwangi for Respondent – present

Claimants – absent

Interested party – absent

Court Assistant - Fred

