



REPUBLIC OF KENYA



**Kanyau & 4 others v Kalati (Environment and Land Appeal 37 of 2019)
[2024] KEELC 6059 (KLR) (18 September 2024) (Judgment)**

Neutral citation: [2024] KEELC 6059 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT MACHAKOS
ENVIRONMENT AND LAND APPEAL 37 OF 2019
A NYUKURI, J
SEPTEMBER 18, 2024**

BETWEEN

**SYOMBUA KANYAU 1ST APPELLANT
STEPHEN MULI KANYAU 2ND APPELLANT
MWANZIA KANYAU 3RD APPELLANT
NGAO KANYAU 4TH APPELLANT
NGOMAO KANYAU 5TH APPELLANT**

AND

SYOTWILI KYULE KALATI RESPONDENT

(Being an Appeal from the Judgment of Chief Magistrate's Court at Machakos by Hon. C. A. Ocharo, SPM delivered on 22nd day of July 2019 in Machakos CMC Case No. 544 of 2012)

JUDGMENT

Introduction

1. The appellants in this appeal challenge the judgment of Honourable C. A. Ocharo, Senior Principal Magistrate delivered on 22nd July 2019 in Machakos CMC Case Number 544 of 2012. In the impugned judgment, the learned trial magistrate allowed the plaintiff's (respondent herein) case and granted an injunction and eviction orders in favour of the plaintiff and declared that the plaintiff was the sole owner of Plot No. 6-067 Muka Mukuu Farmers' Co-operative Society Limited (suit property). The court also awarded her costs and interest.



Background

2. By an amended plaint dated 18th December 2009, the plaintiff sought against the defendants the following orders;
 - a. An injunction restraining the defendants from trespassing and/or continuing to trespass on the plaintiffs Plot No. 6-067 Muka Mukuu Cooperative Society Ltd.
 - b. A declaration that the plaintiff is the sole owner of Plot No. 6-067 Muka Mukuu Farmers Cooperative Society Limited.
 - c. An order for vacant possession of and or eviction of the defendants from Plot No. 6-067 Muka Mukuu Cooperative Society Ltd.
 - d. Costs of this suit and interest.
3. The plaintiff's case was that at all material times she was the lawful owner of Plot No. 6-067 being a result of share No. 418 Muka Mukuu Farmers Cooperative Society Limited, which share she purchased from the late Kanyau Nyolo (hereinafter referred to as Kanyau). Her grievance was that the defendants had unlawfully and without his consent entered the suit property, were working and settling thereon claiming that the same belonged to them.
4. Opposing the suit, the defendants filed amended defence dated 2nd February 2010, denying the plaintiff's claim and stated that the suit property is a family property owned by the defendants where they have lived and farmed for 30 years, hence the plaintiff's claim is unlawful, baseless and misplaced.
5. The suit was heard by *viva voce* evidence. The plaintiff testified in support of her claim while the defendants presented three witnesses. The trial court visited the suit property and noted that both the plaintiff and defendants resided thereon and were separated by a fence placed by the area chief. Further that the defendants had buried their father, mother, brother and children, on the part they occupied. The court also observed that the 3rd defendant had moved out of the property in 2012 while the 2nd defendant had put up a permanent house.

Plaintiff's evidence

6. PW1 was Syotwili Kyule Kalati. She stated that she knew the 1st defendant, who had passed on during the pendency of the suit and that the 2nd defendant was the 1st defendant's son, who lives on the suit property. She stated that she purchased Plot No. 6-067 from Kanyau who sold her his share No. 418 at Muka Mukuu Farmers Cooperative Society (hereinafter referred to as Muka Mukuu).
7. The witness stated that upon purchase of the suit property, the defendants complained to Muka Mukuu and after their dispute was heard by the latter, Kanyau was told to vacate the land but he refused. She stated that Kanyau was the husband to Syombua Kanyau the 1st defendant and the other defendants are their children. She stated that Kanyau wrote a letter stating that he was ready to vacate the suit property.
8. She further stated that on the basis of Kanyau's sale of his, Muka Mukuu transferred the land to her. She averred that the defendants had planted trees on the suit property while the case was ongoing in court. She complained that they also cultivate the land and wherever she plants her crops, the defendants uproot them. She maintained that the suit property was not ancestral land but land obtained by obtaining a share in Muka Mukuu. She produced an arbitral award from the Cooperatives Tribunal; a letter by Kanyau dated 9th October 1998; the plaintiff's letter dated 9th October 1998; membership card and records card for Muka Mukuu.



9. On cross examination, she stated that she purchased the share from Kanyau but could not remember the year. She stated that they had an agreement which was witnessed by some witnesses but none of the parties to the agreement signed the agreement. She denied an allegation that Kyule Kalati, her husband jointly purchased the suit property with Kanyau. She confirmed that the suit property is occupied by her family and one of Kanyau's sons. She stated that Kanyau had lived on the suit property, since 1982 and that at the cooperative society, it is Syombua and Kanyau who filed suit. She stated that she was illiterate. She stated that she got a transfer from Muka Mukuu and did not seek consent from the Land Control Board. She stated that she had the membership card from Muka Mukuu. That marked the close of the plaintiff's case.

Defendants' case

10. DW1 was Stephen Muli Kanyau, the son of Kanyau. He adopted his witness statement filed on 10th April 2015 as his evidence in chief. His testimony was that his father the late Kanyau died in 1996. That he had bought share number 418 from Muka Mukuu. He stated that his father partially paid for his share but was unable to complete payment and that therefore he agreed with Kyule Kalati for the latter to purchase the land jointly with him.
11. The witness stated that in 1982 Muka Mukuu distributed the land among the purchasers and therefore his father and Kyule Kalati were given the suit property. He stated that with the assistance of the area chief, they put up a boundary after the land was given to them. He stated that since Kyule Kalati had paid more money, he was given a bigger portion.
12. He testified that in 1983, Kyule Kalati took the late Kanyau to a bar and gave him much alcohol to a point he could not comprehend what he was doing. That it is at that point that he lost all his documents including his identity card and receipts showing payments for the plot. He claimed that the lost documents were used to change the records at Muka Mukuu. He stated that in 1986, the committee at Muka Mukuu held that Kanyau should refund Kyule Kshs. 2,500/- so that they can share the land equally, and the boundary moved accordingly. He stated that Kyule did not collect the money although they returned it.
13. DW1 stated that the plaintiff fraudulently caused the transfer of the suit property to herself using stolen documents, claiming that she was Kanyau's second wife. He stated that the transfer was done in 1997 after the death of his father. He stated that together with his siblings, they are in occupation of part of the suit property.
14. In addition to the written witness statement, the witness testified that Kyule Kalati paid Kshs. 900/- which was the balance at Muka Mukuu. He stated that he witnessed the payment before the chief of Ol Donyo Sabuk and was issued with a receipt. He stated that the agreement is with Muka Mukuu who refused to release it. It was his averment that the land was subdivided into two equal shares between Kyule Kalati and Kanyau Ndolo in 1982, and that they live in their portion to date. He claimed that in 1982, their house was burnt down with everything including all records regarding the suit property. He stated that he did not know how the plaintiff was given the membership card and share certificate and that the plaintiff's documents were not genuine.
15. In cross examination, he stated that Kyule Kalati had a bigger share because he contributed more money. He also stated that he did not know the size of their portion of land. He alleged that they paid the plaintiff money as ordered by Muka Mukuu. That they paid the money to Muka Mukuu so that the money can be given to the plaintiff. He stated that this was done when Kanyau was alive. He confirmed that he was aware that the plaintiff sued Muka Mukuu for release of her documents. He stated that he was not aware of the Tribunal proceedings. It was his testimony that Mwanzia Kanyau the 3rd defendant



- lives in Limuru, Ngao Kanyau lives at Del Monte and Ngomano Kanyau lives in Thika. He confirmed that the three did not have houses on the suit property. He stated that he was aged 57 years and lives on the land. That in 1987, he was 30 years old and that the suit property was not ancestral land. He claimed that it was the plaintiff who wrote the letter claimed to have been written by Kanyau and that his father who was a class three school drop out could not have written the letter.
16. He claimed that the letter to the D.O. was a forgery. He stated that it was not true that his brothers had moved out because they conceded that the suit property belong to the plaintiff. He stated that he did not know that the plaintiff was Kyule Kalati's wife and he also claimed that he did not know whether Kyule was dead. In re-examination, he claimed that the title documents got burnt.
 17. DW2 was Joseph Mwanzia Kanyau a son of Kanyau. He stated that Kyule Kalati was his neighbor. He stated that share No. 418 at Muka Mukuu for Plot 6-067 belonged to his father. It was his evidence that in 1982 the land was subdivided by Muka Mukuu to squatters so that those who could not raise the money to pay for the land, were allowed to raise funds. He stated that Kyule Kalati paid Kshs. 2,500/- and was given his portion by Kanyau. He stated that they have lived on the suit property since 1982 and that the family of Kyule Kalati joined them the same year. He stated that he did not know how the plaintiff got the title documents for the whole land. He stated that his father never transferred the land to the plaintiff.
 18. He stated that his father was schooled up to standard 3 and did not know how to write. He stated that he did not know his father's signature. He referred to a book and stated that it belonged to his father and that what was inside was his father's handwriting. He stated that the handwriting in the book was different from that in the transfer form. He stated that he used to see his father write, and that he did not have a proper signature. He stated that he could not have transferred the suit property because the family was living in that land.
 19. The witness stated that when they realized that the records at Muka Mukuu had changed, they confirmed that their father's name was not in Muka Mukuu's records. He stated that in 1984, they appeared before Muka Mukuu's committee. That they did not agree and the committee directed them to refund Kshs. 2,500/- which they paid at Muka Mukuu's office. He stated that he had no proof of this payment because Muka Mukuu did not give them a receipt. He stated that he did not know if the plaintiff collected the money.
 20. DW2 stated that the plaintiff sued Muka Mukuu and that they did not participate in those proceedings. He stated that he was born on the land and was now 55 years. According to the witness, when they refunded Kshs. 2,500/- their father became the sole owner thereof. He produced a transfer form and a booklet.
 21. On cross examination, he stated that he learnt that the plaintiff was the registered owner of the suit property in 1993 and that he did not file a case because he was told that there was another case. He stated that there was a case between Kanyau and the plaintiff. He denied the allegation that was in his written witness statement to the effect that the plaintiff's husband got his father drunk and snatched the latter his land ownership documents. He stated that the transfer form is dated a year after the subdivision. He stated that in the produced booklet the same was largely written by his father's brothers but that his father's writings were on page 6 line 6 & 7. He stated that his father had not signed anywhere and therefore he could not conclude that the signature on the transfer form was not his.
 22. According to the witness, the transfer form was from the offices of Muka Mukuu. He confirmed that there are records of transfer from Kanyau to the plaintiff at Muka Mukuu. He claimed that membership at Muka Mukuu was not transferable. He stated that he was the one in the process of constructing a house on the suit property. In re-examination, he stated that he was constructing on



- the portion where they live and not on the plaintiff's portion. He stated that their title documents got burnt and it was not correct that the plaintiff took them.
23. DW3 was Joseph Maingi Mulwa who adopted the contents of his witness statement filed on 26th October 2015 as his evidence in chief. His testimony was that he was a neighbor of Kyule Kalati and Kanyau who are both deceased. He stated that he organized a meeting between Kanyau and Kyule Kalati whereof they agreed that Kyule Kalati would assist Kanyau to complete payment for his share so that they share the land. He stated that the land was distributed equally among the family of Kanyau and Kyule by the chief and village elders.
 24. In cross examination, he stated that both Kyule and Kanyau invited the chief to divide the plot. He stated that he was member No. 6/097, and that he did not know who is listed as the owner of the suit property in Muka Mukuu records. He stated that he did not know if transfer was done at Muka Mukuu. This marked the close of the defence case.
 25. Upon considering the evidence, the trial court found that the plaintiff had proved that she acquired the suit property from the late Kanyau and that the plaintiff entered a valid agreement with Kanyau for transfer to her of the suit property and proceeded to allow the plaintiff's claim.
 26. It is the above finding and decision of the trial court that provoked the instant appeal. In a memorandum of appeal dated 31st July 2019, the appellants cited 5 grounds of appeal as follows;
 - a. That the learned magistrate erred in fact and law upholding the respondent's claim when there was no sufficient evidence to support the same.
 - b. That the learned magistrate erred in law and fact in failing to appreciate the appellants' evidence and their witnesses and thereby arriving at the wrong decision.
 - c. That the learned magistrate erred in law and fact in failing to attach the due weight to the appellants' evidence and submissions on the primary suit.
 - d. That the learned magistrate erred in fact and law in failing to appreciate the fact that the appellants have been in occupation of the suit land being Plot No. 6-067 at Muka Mukuu Cooperative Society Limited and the same divided equally as between the appellants and the respondent herein.
 - e. That the learned magistrate erred in law and fact in failing to appreciate that the suit land herein was purchased jointly between Kanyau Nyolo and Kyule Kalati representing the two families.
 27. Consequently, the appellant sought the following orders;
 - a. That the judgment dated signed and delivered on the 22nd July 2019 be set aside.
 - b. That this case be heard afresh.
 - c. That in the alternative, this honourable court do take up the submissions of the parties and/or reassess the evidence and issue a judgment thereon.
 - d. That costs of this appeal be paid to the appellant by the respondents.
 28. The appeal was canvassed by way of written submissions. On record are submissions filed by the appellants on 30th May 2023 and those filed by the respondent on 23rd January 2024.



Appellants' submissions

29. Counsel for the appellants submitted that the trial magistrate failed to attach due weight to the appellants evidence and submissions as there was evidence that there was no signed agreement between Kanyau and the respondent, and that the respondent admitted that Kanyau's sons have been living on the suit property since 1982, which the trial court overlooked. It was further submitted for the appellant that the letter produced by the respondent to demonstrate purchase of the suit property was a forgery and contrary to Section 3 (3) of the [Law of Contract Act](#). Counsel faulted the trial court's finding that the letter produced by the respondent was a commitment letter and not a sale agreement.
30. It was further contended for the appellant that the trial court failed to recognize the fact that the late Kanyau died in 1996. Counsel faulted the respondent's production of a letter from Muka Mukuu dated 9th October 1998 confirming that she was the owner of the suit property; and share certificate dated 7th April. The court was referred to Section 35 (3) and 4 of the [Evidence Act](#). Counsel submitted that the trial court erred by not establishing why the respondent failed to avail her husband or officials of Muka Mukuu to testify.
31. The appellants' counsel argued that the respondent failed to exercise her right to enforce the arbitral award and that they were time barred by dint of Section 4 (1) (c) of the [Limitation of Actions Act](#). Counsel argued that the trial court disregarded the evidence given by the appellants' witnesses. The court was referred to Section 36 of the [Evidence Act](#).
32. Counsel faulted the Cooperative Tribunal proceedings arguing that the same took place in the absence of the late Kanyau which they argued was contrary to Section 35 (3) and (4) of the [Evidence Act](#). Counsel contended that the said evidence should be nullified. Counsel argued that documents produced by the respondent were neither authored by her nor interrogated at the trial.
33. Reliance was placed on the cases of [Mohammed Adan Issak & Another v. Chris Ndolo Mutuku](#) [2021] eKLR and [Kenneth Litswa v. Martin Shivene & 2 others](#) [2020] eKLR for the proposition that the trial court's judgment should be set aside and the case heard afresh and that this court considers the parties' submissions and evidence and makes a judgment.

Respondent's submissions

34. Counsel for the respondent submitted that the trial court was right in upholding the respondent's claim as it was only the respondent who produced a sequence of documentary evidence supported with other evidence in a sequence from 1997. Counsel emphasized that the respondent presented evidence of proceedings before the Ministry of Cooperatives dated 8th January 1997 and a letter dated 19th October 1998 from Muka Mukuu confirming that the suit property belonged to her. Counsel argued that there is no requirement that evidence must be corroborated, citing Section 143 of the [Evidence Act](#) to argue that no particular number of witnesses shall be required to prove any fact.
35. It was also submitted for the respondent that the appellants did not produce documents to support their claim. Reliance was placed on Section 107 (1) of the [Evidence Act](#) and counsel argued that the appellant did not present evidence to rebut the respondent's evidence. Reliance was placed on the case of [Mbutia Macharia v. Anna Mutua & Another](#) [2017] eKLR for the argument that the legal burden of proof is discharged by evidence with the opposing party having a corresponding duty to adduce evidence in rebuttal.
36. On whether the matter should be heard afresh, counsel argued that that prayer was misplaced and that the trial court understood the appellant's case although it was based on hearsay. Counsel argued that



there was no basis for this court to interfere with the findings of the trial court as the respondents had proved her case on the required standard.

37. Counsel referred the court to the case of *Michael Murage v. Dorcas Atieno Ndwalie* [2017] eKLR and argued that this court was under duty to reconsider and reevaluate the evidence on record and draw its own conclusions.

Analysis and determination

38. The court has carefully considered the appeal, parties rival submissions and the entire record. The appellant raised five grounds of appeal raising issues as to whether the trial court failed to consider the appellant's evidence and instead allowed the respondent's claim without sufficient evidence.
39. The role of this court as the first appellate court is to reevaluate, reanalyze and reconsider evidence and make its own independent conclusions bearing in mind that it had no advantage of hearing or seeing witnesses and therefore make a due allowance for that (See *Selle & Another v. Associated Motor Boat Company Limited & Others* [1968] 1 EA 123).
40. Section 107 of the *Evidence Act* places the burden of proof in a case on the plaintiff and provides as follows;
1. Whoever desires any court to give judgment as to any legal right or liability dependent on the existence of facts which he asserts must prove that those facts exist.
 2. When a person is bound to prove the existence of any fact it is said that the burden of proof lies on that person.
41. In this case, the respondent's case in the amended plaint dated 18th December 2009 was that the plaintiff who was the owner of the suit property having purchased it from Kanyau Nyolo, complained that the defendants unlawfully entered the suit property, claiming it was theirs. In response, the defendants through their amended defence denied the plaintiff's claim and averred that the same was family property which they had occupied for 30 years.
42. The plaintiff in proving her case produced a letter dated 29th July 1987 alleged to have been written by Kanyau before the Chief's office Tala, confirming having sold and transferred suit property to the plaintiff and committing to leave the suit property in 1987. She also produced an arbitration Award dated 11th February 1997, where it was held that Muka Mukuu should release the plaintiff's documents being the original card for allocation of plot for share No. 48 Plot No. 60067; and Muka Mukuu badge. In addition, the plaintiff produced a letter dated 9th October 1998 from Muka Mukuu which confirmed that the suit property belonged to the plaintiff. Besides, the plaintiff further produced a plots record card showing that member number 415 owned share number 418 for Plot 6-067.
43. On the other hand, the defendants produced a transfer form dated 7th April 1982 showing that Kanyau Nyolo transferred the suit property to Kyotwili Kyule Kalati. They also produced a booklet. DW2 testified that Kanyau Nyolo did not know how to write. That his handwriting was that shown in the booklet and not in the transfer document. Therefore the defendants' documents were to demonstrate that Kanyau Nyolo did not know how to write and therefore that the letter dated 29th July 1987 and alleged to have been written by Kanyau was a forgery.
44. I have considered the evidence of the respondent and the appellants on the whole. One aspect that emerges and which cannot be ignored is the inconsistency and lack of credibility of evidence on the part of the appellants. While the respondent gave a chronological narration of how she acquired the suit property and the litigation around it, by producing the arbitral award, the confirmation by Kanyau



that the respondent purchased the suit property and a share certificate to confirm the purchase; the appellants had no documents of ownership. The only fact they sought to prove through DW2 was that the respondent's letter of 29th July 1987 was not signed by Kanyau as alleged by the respondent. Having considered the appellants' evidence on whether the letter dated 29th July 1987 was forged, I find the appellants evidence unreliable and failing in credibility. The appellants' case was that their father Kanyau did not know how to write. To prove that allegation, they produced a booklet allegedly with his writings. That contradiction that Kanyau could not write, but here is his handwriting points to the fact that the appellants were untruthful. A person cannot be unable to write and simultaneously have a booklet with his writings, which I have seen to be clearly written. Therefore the allegation that Kanyau could not write was disapproved by the appellants themselves.

45. On not having documentary evidence to demonstrate ownership, DW1 and DW2 disowned their witness statements which stated that the respondent took Kanyau Nyolo to a bar, gave him too much alcohol so that he could not comprehend what was happening and that, that was when the respondent snatched his documents. This narration was abandoned, and in evidence the two witnesses alleged that upon their house being burnt, their father's documents were destroyed in the fire. With this kind of recanting their evidence, I do not think that it is safe to rely on the appellants' evidence which in my view is not credible.

46. Section 108 of the *Evidence Act* requires a person who alleges a fact to prove the same and provides as follows;

The burden of proof in a suit or proceeding lies on that person who would fail if no evidence at all were given on either side.

47. Section 109 of the *Evidence Act* provides as follows;

The burden of proof as to any particular fact lies on the person who wishes the court to believe in its existence, unless it is provided by any law that the proof of that fact shall lie on any particular person.

48. Therefore while the burden of proof in a claim is static and remains on the plaintiff, the evidential burden shifts, and the evidential burden lies on the party who would lose if no further evidence is given.

49. In the case of *Raila Odinga v. IEBC* the Supreme Court held as follows;

(132) Though the legal and evidential burden of establishing the facts and contentions which will support a party's case is static and "remains constant through a trial with the plaintiff, however depending on the effectiveness with which he or she discharges this, the evidential burden keeps shifting and its position at any time is determined by answering the question as to who would lose if no further evidence were produced.

(133) It follows therefore that once the court is satisfied that the petitioner has adduced sufficient evidence to warrant impugning an election, if not controverted, then the evidentiary burden shifts to the respondent, in most cases the electoral body, to adduce evidence rebutting that assertion and demonstrating that there was compliance with the law or, if the ground is one of irregularities, that they did not affect the results of the election. In other words, while the petitioner bears an evidentiary burden to adduce 'factual' evidence to prove his/her allegations of breach, then the burden shifts and it behooves the respondent to adduce evidence to prove compliance with the law...



50. I have considered the respondent's evidence and the supporting documents produced and it is clear that the respondent proved that she purchased the suit property from Kanyau, who in 1987 promised to vacate the suit property. It is also apparent that the dispute between the parties was presented before Muka Mukuu, who instead of making a decision, withheld the respondent's documents regarding the suit property. The respondent went ahead to sue Muka Mukuu before the Cooperatives Tribunal for release of her documents vide arbitration Case No. 10 of 1992 as per the letter of Muka Mukuu dated 9th October 1998. This case was determined on 11th February 1997. Six years later, on 16th December 2003, the respondent filed this case in the High Court at Machakos being Machakos HCC No. 106 of 2003 for recovery of the suit property which case was later transferred to the lower court and heard and determined in that court.
51. In view of the above, the evidentiary burden shifted to the appellants to rebut the respondent's clear evidence, that the suit property belonged to her. Having considered the appellants' evidence which attempted but failed to prove that the letter dated 29th July 1987 produced by the respondent was forged, I find that the appellants failed to discharge the evidentiary burden which had shifted to them when the respondent demonstrated lawful ownership. Therefore the respondent evidence remained un rebutted. On whether or not the appellants were on the suit property since 1982, that being their allegation they ought to have proved it. The respondent confirmation in cross examination that Kanyau had been on the suit property since 1982 does not necessarily mean that the appellants were also on the property since 1982. Kanyau is not one and the same person as the appellants. DW1 confirmed that Mwanzia Kanyau, Ngao Kanyau and Ngomano Kanyau (3rd, 4th and 5th appellants) do not live on the suit property and that they have no houses on the suit property. Even DW2 confirmed that as at 17th July 2018 when he was giving his testimony, that was when he was constructing his house on the suit property. Even when DW2 stated that he had been on the suit property he did not state year when he began living on the property. Therefore the appellants did not prove having been on the suit property for 30 years as alleged. In any event, the evidence on record shows that there was a case between their father and the respondent at Muka Mukuu leading to the withholding of the respondents' documents which constrained the respondent to file a case before the Cooperatives Tribunal resulting in the award to release her documents in 1997 and her filing the suit herein in 2003. Therefore the appellants occupation if at all, was never peaceful but disputed.
52. The appellants' reliance on Section 4 of the *Limitation of Actions Act* to argue that the respondent could not enforce the arbitral award is immaterial as the suit herein was for eviction and not to enforce an award granting the respondent release of their documents from Muka Mukuu.
53. For the above reasons, I find no merit in this appeal, and the same is hereby dismissed with costs to the respondent.
54. It is so ordered.

DATED, SIGNED AND DELIVERED AT MACHAKOS VIRTUALLY THIS 18TH DAY OF SEPTEMBER, 2024 THROUGH MICROSOFT TEAMS VIDEO CONFERENCING PLATFORM

A. NYUKURI

JUDGE

In the presence of;

Mr. Mutava for appellants

Mr. Isika for respondent



Court assistant – Josephine

