



Cherono & another v Maiyo (Suing as teh Administrator of the Estate of David Oito Maiyo) & 4 others (Environment & Land Case 480 of 2013) [2024] KEELC 13245 (KLR) (12 November 2024) (Judgment)

Neutral citation: [2024] KEELC 13245 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT ELDORET
ENVIRONMENT & LAND CASE 480 OF 2013
JM ONYANGO, J
NOVEMBER 12, 2024**

BETWEEN

LORNA JEMUTAI CHERONO 1ST PLAINTIFF

SIMEON CHEBII 2ND PLAINTIFF

AND

STEPHEN MAIYO (SUING AS TEH ADMINISTRATOR OF THE ESTATE OF DAVID OITO MAIYO) 1ST DEFENDANT

STEPHEN MAIYO 2ND DEFENDANT

JACKSON K KIBOR 3RD DEFENDANT

UASIN GISHU DISTRICT LAND REGISTRAR 4TH DEFENDANT

ATTORNEY GENERAL 5TH DEFENDANT

JUDGMENT

1. The Plaintiff commenced this suit vide a Plaint dated 19th April, 2007; seeking the following Orders against the Defendants jointly and severally: -
 - i. Declaratory Orders as per paragraphs 16 and 17 of the Plaint.
 - ii. An Injunction as per paragraph 18.
 - iii. Mandatory Orders as per paragraphs 19 and 20.
 - iv. Costs of this suit and interest thereon at court rates.
 - v. Any other relief that this Honourable court may deem fit, just and expedient to grant.



2. The Plaintiffs contend that the 1st defendant is the registered proprietor of all that parcel of land known as Plateau/ Kipkabus Block 4 (Lelmokwo)/7 measuring about 47.83Ha (hereinafter referred to as the suit land). Sometimes around 12th January, 2004; they entered into a sale agreement with the 1st defendant for the purchase of 5 Acres to be excised from the suit land for a consideration of Kshs.370,000/=.
3. The agreed purchase price was paid in full on execution of the sale agreement and the plaintiffs took immediate vacant possession of the said portion. They aver that the transfer process thereafter commenced; the Land Control Board consent was granted on 16th September, 2004 and the same was lodged with the District Land Registrar on 18th January, 2005. The transfer forms and all the other necessary documentations were duly filled and executed by both parties to facilitate the transfer of the purchased portion.
4. Thereafter, subdivision was done and mutation forms duly prepared by the District Surveyor. The plaintiff's portion became Plateau/ Kipkabus Block 4 (Lelmokwo)/51 and 52 (hereinafter referred to as the suit parcels) and a sketch map was drawn to that effect lodged with the Land Registrar on 24th February, 2005.
5. It is the plaintiffs claim that sometimes around 3rd August 2005, when they went to collect the title deeds to their portions (51 and 52), they were informed that a caution had been lodged against the said parcel by the 3rd defendant on 8th July, 2004 claiming co-owners' interest over the suit land.
6. Further, around March, 2007 the 2nd defendant without any color of right trespassed into the suit parcels in the plaintiffs' occupation, destroyed their properties and cultivated the entire portion to the detriment of the plaintiffs' rights over the said parcels.
7. The plaintiffs thus seek; a declaration that they are the bonafide purchasers of the suit parcels measuring 5 Acres, a declaration of trespass, permanent injunction against the 2nd defendant, the removal of the caution registered against the suit land and their registration as proprietors of the suit parcels.
8. The 1st defendant filed a Memorandum of Appearance dated 26th April, 2007 and a Statement of Defence dated 30th April, 2007 in response to the allegations made against him. He admitted paragraphs 8,9,10, 11 and 12 of the plaint; that he is the registered owner of the suit land, he confirmed entering into an agreement for the sale of a portion of the suit land measuring 5 Acres with the plaintiffs dated 12th January 2004, that the Land Control Board Consent was issued on the 16th September, 2004. He further stated that the Transfer Forms were duly executed to facilitate transfer in favor of the plaintiffs and subsequently, subdivision was done, mutation forms prepared by the surveyor and sketch plan drawn to that effect.
9. He however denied the contents of paragraphs 13 and 14 of the plaint and put the plaintiff to strict proof thereof. He dismissed the allegations of trespass against his son, the 2nd defendant and maintained that he is the one who resumed possession and occupation of a substantial part of the suit land after the plaintiffs allegedly jointly and severally renounced their proprietary interests over the suit parcel and sought a refund of the purchase price paid.
10. He avers that through a letter from their advocates dated 13th October, 2006 the plaintiffs informed the 1st defendant that the agreement for sale of the suit land between them had been frustrated. They renounced their claim over the suit land and consequently demanded a refund of the purchase price, which he maintained he refunded on 28th March, 2007 through the plaintiffs' advocate. The plaintiffs refused to accept the refund and instead filed this suit.



11. He contends that he thereafter assumed possession of the said parcel of land and his entry into the said portion cannot be said to have been illegal, the plaintiff having expressly waived their claim over the suit parcels.
12. He dismissed the plaintiffs suit as being bad in law, frivolous, vexatious, an abuse of the court process and that the same does not raise any triable issue against him. He urged the court to dismiss the suit with costs.
13. The 2nd defendant also filed his statement of defence dated 30th April, 2007 in response to the trespass allegations made against him in the plaint. He denied trespassing into the suit parcels on the alleged time and put the plaintiffs to strict proof thereof.
14. It was his contention that the 1st defendant, who is his father, has been in possession of the arable part of the suit land and he could not therefore have trespassed into the same as alleged. He maintained that the plaintiffs have no cause of action against him to warrant the grant of the orders sought.
15. The 3rd defendant filed a Statement of Defence dated 24th February, 2015 denying the allegations raised in the Plaint and put the plaintiff to strict proof thereof. It was his assertion that the purported procedure carried out in a bid to obtain title by the plaintiffs was unprocedural and illegal.
16. He further stated that the plaintiffs' actions and assertion on the acquisition of the land parcel was uninformed tainted with fraud since the Caution lodged against the title of the suit land was done way before the sale and therefore any transaction thereof should be deemed illegal, null and void ab initio. He thus dismissed the plaintiffs claim of being bonafide purchasers as the same would not be lawful since there was a caution in place. He thus urged the court to dismiss the plaintiff's suit with costs.
17. The 4th and 5th defendants also filed their joint Statement of Defence dated 6th August 2024. They denied the allegations raised by the plaintiffs in the plaint and put them to strict proof thereof.
18. Further, it was their contention that they have a statutory mandate to receive and register the caution against the suit land in the interest of justice. They denied any wrong doing on their part and maintained that they acted in good faith. They thus urged the court to dismiss the suit against them.

The Evidence

19. On 24th October 2016, the matter proceeded for hearing of the Plaintiffs' case before Justice Ombwayo. The 1st Plaintiff testified as PW1; she adopted his witness statement dated 12th August, 2014 as her testimony in chief. She stated that the 1st defendant sold to her and the 2nd plaintiff a portion of the land measuring 5 Acres vide a sale agreement dated 12th January 2004.
20. She further testified that at the time she purchased the suit parcels, she conducted a search and confirmed that at the time there was no Caution registered against the title of the suit land. She however confirmed that she does not live on the land.
21. She maintained that they neither sought the refund of the purchase price from the 1st defendant as alleged nor received the same as alluded. She denied instructing the advocate to write the letter dated 13th October, 2006 asking for a refund of the purchase price as alleged.
22. She produced the following documents as Exhibits in support of their case, sale agreement as Pexh. 1, Mutation forms as Pexh. 2a, Map as Pexh. 2b, signed Transfer as Pexh.3, Application for Land Control Board Consent as Pexh. 4a, Land Control Board Consent as Pexh.4b and a bundle of receipts as Pexh. 5a and 5b.



23. On cross-examination she conceded that the Caution had been registered before subdivision of the suit land even though she found out about the same later. She reiterated that according to the letter from Kalya Advocate, she was to be refunded Kshs.860,000/- within 3 months. By the time they received a response to the said letter by the 1st defendant's advocate on 13th October, 2006, the three months had already lapsed.
24. The 2nd Plaintiff testified as PW2 testified on 22nd February, 2017. I however wish to point out that vide a consent agreement dated 17th March, 2019 the 2nd plaintiff's claim was compromised. The said consent was adopted as an order of the court on 28th September, 2019 and consequently, the claim sought by the 2nd defendant against the 1st and 2nd defendants was marked settled.
25. Samson Chebii Sirma testified as PW3; he adopted his witness statement dated 12th August, 2014 as his evidence in chief. He stated that he was a witness to the to the agreement for sale between the plaintiffs and the 1st defendant.
26. On cross-examination he stated that they did not do a search at the time of making the sale agreement but they were informed that there was no caution on the land. That after paying the purchase price, they entered the land and constructed some structures. However, sometimes in 2007, the 1st defendant re-entered the land and started tilling the same.
27. When he was shown the letter from Kalya Advocates marked as DMFI1, he conceded that from the letter, the advocate had sought the refund of the purchase price but he maintained that the money was never returned. He also confirmed that the caution was placed on 8th July, 2004 and at that time the registered owner of the suit land was the 1st defendant. That by the time the transfer was being lodged on 8th February 2005, the caution had already been registered against the title.
28. The defence case proceeded for hearing on 28th September, 2023. The 2nd defendant testified as DW1, on his own behalf and on behalf of the estate of his late father who was the 1st defendant. He adopted his witness statement dated 3/7/2014 as his evidence in chief. He confirmed that his late father entered into an agreement for sale dated 1st January, 2004 with the plaintiffs and after the agreement his father started the transfer process. He also gave the plaintiffs a vacant possession of the purchased portion measuring 5 Acres.
29. He further stated that the transfer did not take place since the 3rd defendant lodged a caution against the title of the land. He explained that his father's portion of 47.8Ha was curved out of the bigger Lelmokwo Farm which covers 1300 Acres. That the plaintiffs through their advocates Kalya & Company Advocates wrote a letter dated 13th October, 2006 seeking a refund of the purchase process since the transfer process had been frustrated.
30. His late father, through his advocate Terer & Co. Advocates responded to the plaintiffs' demand vide a letter dated 28th March 2007. His father thereafter deposited the said sum of Kshs.370,000 with Terer & Company Advocates but he later learnt that the same was never collected by the 1st plaintiff. The receipt showing the refund of the said purchase price was produced as Dexh. 12. He stated that by the time the refund was made, the plaintiffs had not constructed any structure on the land.
31. He produced the documents in the defendant's list of documents dated 21st July, 2014 as Defence exhibits 1 – 11. The said documents were produced as follows: - Sale Agreement dated 12th January, 2004 as Dexh. 1, Application for Consent of Land Control Board as Dexh. 2, Letter of Consent as Dexh. 3, Duly signed transfer form from David Oito Maiyo to Simon Chebii as Dexh. 4, Valuation requisition for stamp duty declaration dated 21st January, 2005 as Dexh. 5, stamp duty declaration, assessment and payment form as Dexh. 6, bundle of receipts for payment of transfer fees as Dexh.



- 7, sketch of development plan as Dexh. 8, certificate of official search dated 5th April, 2007 as Dexh. 9, Demand Notice dated 13th October, 2006 as Dexh. 10 and Response to demand notice dated 28th March, 2007 as Dexh. 11.
32. On cross-examination, DW1 reiterated that the transfer failed to take place because of the caution registered against the title by the 3rd defendant (who is now deceased) to restrain any dealings on the land. He however confirmed that the caution was eventually removed and that the 1st plaintiff has never shown any interest in having the land she bought registered in her name.
 33. He further stated that they have never transferred the 1st plaintiff's portion measuring 2.5 Acres owing to the request made by the plaintiffs for a refund of the purchase price. The said amount was thereafter deposited by his late father at his advocate's office. He testified that after the removal of caution, his late father divided his suit land among his 7 sons and each of them has his title. He added that owing to the sub-division, the suit land is not available for transfer to the 1st plaintiff.
 34. He conceded that from the letter from Kalya Advocates, the refund of the purchase price was to be done within 3 months but the refund by his late father was made after the 3 months. Further, that the letter demanded a refund of Kshs.860,000/- but what was deposited with the Terer Advocates was Kshs.370,000/-
 35. On re-examination, he reiterated that there was no valuation report attached to the letter from Kalya Advocates to show that the land was valued at Kshs.860,000/- to justify a refund of Kshs.860,000/-. The demand letter clearly indicated that the plaintiffs wanted a refund of the purchase price and not the land.
 36. By consent of the parties the extract of the green card and the certificate of official search in respect to LR. No. Plateau/ Kipkabus Block 4 (Lelmokwo)/7, was produced as the 3rd defendant's Dexh. 1 and 2.
 37. The Land Registrar testified as DW2, he denied any wrongdoing on his part and reiterated his statutory right to receive and register the caution against the suit land. Even though he maintained that there was no evidence of an inhibition, restriction or a caution registered against the suit land. However, his testimony was controverted by the certificate of search and green card produced above and which confirmed the existence of the caution.
 38. On cross-examination; he confirmed that the various subdivisions arising from the suit land, being suit parcel No. 47 – 57 have since been registered in the names of the 2nd defendant and the various beneficiaries of the 1st defendants respectively. This he conceded was done during the pendency of the suit herein. The 4th and 5th defendants thereafter closed their case.
 39. Upon close of the defence case, the court issued directions on the filing of the final written submissions. The 1st plaintiff filed her submissions dated 9th October, 2024 together with authorities while the 1st and 2nd defendants filed their submissions dated 1st October, 2024 which I have read and considered;

Plaintiffs' Submissions.

40. Learned counsel for the plaintiff submitted on 5 issues; whether there was a valid rescission; whether the plaintiffs were entitled to an order of specific performance; whether the transfer of the suit property to the 1st Defendants children offended the doctrine of lis pendens whether the 1st and 2nd defendants are trespassers on the suit land and whether the plaintiff is entitled to an order of injunction.



41. With regard to rescission, counsel cited Chitty on Contracts, 31st Edition, Volume 1 paragraph 22-001 where rescission is defined as follows:
- “Rescission is the right to cancel a contract and where possible, to restore the parties to their pre-contractual position. It may be exercised where there has been a breach of a term which is regarded as a condition, or where the performance of a party’s obligation has become impossible”
42. She submitted that the Plaintiff’s demand for a refund of the purchase price was merely intended to pressure the 1st Defendant to perform the contract and it was not intended to signify a repudiation of the agreement. He relied on the cases of *Ogubanjo v Joseph* (1949) 2KB 265 and *Johnson v Agnew* (1980) A.C 367 for the proposition that rescission amounts to an unequivocal termination or repudiation of the agreement.
43. It was her contention the Plaintiffs’ refusal to accept the refund of the purchase price negates the possibility of a valid rescission. She submitted that the 1st Plaintiff had not sought to abandon the contract and she was pursuing its enforcement by holding the 1st Defendant accountable for failing to transfer the suit property.
44. Counsel submitted that the 1st Plaintiff was entitled to an order of specific performance as she had complied with all her contractual obligations. She relied on *Thrift Homes Ltd v Kays Investment Ltd* (2015) eKLR ; *Gurigai Investments Ltd v Nelly Wanjiku Kamau* (2017 eKLR) and *Samwel Kamere v Land Registrar, Kajiado* (2015) eKLR . She argued that should the 1st and 2nd defendants be unwilling to effect the transfer, the court should invoke the provisions of sections 79(3) and 80 of the [Land Act](#) by cancelling the resultant sub-divisions to enable the registration of 2.5 acres to the Plaintiff.
45. With regard to the doctrine of *lis pendens*, counsel submitted that the 1st Plaintiff’s transfer of the suit properties to his wife and children during the pendency of the suit offends the doctrine of *lis pendens* and that the said transfers should be set aside as they hinder the courts ability to render justice. She relied on *Mawji v US International University & Another* (1976) KLR 185.
46. On the issue of trespass, counsel urged the court to affirm the 1st Plaintiff’s ownership of 2.5 acres of the suit property and declare that the 1st and 2nd defendants have trespassed on the said portion of land. She submitted that the plaintiff is entitled to vacant possession of the suit property.
47. Finally, counsel submitted that the plaintiff is entitled to an order of permanent injunction to prevent future acts of trespass.

1st and 2nd Defendants’ Submissions

48. On the other hand, learned counsel for the 1st and 2nd Defendants submitted that it was the plaintiff’s advocates who wrote to the Advocates for the 1st and 2nd Defendants vide their letter dated 13th October 2006 indicating that the contract had been frustrated and they proceeded to rescind the contract by calling for a refund of the purchase price. In response to the said letter the firm of Terer & Company advocates who were acting for the 1st and 2nd defendants wrote a letter dated 28.3.2007 in which they agreed with the plaintiffs’ advocates that indeed the contract had been frustrated and that both parties had been discharged from their obligations. They further informed the plaintiffs’ counsel that their client had deposited the purchase price with them for onward transmission to the plaintiff’s advocates.
49. It was counsel’s contention that rescission is one of the remedies available to a party once a contract has been frustrated and the plaintiffs were therefore within their rights to rescind the contract and



seek a refund as they did. He submitted that in response to the demand for a refund of the purchase price the 1st and 2nd Defendants deposited the money with their advocates who in turn informed the plaintiff's advocates. He argued that the plaintiffs did not have the capacity to charge interest or any other penalties pursuant to the sale agreement as the contract had not been frustrated by the Defendants. He relied on the case of Housing Company of East Africa Limited v Board of Trustees National Social Security Fund & 2 others [2018] eKLR where the Court of Appeal declined to order that the Appellant indemnifies the Respondents for consequential loss resulting from the lodgment of a caveat.

50. He submitted that since the 3rd Defendant is the one who frustrated the contract by lodging a caution on the suit property, the Plaintiffs should have pursued him for interest and special damages. He concluded that the 1st plaintiff is not entitled to the reliefs sought as she rescinded the contract and declined to take the refund of the purchase which would have restored her to the position she was in before the contract.

Analysis and Determination

51. I have carefully considered the pleadings filed, the oral and documentary evidence adduced by the parties together the rival submissions. In that regard, I am of the considered view that the following issues arise for determination:
- i. Whether the sale agreement dated 12th January 2004 was validly rescinded by the Plaintiffs.
 - ii. Whether the 1st Plaintiff is entitled to the reliefs sought in the Plaint.

Whether the sale agreement dated 12th January 2004 was validly rescinded by the Plaintiffs

52. From the outset I must state that the facts and circumstances of the instant suit present a rather unique position. It is not contested that there was a sale agreement dated 12th January, 2004 between the plaintiffs and the 1st defendant. The purchase price was paid in full, the plaintiffs took immediate vacant possession of the purchased portion, consent of the Land Control Board was obtained on the 16th September, 2004 as statutorily required, the Transfer Forms were duly executed to facilitate transfer in favor of the plaintiffs, subdivision was done, mutation forms prepared by the surveyor and sketch plan drawn to that effect and all these documents were presented to the lands office for registration. However, registration could not be done as there was a caution on the suit property lodged by the 3rd Defendant.
53. What followed was a letter by the Plaintiff's advocates to the 1st and 2nd Defendants' advocates dated 13th October 2006 which reads in part as follows:

“That sometimes on the 12th day of January 2004, you entered into a sale agreement of land to sell five (5) acres out of the expansive parcel of land known as Tile No. Plateau/ Kipkabusblock 4 (Lelmokwo)/7 measuring 47.83 Hectares at a total consideration of of Kenya Shillings Three Hundred and Seventy Thousand (Kshs. 370,000) which monies you received in full from the purchasers Mr. Simeon Chebii and Lorna Jemutai Cheronu.

Thereafter in the process of effecting transfer of title to the said purchasers and after filing the necessary forms and obtaining consent from the Land Control Board, the purchasers learned that a third party had lodged an objection in the register stopping the process of transfer from being completed. This materially varied the rights of the purchasers herein who feel that the sale agreement has been frustrated.



Our instructions are to demand immediate refund of Kenya Shillings Seven Hundred and Fifty Thousand (Kshs.750,000/-) being an amount equivalent to the current purchase price and an additional amount of Kenya Shillings One Hundred and Ten Thousand only (Kshs.110,000/-) being an amount in consideration of the developments on the land thereon.

Take notice therefore that unless you pay our client through this office the sum of Kenya Shillings Eight Hundred and Sixty thousand only (Kshs.860,000) being an amount in compensation for the breach of contract together with our charges of Kshs.2,400 within three months (3) from the date hereof, we have mandatory instructions to institute legal proceedings against you to recover the same at your peril as to costs, interest and other consequences arising from and incidental thereto without any further reference to you which please take note”

54. The question that arises is whether the above-mentioned letter constitutes a rescission of the sale agreement.

Black’s Law Dictionary Ninth Edition defines “rescission” as

“a Party’s unilateral unmaking of a contract, for a legally sufficient reason such as the other party’s material breach or a judgment rescinding the contract. Rescission is available as a remedy or defence for a non-defaulting party and is accompanied by restitution of any partial performance, thus restoring the parties to their pre-contractual positions”

55. Rescission may be consensual or by way of notice usually to the defaulting party by the other party to the contract. In the Court of Appeal case of Njamunyu –vs-Nyaga (1983) KLR 282 cited with approval in the case of Elijah Kipkorir Barmalel & another –vs- John Kiplagat Chemweno & 3 others (2010) eKLR the court considered when rescission may be applicable and inter alia stated:-

“7. Where completion does not take place as intended by the parties (in this case after the consent was obtained), the option open to the concerned party is to give notice to the party in default therefore making time of the essence . Where there is no express agreement or notice making time of the essence the court will require precise compliance with stipulations as to time whenever the circumstances of the case allow .

8. Before an agreement such as this can be rescinded, the party in default should be notified of the default and given reasonable time within which to rectify it. Once notice of default has been given failure to rectify will result in rescission of the contract”.

56. In the instant case, the sale agreement does not address the question of rescission by either party to the agreement. The question of rescission must therefore be construed from the conduct of the parties.

57. The letter by the plaintiff’s advocate was clear and unequivocal that the agreement had been frustrated. The letter further stated that if the amount stated in the letter was not paid within three months, the plaintiff would institute legal proceedings to recover the said amount together with interest. There can be no doubt that the plaintiffs intended to terminate the agreement and the same cannot be construed as a merely having been intended to pressure the 1st defendant to perform the contract as submitted by counsel for the Plaintiffs. The only reason they refused to accept the purchase price that



was deposited with the 1st and 2nd Defendants' advocates is because the amount deposited did not include the compensation they had demanded.

58. By depositing the purchase price with their advocate for onward transmission to the Plaintiffs', the 1st and 2nd Defendants sought to restore the plaintiffs to the position where they were before the sale. It is therefore my finding that the sale agreement was validly rescinded.

Whether the 1st plaintiff is entitled to the reliefs sought

59. The 1st plaintiff seeks an order of specific performance, cancellation of the titles issued in the names of the 2nd Defendant as well as an order of permanent injunction to restrain the Defendants from interfering with the suit property.
60. Under normal circumstances, specific performance is an appropriate remedy where a purchaser has performed their part of the agreement and the Defendant is unwilling to perform his obligations under the agreement. However, in this case, both the vendor and purchaser performed their obligations but the vendor was prevented from transferring the suit property due to the caution lodged on the suit property by a third party who was not party to the agreement. The purchaser who is the plaintiff in this case wrote to vendor (1st defendant) expressly stating that the contract had been frustrated and demanded compensation within a specific period.
61. The question that arises is whether a party who has rescinded a contract can still claim specific performance. The simple answer is no. If the purchaser repudiates the contract and the vendor refunds the purchase price, both parties are discharged from their obligations under the contract and the purchaser cannot sue for specific performance.
62. In the instant case the vendor conceded that the sale had been frustrated and refunded purchase price. The Plaintiffs were duly informed that the purchase price had been deposited with the 1st and 2nd defendants' advocates but rather than collect the purchase price they chose to file suit for specific performance. The plaintiffs cannot be allowed to blow hot and cold by demanding the purchase price then proceeding to pursue a claim for specific performance.
63. Having held that the 1st plaintiff is not entitled to an order of specific performance, her claim for cancellation of the titles and prayer for a permanent injunction cannot succeed as property had not yet passed to her. It is my considered opinion that property could only pass upon the procedural and lawful registration of the suit parcels in favor of the plaintiffs and issuance of title deeds to that effect. Since no registration was effected in this case, it follows therefore that property did not pass to the Plaintiffs. The suit parcels thus remained the rightful property of the 1st defendant.
64. The upshot is that the 1st Plaintiff has failed to prove her case on a balance of probabilities and the case is dismissed with costs to the Defendants.
65. However, in the interest of justice and to avoid unjust enrichment on the part of the estate of the 1st Defendant and the 2nd Defendant, the 2nd Defendant is hereby ordered to refund the plaintiffs the amount of Khs.185,000 being half the amount deposited with the firm of Terer & Co. Advocates which is equivalent to the purchase price for 2.5 acres that has been lying in the account of M/s Terer & Company Advocates. The same shall be paid together with interest at court rates from the time of filing suit.

DATED, SIGNED AND DELIVERED AT ELDORET THIS 12TH DAY OF NOVEMBER, 2024.

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J. M. ONYANGO

JUDGE

In presence of;-

1. Miss Chirchir for Miss Chesoo for the Plaintiff
2. Mr. Silas Kibii for the 1st and 2nd Defendants
3. No appearance for the 4th and 5th Defendants

Court Assistant – Kuto

