



**Weiss v Mwamzungu & 2 others (Civil Appeal E120 of 2021)
[2024] KECA 1472 (KLR) (25 October 2024) (Judgment)**

Neutral citation: [2024] KECA 1472 (KLR)

**REPUBLIC OF KENYA
IN THE COURT OF APPEAL AT MOMBASA
CIVIL APPEAL E120 OF 2021
AK MURGOR, KI LAIBUTA & GV ODUNGA, JJA
OCTOBER 25, 2024**

BETWEEN

SYLVIA MARIA HALLAL WEISS APPELLANT

AND

RASHID ABDALLA MWAMZUNGU 1ST RESPONDENT

REANATE WOLD WIEN 2ND RESPONDENT

REGISTRAR OF LANDS KWALE COUNTY 3RD RESPONDENT

*(An appeal arising from the judgment of the Environment & Land Court at Mombasa
(Munyao Sila, J.) delivered on 4th November 2021 in ELC Case No. 86 of 2013)*

JUDGMENT

1. The appellant, Sylvia Maria Hallal Weiss filed suit against the 1st and 2nd respondents, Rashid Abdalla Mwamzungu and Reanate Wolf Wien respectively, seeking a permanent injunction restraining the respondents, by themselves, their agents, servants or any person acting in their authority, from transferring or disposing or in any way parting possession with Title No Kwale/Ukunda /4512 (the suit property), pending determination of the suit; a declaration that the 1st respondent held the suit property in trust for her and himself, and that she was entitled to a 50% share of the suit property and all its developments; an order for the sale of the suit property and an award of 50% of the proceeds of sale to her; plus cost of and incidental to the suit.
2. The appellant later filed an amended Plaintiff of 15th September 2016 against the 1st and 2nd respondents, together with the 3rd respondent, the Registrar of Lands, Kwale County seeking a permanent injunction restraining them, their agents, servants or any person acting in their authority from transferring or disposing or in any way parting possession with the suit property pending determination of the suit; orders evicting the 1st respondent from the suit property, and an order



revoking title No Kwale/Ukunda/4512 issued on 7th February 2012 to the 1st respondent, and an order that the title issued to her and the 2nd respondent jointly on 24th August 2011 to remain valid; Special and general damages; and costs of the suit.

3. The facts were that, in May 2011, the appellant purchased the suit property from one Juma Bakari and orally agreed to share it with the 2nd respondent. She solely paid the purchase price of 6,000 Euros for the suit property and had it registered in the joint names of herself and the 2nd respondent in equal shares as agreed. Based on trust, she proceeded to solely develop a residential house on the suit property at a cost of 40,000 Euros which funds she channeled through the 1st and 2nd respondents who acted as the overall supervisors of the development.
4. In 2012, she moved into the house with the 2nd respondent until 10th March 2012 when the appellant and her spouse moved out due to the high cost of living as she was the sole financier of all their daily expenses, and after they became abusive towards her. She later conducted an official search of the title to the suit property and, to her surprise, found that it was registered in the name of the 1st respondent as the absolute proprietor, and that the 1st respondent was in the process of disposing of the suit property since the 2nd respondent had returned to Europe.
5. With respect to the 3rd respondent, she claimed that it unlawfully registered and issued a title in the 1st respondent's name based on an irregularly executed transfer, without a sale agreement, and without the Land Control Board's consent having been obtained. She pleaded that there was a conspiracy with the 3rd respondent to defraud her of her investment, and that she and the 2nd respondent were the absolute owners of the suit property. In the pleadings, she alleged that:
 - “ 13. The 3rd Defendant unlawfully processed documents which were not in order and unlawfully issued a title of the land belonging to the Plaintiff and the 2nd Defendant to the 1st Defendant ie. in the absence of consents Land transfers having been in place and or sale agreement having been signed.
 14. That the actions of the 1st, 2nd and 3rd Defendant must be investigated for fraud occasioned to deprive the Plaintiff the right of ownership of the Land Title No Kwale/Ukunda/4512 and the developments erected thereon.
 15. This is a conspiracy of the 1st, 2nd and 3rd Respondents Plaintiff of her money having invested into the suit property.
 16. That this matter is being investigated by Diani Police Station under OB No 27/27/9/2016 for fraud allegations against the parties herein.”
6. The 1st and 2nd respondents entered appearance and filed a defence where they admitted that the appellant solely purchased the suit property and paid for its development. It was their case that the appellant agreed that the 2nd respondent would have 50% of the suit property as appreciation for her having agreed to leave her family and employment in Europe and come to reside in Kenya and care for her. They claimed that, subsequently, the appellant got married, and since she wanted space and privacy, she moved out of the house. It was their case that the appellant decided to transfer her share to the 1st respondent and, consequently, the 2nd respondent also transferred her share to him to enable him secure a loan as she was contemplating going back home to take care of her ailing parents, and that it was on the basis of that agreement that the 1st respondent became the sole registered owner of the suit property. They sought dismissal of the suit with costs. The 1st and 2nd respondents did not testify during the hearing.



7. The 3rd respondent denied that the registration of the suit property in the 1st respondent's name was by way of fraud; and that a letter of consent and transfer forms were presented for the transfer of the property to the 1st respondent. During the hearing, Ms. Widad Al-Amin, the Land Registrar, testified that the suit property first belonged to one Juma Bakari and was subsequently transferred to the appellant and the 2nd respondent; and that the green-card showed that the title was transferred to the 1st respondent, although the appellant's title was not cancelled. She stated that she could not verify the signatures on the documents transferring the title to the 1st respondent.
8. Upon considering the evidence, the trial Judge entered judgment for the appellant for a 50% share of the suit property and issued a declaration that the 1st respondent holds a half share of the suit property in trust for the appellant for the reason that he was not satisfied that the appellant would have transferred her stake in the suit property to the 1st respondent for no consideration as the two had no relationship whatsoever with each other.
9. The trial court further ordered that the property be valued by the Government Valuer resident in Kwale County; that, upon valuation, the 1st respondent to pay the appellant 50% of the value of the suit property within 3 months of the valuation; that, in default, the property be sold by way of public auction with the forced sale value being the reserve price, and that 50% of the proceeds be paid to the appellant; that the auctioneer to conduct the auction be appointed by the Deputy Registrar of the court and the Deputy Registrar to receive the report of such auction and be at liberty to make such further orders in execution of this judgment; and that the costs of the valuation and of the auction be shouldered by the 1st respondent or be deducted from what would be due to the 1st respondent if the appellant were forced to shoulder the same in order to give effect to the judgment.
10. Aggrieved, the appellant has filed an appeal to this Court on grounds that: the trial Judge was in error in law and fact for failing to address the issues raised in her amended Plaintiff dated 15th December 2016 and that, by so doing, reached the wrong decision; in failing to address the legality of the 1st respondent's title, and in disregarding the fact that the transfer of land document dated 6th February 2012 was not attested or signed by the transferee; in acting unfairly when the appellant sought leave of the court to file forensic signature examiners report by Diani Police, the formal application was dismissed without the provision of any tangible reason; and that, the trial Judge ignored the appellant's case and was biased.
11. The appellant contended further that the trial Judge misdirected himself in failing to find that the appellant's title was illegally held by the 1st respondent, and in failing to consider the testimony of the Land Registrar, Kwale, that the appellant's title was intact and not cancelled and, yet, a second title was issued to the 1st respondent; in ordering the sale or auction of the suit property without justifiable reasons and without indicating ownership of the suit property, and in failing to consider that it is the appellant's property that would be used to pay the appellant; that the trial Judge relied on the original Plaintiff instead of on the amended Plaintiff in determining the parties' dispute, and misdirected himself by failing to grant the prayers sought in the amended Plaintiff; and that the trial Judge acted unlawfully by allowing the uncancelled title of the appellant jointly with the 2nd respondent and the illegally acquired title issued to the 1st Respondent to exist in respect of the suit property, which resulted in there being no determination on who was the bonafide owner. It was also contended that the trial Judge wrongly imposed a constructive trust which was not applicable to the appellant's case.
12. The respondents also filed a cross appeal on grounds that the learned judge was in error in awarding the appellant 50% share in the suit property when the record clearly showed that she transferred her whole shares to the 1st respondent; in awarding the costs of the suit to the appellant, and in failing to



properly evaluate the evidence thereby reaching the wrong conclusions of facts and law and thereby occasioning a miscarriage of justice to the 1st respondent.

13. Both the appellant and the respondents filed written submissions. During the hearing of the appeal on the Court's virtual platform, there was no appearance for the appellant. Learned counsel Mr. Khamisi Salim appeared for the 1st and 2nd respondent while learned counsel Mr. Makuto appeared for the 3rd respondent. Both counsel highlighted their submissions orally.
14. In her submissions, the appellant stated that she had at no time transferred her title to the 1st respondent, and that, together with the 2nd respondent, they are the rightful owners of the suit property, and that the development belonged to her; that the 1st respondent obtained the Certificate of title fraudulently and through forgery, which is a criminal offence; and that the entries on the register relied on by the 3rd respondent to transfer the land to the 1st respondent are unlawful and should be cancelled. She submitted that the trial Judge did not consider her amended Plaintiff and that, instead, by erroneously basing the impugned decision and orders on the original Plaintiff, went on to find that the appellant had failed to prove that the 1st respondent's title was obtained through forgery.
15. On their part, counsel for the 1st and 2nd respondents submitted that the trial Judge misapplied the decision in the case of *Twalib Hatayan & another v Said Saggar Al-Heidy & 5 others* [2015] eKLR and misconstrued the facts to conclude that a constructive trust had come into existence. Counsel submitted that the appellant having failed to prove fraud or forgery on the part of the 1st respondent rendered the title registered in his name as valid and indefeasible and that, therefore, it ought not to be cancelled; that the intention of the appellant was to give the 1st respondent a gift. Otherwise, she would have indicated in the transfer instrument or the sale agreement the conditions upon which she was transferring the property to the 1st respondent.
16. On the issue of costs, counsel submitted that the 1st and 2nd respondents were entitled to costs in terms of the Supreme Court case of *Jabir Singh Rai & others v Tarlochan Singh Rai & 4 others* [2014] eKLR to argue that the discretion to award costs ought to have been done judiciously.
17. On his part, Mr. Makuto submitted that the 1st and 2nd respondents did not attend the hearing and that, therefore, did not call any evidence. It was also submitted that the appellant relied on her witness statement, which indicated that she would leave the suit property to the 1st respondent and wait to receive 50% of the value thereof. Counsel also submitted that the Land Registrar confirmed that the land transfer was registered, and that the trial court rightly found that a constructive trust had come into existence. Counsel also opposed the 1st and 2nd respondent's cross appeal.
18. This being a first appeal, this Court has the duty to analyze and re-examine the evidence adduced before the trial court and reach its own independent conclusion bearing in mind that it neither saw nor heard the witnesses testify. This duty was reiterated in *Abok James Odera t/a A. J. Odera & Associates v John Patrick Machira t/a Machira & Co. Advocates* [2013] eKLR where this Court pronounced itself 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. See the case of *Kenya Ports Authority v Kuston (Kenya) Limited* [2000] 2 EA 212.”
19. From a consideration of the record of appeal and the cross-appeal, the parties' submissions and the authorities, the issues arising for determination are:



- i. whether the transfer of the suit property to the 1st respondent was unlawful, and whether the appellant proved her case on a balance of probabilities;
 - ii) whether the learned Judge misdirected himself in imposing a constructive trust in favour of the appellant, and properly evaluated the evidence; and
 - iii) whether the appellant was entitled to the costs of the suit.
20. We begin with the crux of the appellant’s case as set out in the amended Plaintiff, which was whether the transfer of the title to the suit property was unlawful. At clause 13 of the amended Plaintiff, the appellant pleaded that, “The 3rd Defendant unlawfully processed documents which were not in order and unlawfully issued a title of the land belonging to the Plaintiff and the 2nd Defendant to the 1st Defendant ie. in the absence of consents Land transfers having been in place and or sale agreement having been signed”
21. In the case of *Wambui v Mwangi & 3 others* (Civil Appeal 465 of 2019) [2021] KECA 144 (KLR) this Court emphasized that:

“...no court of law should sanction and pass as valid any title to property founded on: fraud; deceitfulness; a contrived decree; illegality; nullity; irregularity, unprocedurally or otherwise a product of a corrupt scheme...” (emphasis ours).

See also *Bandi v Dzomo & 76 others* (Civil Appeal 16 of 2020) [2022] KECA 584 (KLR).

22. In re-evaluating and re-analysing the evidence on the record to arrive at our own independent conclusion, which is what we are enjoined as a 1st appellate Court to do, we have scrutinized and interrogated the document of land transfer that was relied upon by the 3rd respondent to transfer title to the suit property into the 1st respondent’s name and find that it was invalid and a nullity, and therefore incapable of conferring the suit property into the 1st respondent’s name. We say this because, from the face of the 1st respondent’s land transfer document, though there are signatures affixed to the transfer that are alleged to belong to the appellant and the 2nd respondent, neither of the signatures were attested by an authorized person. Without any attestation, it cannot be proved that the signatures belong to the appellant and the 2nd respondent. Further, in the case of the 1st respondent, he did not sign or have his signature attested on the transfer as the person to whom the suit property was to be transferred. In effect, besides the alleged signatures for the appellant and 2nd respondent, the spaces where such 1st respondent’s signature and the attestations for both the transferor and transferee would ordinarily be affixed are blank.
23. Section 3(3) of the *Law of Contract Act* makes it a mandatory requirement that agreements for the sale of land, including a transfer, must be in writing, signed by the parties and attested by a person present at the time of signing. Failure to sign and have the signatures attested results in non-compliance with section 3(3) of the Law of Contract Act and renders the sale agreement or transfer invalid.
24. Furthermore, section 26 of the *Land Registration Act* states that:

The certificate of title issued by the Registrar upon registration, or to a purchaser of land upon a transfer or transmission by the proprietor shall be taken by all courts as prima facie evidence that the person named as proprietor of the land is the absolute and indefeasible owner, subject to the encumbrances, easements, restrictions and conditions contained or endorsed in the certificate, and the title of that proprietor shall not be subject to challenge, except—



- a. on the ground of fraud or misrepresentation to which the person is proved to be a party; or
 - b. where the certificate of title has been acquired illegally, unprocedurally or through a corrupt scheme”.
25. The foregoing provision means that a certificate of title is liable to challenge on grounds of fraud or misrepresentation, or where it has been acquired illegally, unprocedurally or through a corrupt scheme.
26. In the instant case, the appellant contended that the 1st respondent’s title was acquired unprocedurally because the 1st respondent’s land transfer was registered in a manner contrary to the requirements of the law. As observed above, the land transfer comprised of glaring lapses since the appellant’s and the 2nd respondent’s signatures were not attested to. It was neither signed by the 1st respondent nor attested by an authorized person. In effect, the defects rendered it invalid and incapable of registration against the title to the suit property. That begs the question as to how an incomplete and unattested transfer, such as the one that sought to transfer the title to the suit property to the 1st respondent, could have been registered by the 3rd respondent instead of being rejected.
27. Section 38 (1) of the Registered Land Act Cap 300 (repealed) (now Section 36(1) of the Land Registration Act, 2012). provided that:

No land, lease, or charge shall be capable of being disposed of except in accordance with this Act and every attempt to dispose of the land, lease or charge otherwise than in accordance with this Act shall be ineffectual to create, extinguish, transfer, vary or effect any estate, right or interest in the land, lease or charge”
28. The provisions of section 108 of the repealed Act stipulated that:

Every disposition of land, a lease or a charge shall be effected by an instrument in the prescribed form...”.
27. Section 109 also provided that:

“(1) Every instrument evidencing a disposition shall be executed by all persons shown by the register to be proprietors of the interest affected and by all other parties to the instrument.

(2) Subject to section 124 (2), an instrument shall be deemed to have been executed only –

 - a. by a natural person, if signed by him...”
28. Therefore, under the repealed Registered Land Act, an instrument of disposition was incapable of registration unless the parties concerned have appropriately executed the documents, including Form R.L. 1, that is, the land transfer form, which must be signed and the signatures attested. See Evanson Wambugu Gachugi v Simon Wainaina Gatwiki & 2 others [2014] eKLR. Against the above express requirements of the law, the process of registration of the land transfer was clearly illegal and unprocedural given that the land transfer was defective and invalid, and incapable of conferring any interest upon the 1st respondent. Consequently, we find that the registration was illegal and unprocedural and that, on this basis, the court ought to have nullified the 1st respondent’s title.
29. But that is not all. Further irregularity in the process of transfer is demonstrated by the evidence that the original title in the name of the appellant and the 2nd respondent was not surrendered for cancellation prior to issuance of the 1st respondent’s title. According to the appellant, at no time did she surrender her original title to the 1st respondent, and that at all times it had remained in her possession. The



fact of the omission in cancelling the appellant's title is seen in the testimony of Ms. Widad Al-Amin, the Land Registrar on behalf of the 3rd respondent, who stated that the title in the appellant's and 2nd respondent's name was never cancelled. The reason for this could have been because it was in the appellant's possession and therefore not available for cancellation. In the result, two titles in respect of the suit property were in existence which, once again, was unlawful and irregular.

30. In view of the unprocedural irregularities that punctuated the registration of the 1st respondent's title that is, the invalid transfer document and the continued existence of the appellant's title, we find that the 3rd respondent's registration of the land transfer was illegal and unprocedural, and that it was incapable of vesting title of the suit property on the 1st respondent.
31. The next issue is whether a constructive trust in favour of the appellant had come into existence. In this regard, both the appellant and the 1st and 2nd respondents argue that the learned Judge reached the wrong conclusion that the 1st respondent held a constructive trust in favour of the appellant. The appellant argued that a trust had not come into existence since the suit property was unlawfully transferred to the 1st respondent, while the 1st respondent argued that with the appellant having transferred the suit property to him, he became an indefeasible title holder to the suit property.
32. When analyzing the judgment, what stands out is that the learned Judge relied on the original Plaintiff to conclude that the appellant had failed to prove that the respondents had fraudulently transferred the suit property to the 1st respondent. However, the learned Judge found that a trust came into existence following registration of the transfer in the 1st respondent's name as he was not satisfied that the appellant would have transferred her stake in the suit property to the 1st respondent for no consideration as the two had no relationship whatsoever with each other.
33. But in finding that a trust existed, it seems that the learned Judge erroneously focused on the assertions of fraud and the prayers that a trust existed as set out in the original Plaintiff and overlooked the appellant's amended Plaintiff, where her case was no longer on the allegations of fraud, but on the unlawful and unprocedural process of transfer of the suit property into the 1st respondent's name. In so concluding, the learned Judge stated that:

I do not believe the plaintiff when she states that she never signed a transfer to the 1st defendant. Firstly, this was never the pleading of the plaintiff when she first filed suit. In her original plaintiff, she pleaded that it was agreed that she would convey her share of the property to the 1st defendant to hold in trust so that the 1st and 2nd defendants can obtain a loan and refund her 50% stake in the property. This is also what she recorded in her statement which is now her evidence in chief. In it she avers that she demanded her share of the property. She could not of course demand to be given her 50% share of the property if she had not first transferred it to the 1st and/or 2nd defendants. If she had not transferred her stake, then there would be nothing to demand, because she would still be holding it. Nowhere in her statement did she say that she never signed a transfer to the 1st defendant. In fact, her fear was that the property would be disposed of without her being refunded her 50% stake.

34. We have been through the amended Plaintiff and find that at no time had the appellant pleaded that a trust existed, and nor had she sought orders for a 50% share of the suit property to be awarded to her. Instead, an examination of the amended Plaintiff shows that the prayers were for: i) a permanent injunction restraining them, their agents, servants or any person acting in their authority from transferring or disposing or in any way parting possession with Title No Kwale/Ukunda /4512 to the suit property pending determination of this suit;



- ii. orders evicting the 1st respondent from the suit property and revoking title No Kwale/ Ukunda/4512 issued on 7th February 2012 to the 1st respondent, and iii) an order that the title issued to her and the 2nd respondent jointly on 24th August 2011 to remain valid. There are no prayers sought for the existence of a trust.
35. This is particularly so since the appellant's case was that she had not transferred the suit property to the 1st respondent. In erroneously relying on the averments of the original Plaintiff, the trial Judge took into consideration matters that he ought not to have considered.
36. The Malawi Supreme Court of Appeal in the case of *Malawi Railways Ltd v Nyasulu* [1998] MWSC 3, cited with approval an article by Sir Jack Jacob entitled "The Present Importance of Pleadings" the same was published in [1960] Current Legal Problems at p 174 whereof the author had stated:
- As the parties are adversaries, it is left to each one of them to formulate his case in his own way subject to the basic rules of pleadingsfor the sake of certainty and finality; each party is bound by his own pleadings and cannot be allowed to raise a different fresh case without due amendment properly made. Each party thus knows the case he has to meet and cannot be taken by surprise at the trial. The court itself is as bound by the pleadings of the parties as they are themselves. It is no part of the duty court to enter upon any inquiry into the case before it other than to adjudicate upon the specific matters in dispute which the parties themselves have raised by the pleadings. Indeed, the court would be acting contrary to its own character and nature if it were to pronounce any claim or defence not made by the parties. To do so would be to enter upon the realm of speculation. Moreover, in such event, the parties themselves, or at any rate one of them might well feel aggrieved; for a decision given on a claim or defence not made or raised by or against a party is equivalent to not hearing him at all and thus be a denial of justice....
- In the adversarial system of litigation therefore, it is the parties themselves who set the agenda for the trial by their pleadings and neither party can complain if the agenda is strictly adhered to. In such an agenda, there is no room for an item called "Any Other Business" in the sense that points other than those specific may be raised without notice." (emphasis ours)
37. Having granted the orders sought in the original Plaintiff instead of the reliefs prayed for in the amended Plaintiff, we find that the learned Judge misconstrued the appellant's case and determined matters that were not before him. In so doing, the Judge reached the wrong decision that a constructive trust in favour of the appellant had come into existence.
38. Our conclusion is fortified by our revaluation of the pleadings and the evidence, and in arriving at the conclusions above that title to the suit property did not pass on to the 1st appellant on account of the unprocedural process of registration of the land transfer by the 3rd respondent. Had the trial Judge properly examined the documentary and oral evidence adduced, he would have noticed that the land transfer was unattested and unsigned contrary to the requirements of the law, and that it was therefore rendered null and void, and ought not to have been registered against the title to the suit property by the 3rd respondent. The Judge would have come to the conclusion that, on account of the invalid transfer, and the fact of non-cancellation of the appellant's title, the registration of the 1st respondent's land transfer was a nullity, with the result that title did not pass on to the 1st respondent. As a consequence, the necessity of finding that a constructive trust had come into existence was unwarranted and unjustifiable. Accordingly, we find it necessary to interfere with that decision to the effect that the 1st respondent's irregular and unprocedural title be expunged from the register,



and the title to the suit property against the entry on the register as at 24th August 2011 when it was registered in the names of the appellant and the 2nd respondent be reinstated.

39. Finally, on costs, section 27(1) of the *Civil Procedure Act* sets out the law governing costs in litigation or suits. It provides that:

“Subject to such conditions and limitations as may be prescribed, and to the provisions of any law for the time being in force, the costs of and incidental to all suits shall be in the discretion of the court or judge, and the court or judge shall have full power to determine by whom and out of what property and to what extent such costs are to be paid, and give all the necessary directions for the purposes aforesaid; and the fact that the court has no jurisdiction to try the suit shall be no bar to the exercise of those powers;

provided that the costs of any action, cause or other matter or issue shall follow the event unless the court or judge shall for good reason otherwise direct”

40. The above provision is clear that costs follow the event unless the court or judge shall for good reason otherwise direct. Therefore, the trial Judge rightly awarded costs to the appellant after allowing her claim.

41. In sum, the appeal is merited and succeeds. And having found that the learned judge misdirected himself in finding that a constructive trust existed, the cross appeal partially succeeds.

42. Consequently, we make the following orders, namely that:

- i. the 1st respondent be evicted from the suit property;
- ii. an order be and is hereby issued expunging Title No Kwale/Ukunda/4512 registered in the 1st respondent’s name on 7th February 2012 from the register;
- iii. an order be and is hereby issued that the Title No Kwale/Ukunda/4512 registered in the names of the appellant and the 2nd respondent jointly on 24th August 2011 remains valid; and
- iv. The appeal having succeeded and the cross appeal having partially succeeded, each party do bear their own costs of the appeal and cross-appeal.

It is so ordered.

DATED AND DELIVERED AT MOMBASA THIS 25TH DAY OF OCTOBER, 2024.

A. K. MURGOR

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JUDGE OF APPEAL

DR. K. I. LAIBUTA CARb, FCIArb.

.....

JUDGE OF APPEAL

G. V. ODUNGA

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JUDGE OF APPEAL

I certify that this is the true copy of the original



Signed

DEPUTY REGISTRAR

