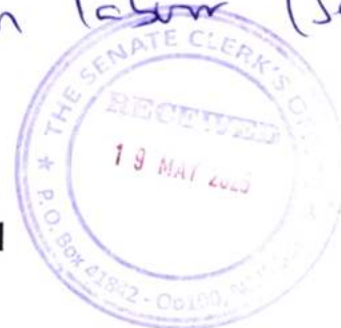




Standing Committee on Labor (Senale)

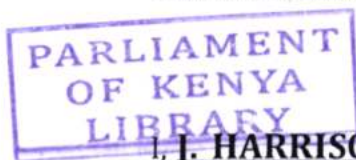


IN THE HIGH COURT OF KENYA AT NAIROBI  
CIVIL CASE NO.279 OF 2003

LAWRENCE NDUTTU & OTHERS..... PLAINTIFFS/ APPLICANTS

VERSUS

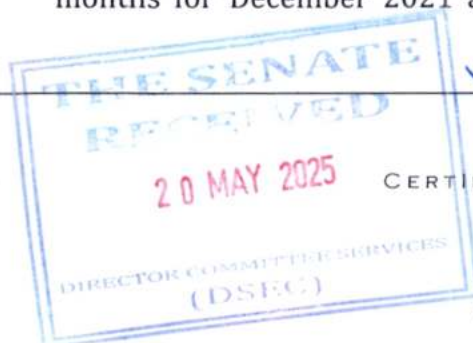
KENYA BREWERIES LTD..... DEFENDANT/ RESPONDENT



### CERTIFICATE OF URGENCY

I, J. HARRISON KINYANJUI an Advocate of the Supreme Court of Kenya and of this Honorable Court, and with instructions from the 125 Plaintiffs/Applicants herein, do hereby certify that the **Notice of Motion** dated **17<sup>th</sup> May, 2025** annexed herewith is extremely urgent and ought to be heard at the earliest instance, on the grounds that:-

1. This matter is due for Hearing on an application by some Plaintiffs on 22<sup>nd</sup> May 2025 hence it is imperative that the instant Motion be hearing contemporaneously with the said Motion.
2. The Applicants seek the Leave of the Court to be granted to them to execute the balance of the unremitted dues of the Judgement of the Court against the Defendant pursuant to Order 22 Rules 18 and 19 of the Civil Procedure Rules as the Judgement of the Court was entered on 24<sup>th</sup> January, 2018.
3. In the result the Applicants seek that the Defendant herein be compelled to forthwith remit to the 125 Applicants/Plaintiffs the sums awarded to them under Paragraph 18 and as stated in paragraph 20 of the Judgement of the Court herein entered on 24<sup>th</sup> January, 2018, as the dues under paragraph 14 have been remitted.
4. The Defendant should forthwith remit the additional unremitted interest of 2 months for December 2021 and January 2022 that was not so remitted, as the



CERTIFICATE OF URGENCY

3) Ms. Mwanate

Kindly deal

DSEC

Kindly deal

1<sup>1</sup>

20/05/2025

2) DSEC (VK)  
Kindly deal  
20/05/2025

computation of the said interest was till November, 2021, on the Ksh. 9,405,541/= already remitted to the Applicants under Paragraph 14 of the Judgement of the Court herein dated 24th January, 2018 and as stated in paragraph 20 thereof.

5. The costs of the suit herein less the sum of Ksh. 1,000,000/= already remitted be forthwith paid by the Defendant equally remains outstanding.
6. **Order 22 Rule 18 and 19** of the **Civil Procedure Rules** accord this Honourable court jurisdiction to intervene where the Decree/Judgement sought to be executed is over one year old as in this instance.
7. Leave of the Court is mandated as indeed has been sought herein in terms of prayer 2, however where another application for execution has been made within the past year against the party whom execution is applied for such as the Motion dated 1<sup>st</sup> October 2024 by M/S Namada & Associates, and an order of execution had been made against such person, then notice to show cause would not be necessary.
8. In furtherance of the doctrine of "*dominus litis*" the Applicants seek to bring this matter to a final conclusion by securing the enforcement of the entire terms of the Judgement of the Court herein entered on by the Hon. Mr. Justice Sergon on 24th January, 2018.
9. The **Consent Letter** dated 11<sup>th</sup> January, 2022 between the Applicants' Advocates and the Defendants Advocates was ONLY in reference to the dues awarded to the Applicants in the cited Judgement as per paragraph 14 thereof.
10. At any rate, the **Consent Letter** dated 11<sup>th</sup> January 2022 cited above between the Applicants' Advocates and the Defendants' Advocates **was never adopted as an Order of the Court at any given time to date.**



11. In any event, the said **Consent Letter** dated 11<sup>th</sup> January, 2022 was never about the Applicants ceding ANY aspect of the rest of the awards due to them under the said Judgement dated 24<sup>th</sup> January, 2018 as explicated in paragraph 18 thereof and confirmed in paragraph 20 of the said Judgement sought to be executed.
12. Indeed at NO time have the Applicants ever consented to waive, surrender, or give up the dues awarded to them under paragraph 18 of the Judgement herein sought to be fully enforced.
13. It is trite that any **Consent Letter** cannot be enforceable as an Order of the Court binding on any party in litigation unless and until the said Consent Letter is adopted as an Order of the Court and extracted as such for execution. No such regularization was ever made.
14. Indeed, in a decision binding on this Honourable Court under **Article 163(7)** of the **Constitution of Kenya** on the exact same issue, the Supreme Court of Kenya rendered itself on this issue in the case of **Geoffrey Asanyo & Others vs. The Attorney General [2018]eKLR** where it was held:-

*"Adoption of a consent by a Court is a process, in the course of which a Court discharges the duty of evaluating the clarity of the consent placed before it by parties, and giving directions on the manner of adoption. This circumvents the risk of an unlawful Order, and validates the mode of adoption and compliance. Thus, a consent by parties becomes an Order of the Court only once it has been formally adopted by the Court. It is only from that stage, that the Court becomes functus officio." [emphasis added]*

15. To date the Applicants have never been served with any such adopted Order of the Court adopting the cited Consent Letter because there is NONE, by reason of which the Defendant is estopped in law and in fact from unlawfully withholding the

Applicants' due under paragraph 18 of the Judgement 24th January, 2018 of this Honourable Court, and as affirmed in paragraph 20 thereof.

16. The additional sum of 2 months interest ought to be remitted, as the computation of the said interest was till November, 2021, on the Ksh. 9,405,541/= already remitted to the Applicants under Paragraph 14 of the Judgement is now unlawfully retained by the Defendant out of the initial first payment made to them.
17. Accordingly, the unremitted interest of 2 months interest is lawfully due to the applicants, and ought to be forthwith released to the Applicants by the Defendant.
18. There is NO Consent Order by and between the Applicants and the Defendant to stay execution or close the proceedings without remittance of the final dues as ordered by the Court.
19. The Defendant has no stay of execution Order of the Judgement of the Court either from this Court or the Court of Appeal in spite of filing a Notice of Appeal on 6<sup>th</sup> February, 2018 against the Judgement of the Court herein made.
20. 7 years down the line, NO step has been taken by the Defendant to prosecute its nonexistent Appeal. Hence there is NO justification for the Defendant to withhold the Applicants' dues any longer.
21. Some of the disaffected Plaintiffs through the law firm of Manwa & Co. Advocates sought to appeal against the decision of the Hon. Ongeru to close this matter with finality and the *Nairobi Court of Appeal Civil Appeal No. E069 of 2024 (LAWRENCE NDUTU & 156 OTHERS vs KENYA BREWERIES LTD)* was concluded on upon being withdrawn on 3<sup>RD</sup> March, 2025.
22. Earlier, on 26<sup>th</sup> November, 2024 the Court of Appeal had directed that the said Appeal (on account of the subject matter raised) ought to have been fast tracked.



23. This is what had delayed the Mention to conclude the Matter contemplated in paragraph 18 of the judgement of Hon. Seron dated 24<sup>th</sup> January, 2018.
24. Litigation must come to an end hence the need to bring this old standing matter to a final conclusion, and the Applicants are entitled to enjoy the fruits of their judgement herein issued.
25. The Defendant has been unlawfully withholding the Applicants' dues as stated in paragraphs 18 and 20 of the Judgement of the Court alleging that the Applicants have no further Claim on the Judgement alleging that the Applicants executed Discharge Vouchers in furtherance of the Consent Letter alluded to in paragraphs 4, 4, 6, 7, and 8 above, yet the said Discharge Vouchers related ONLY to the dues released under Paragraph 14 of the Judgement of 24<sup>th</sup> January 2018 in the suit and NOT the entire Claim as decreed.
26. The Defendant cannot be permitted to benefit from the Applicants' dues any longer as it is earning interest thereon since January 2018 to date, which action is oppressive to the Applicants, thus entitling the Court to intervene urgently.

**DATED AT NAIROBI THIS 17<sup>TH</sup> DAY OF MAY, 2025**

  
**J. HARRISON KINYANJUI**  
**ADVOCATE FOR THE STATED PLAINTIFFS/APPLICANT**

**DRAWN & FILED BY:**  
J. HARRISON KINYANJUI & CO. ADVOCATES  
ST. ELLIS HOUSE, 4<sup>TH</sup> FLOOR, SUITE 416  
WABERA STREET  
P.O. BOX 10024 GPO NAIROBI  
Tel: 0777-733659;  
Email: greatharrison@yahoo.com



REPUBLIC OF KENYA  
IN THE HIGH COURT OF KENYA AT NAIROBI  
CIVIL CASE NO.279 OF 2003

LAWRENCE NDUTTU & OTHERS.....PLAINTIFFS/ APPLICANTS  
VERSUS  
KENYA BREWERIES LTD.....DEFENDANT/ RESPONDENT

**NOTICE OF MOTION**

(UNDER SECTION 1, 1A, 3, & 3A OF THE CIVIL PROCEDURE ACT  
&  
UNDER ORDER 22, RULE 18 & 19  
&  
ORDER 51, RULE 1 OF THE CIVIL PROCEDURE RULES  
&  
**THE INHERENT POWER OF THE COURT**)

**TAKE NOTICE** that this Honourable Court shall be moved on the 22<sup>ND</sup> day of May 2025 at 9.00 a.m. or as may otherwise be directed, on the hearing of this Notice of Motion at the instance of the 125 Plaintiffs/Applicant for **ORDERS THAT:**

1. This Motion be certified as urgent and be heard *ex parte* in the first instance and service thereof on the Respondents be dispensed with in the first instance owing to its extreme urgency.
2. Leave of the Court be granted to execute the Judgement of the Court against the Defendant pursuant to Order 22 Rules 18 and 19 of the Civil Procedure Rules as the Judgement of the Court was entered on 24<sup>th</sup> January, 2018.



3. The Defendant herein be compelled to forthwith remit to the 125 Applicants/Plaintiffs the sums awarded to them under Paragraph 18 and as stated in paragraph 20 of the Judgement of the Court herein entered on 24<sup>th</sup> January, 2018.
4. The Defendant herein do forthwith remit the additional interest of 2 months for December 2021 and January 2022 accruing to date that was not remitted, as the computation of the said interest was till November, 2021, on the Ksh. 9,405,541/= already remitted to the Applicants under Paragraph 14 of the Judgement of the Court and as stated in paragraph 20 thereof herein dated 24<sup>th</sup> January, 2018.
5. The costs of the suit herein less the sum of Ksh. 1,000,000/= already remitted be forthwith paid by the Defendant.
6. The costs of this Motion be borne by the Defendant/Respondent in any event.

**THIS NOTICE OF MOTION IS BASED ON THE UNDERLISTED GROUNDS AND ON THE ANNEXED AFFIDAVIT OF GEORGE NJIGU, AND ON SUCH ORAL OR WRITTEN EXPOSITIONS THEREON AS SHALL BE PROFFERED AT THE HEARING HEREOF**

**A. Jurisdiction to intervene**

1. **Order 22 Rule 18 and 19** of the **Civil Procedure Rules** accord this Honourable court jurisdiction to intervene where the Decree/Judgement sought to be executed is over one year old as in this instance
2. Leave of the Court is mandated as indeed has been sought herein in terms of prayer 2, however where another application for execution has been made within the past year against the party whom execution is applied for such as the Motion dated 1<sup>st</sup> October 2024 by M/S Namada & Associates, and an order of execution had been made against such person, then notice to show cause would not be necessary.

## **B. Merits of instant Motion**

3. In furtherance of the doctrine of "*dominus litis*" the Applicants seek to bring this matter to a final conclusion by securing the enforcement of the entire terms of the Judgement of the Court herein entered on by the Hon. Mr. Justice Sergon on 24th January, 2018.
4. The **Consent Letter** dated 11<sup>th</sup> January, 2022 between the Applicants' Advocates and the Defendants Advocates was ONLY in reference to the dues awarded to the Applicants in the cited Judgement as per paragraph 14 thereof.
5. At any rate, the **Consent Letter** dated 11<sup>th</sup> January 2022 cited above between the Applicants' Advocates and the Defendants' Advocates **was never adopted as an Order of the Court at any given time to date.**
6. In any event, the said **Consent Letter** dated 11<sup>th</sup> January, 2022 was never about the Applicants ceding ANY aspect of the rest of the awards due to them under the said Judgement dated 24th January, 2018 as explicated in paragraph 18 thereof and confirmed in paragraph 20 of the said Judgement sought to be executed.
7. Indeed at NO time have the Applicants ever consented to waive, surrender, or give up the dues awarded to them under paragraph 18 of the Judgement herein sought to be fully enforced.
8. It is trite that any **Consent Letter** cannot be enforceable as an Order of the Court binding on any party in litigation unless and until the said Consent Letter is adopted as an Order of the Court and extracted as such for execution. No such regularization was ever made.
9. Indeed, in a decision binding on this Honourable Court under **Article 163(7)** of the **Constitution of Kenya** on the exact same issue, the Supreme Court of Kenya rendered itself on this issue in the case of **Geoffrey Asanyo & Others vs. The Attorney General [2018]eKLR** where it was held:-



*"Adoption of a consent by a Court is a process, in the course of which a Court discharges the duty of evaluating the clarity of the consent placed before it by parties, and giving directions on the manner of adoption. This circumvents the risk of an unlawful Order, and validates the mode of adoption and compliance. Thus, a consent by parties becomes an Order of the Court only once it has been formally adopted by the Court. It is only from that stage, that the Court becomes functus officio."* [emphasis added]

10. To date the Applicants have never been served with any such adopted Order of the Court adopting the cited Consent Letter because there is NONE, by reason of which the Defendant is estopped in law and in fact from unlawfully withholding the Applicants' due under paragraph 18 of the Judgement 24th January, 2018 of this Honourable Court, and as affirmed in paragraph 20 thereof.
11. An additional interest of 2 months for December 2021 and January 2022 was not remitted, as the computation was till November, 2021, on Ksh. 9,405,541/= of the initial first payment made by the Defendant on 21<sup>st</sup> January, 2022 pursuant to the terms of **paragraph 14 of the Judgement** herein made on 24th January, 2018.
12. Accordingly, the interest of 2 months for December 2021 and January 2022 is lawfully due to the Applicants, and ought to be forthwith released to the Applicants by the Defendants.
13. In the case of Edward Acholla v Sogea Satom Kenya Branch & 2 others [2014] eKLR where the court held that: -

*"A consent becomes a judgment or order of the court once adopted as such. Once consent is adopted by the court, it automatically changes character and becomes a consent judgment or order with contractual effect and can only be set aside on grounds which would justify setting aside, or if certain conditions remain unfulfilled, which are not carried out."* [emphasis added]

14. There is NO Consent Order by and between the Applicants and the Defendants to stay execution or close the proceedings without remittance of the final dues as ordered by the Court.
15. The Defendant has no stay of execution Order of the Judgement of the Court either from this Court or the Court of Appeal in spite of filing a Notice of Appeal on 6<sup>th</sup> February, 2018 against the Judgement of the Court herein made.
16. 7 years down the line NO step has been taken by the Defendants to prosecute its non existent Appeal. Hence there is NO justification for the Defendant to withhold the Applicants' dues any longer.
17. Some of the disaffected Plaintiffs through the law firm of Manwa & Co. Advocates sought to appeal against the decision of the Hon. Ongeru to close this matter with finality and the *Nairobi Court of Appeal Civil Appeal No. E069 of 2024 (LAWRENCE NDUTU & 156 OTHERS vs KENYA BREWERIES LTD)* was concluded on upon being withdrawn on 3<sup>RD</sup> March, 2025.
18. Earlier, on **26<sup>th</sup> November, 2024** the Court of Appeal had directed that the said Appeal (on account of the subject matter raised) ought to have been fast tracked.
19. This is what had delayed the Mention to conclude the Matter contemplated in paragraph 18 of the judgement of Hon. Sereni dated 24<sup>th</sup> January, 2018.
20. Litigation must come to an end hence the need to bring this old standing matter to a final conclusion, and the Applicants are entitled to enjoy the fruits of their judgement herein issued.
21. The Defendant has been unlawfully withholding the Applicants' dues as stated in paragraphs 18 and 20 of the Judgement of the Court alleging that the Applicants have no further Claim on the Judgement alleging that the Applicants executed

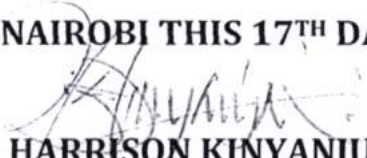


Discharge Vouchers in furtherance of the Consent Letter alluded to in paragraphs 4, 4, 6, 7, and 8 above, yet the said Discharge Vouchers related ONLY to the dues released under Paragraph 14 of the Judgement of 24<sup>th</sup> January 2018 in the suit and NOT the entire Claim as decreed.

22. The Defendant cannot be permitted to benefit from the Applicants' dues any longer as it is earning interest thereon since January 2018 to date, which action is oppressive to the Applicants, thus entitling the Court to intervene urgently.

23. It is untenable to continue having this matter lying unconcluded and keep the Applicants from the receipt of their lawfully awarded dues as per the lawful Judgement of the Hon. Mr. Justice Seron dated 24<sup>th</sup> January, 2018.

**DATED AT NAIROBI THIS 17<sup>TH</sup> DAY OF MAY, 2025**

  
**J. HARRISON KINYANJUI & CO.**  
**ADVOCATES OF THE 125 PLAINTIFFS/APPLICANTS**

**DRAWN & FILED BY:**

J. HARRISON KINYANJUI & CO. ADVOCATES  
ST. ELLIS HOUSE, 4<sup>TH</sup> FLOOR, SUITE 416  
WABERA STREET  
P.O. BOX 10024 GPO NAIROBI  
Tel: 0777-733659; Email: [greatharrison@yahoo.com](mailto:greatharrison@yahoo.com)

**TO BE SERVED UPON**

OTWAL & MANWA ASSOCIATES ADVOCATES,  
MIRAGE TOWERS,  
TOWER 1 GROUND FLOOR,  
REF: OM/M/COMM/219/2021 PRACTICE NO. : LSK/2023/11209  
Email: [manwa@otwalmanwalaw.co.ke](mailto:manwa@otwalmanwalaw.co.ke)  
PHONE NO : (+254)703 987006.

KAPLAN & STRATTON ADVOCATES  
WILLIAMSON HOUSE, 9TH FLOOR 4TH NGONG AVENUE  
P.O. Box 40111-00100,  
NAIROBI (PMG/KE/10/152)  
EMAIL: [ks@kapstrat.com](mailto:ks@kapstrat.com)

NAMADA & COMPANY ADVOCATES  
WOODLANDS BUSINESS PARK, 4TH FLOOR KIAMBERE ROAD UPPERHILL  
P.O Box 72881-00200  
NAIROBI  
EMAIL: [law@namadaadvocates.com](mailto:law@namadaadvocates.com)

**N.B.** If the Respondents do not attend within the time and at the place herein above mentioned,  
the Court may make such orders and take proceedings as may be just and expedient.





**REPUBLIC OF KENYA**  
**IN THE HIGH COURT OF KENYA AT NAIROBI**  
**CIVIL CASE NO.279 OF 2003**

LAWRENCE NDUTTU & OTHERS.....PLAINTIFFS/ APPLICANTS  
VERSUS  
KENYA BREWERIES LTD.....DEFENDANT/ RESPONDENT

**SUPPORTING AFFIDAVIT**

**I. GEORGE NJIGU** a citizen of the Republic of Kenya and an adult of sound mind of Cell phone contact 0721-366266 and resident within Kiambu County do male oath an state as follows:-

1. I am a former Employee of the Defendant, under COY Number 1917 as stated in page 40 of the Judgement I have annexed in paragraph 2 below. This is not disputed. I make this deposition as one of the Plaintiffs listed as litigating herein for justice under the law firm of M/S. J. HARRISON KINYANJUI & CO. ADVOCATES in the Judgement of the Court herein made on 24<sup>th</sup> January, 2018 subject of this Motion.
2. My co-Applicants and I seek that we be granted leave of the Court be granted to execute the Judgement of the Court against the Defendant pursuant to what our Advocates on record have informed me are the provisions of Order 22 Rules 18 and 19 of the Civil Procedure Rules since the Judgement of the Court was entered on 24<sup>th</sup> January, 2018. I now annex hereto and marked as exhibit "**GN 1**" a copy of the said Judgement.
3. I also seek that the Defendant herein be compelled to forthwith remit to the 125 Applicants/Plaintiffs the sums awarded to us under Paragraph 18 and as stated in

paragraph 20 of the Judgement of the Court herein entered on 24<sup>th</sup> January, 2018 that I have produced in the foregoing paragraph with the necessary highlights.

4. Further, I seek that the Defendant herein do forthwith remit the additional interest of 2 months for December 2021 and January 2022 that was not remitted, as the computation was till November, 2021, on Ksh. 9,405,541/= of the initial first payment made to us by the Defendant on 21<sup>st</sup> January, 2022 pursuant to the terms of **paragraph 14 of the Judgement**.
5. I also seek that the costs of the suit herein less the sum of Ksh. 1,000,000/= already remitted be forthwith paid by the Defendant.
6. Since the lodging of this Motion costs us an expense, I urge the Court to order that the costs of this Motion be borne by the Defendant/Respondent in any event.
7. Mr. Harrison Kinyanjui Advocate has informed me that although the leave of the Court is mandated as indeed has been sought herein in terms of prayer 2 of the annexed Motion, however where another application for execution has been made within the past year against the party whom execution is applied for such as the Motion dated 1<sup>st</sup> October 2024 by M/S Namada & Associates, and an order of execution had been made against such person, then notice to show cause would not be necessary.
8. I am aware that this matter was in Court on 12<sup>th</sup> May, 2025 on the hearing of the said Motion dated 1<sup>st</sup> October, 2024 before the Hon. Mr. Justice Prof. Sifuna and I was logged online when I heard Mr. Harrison Kinyanjui Advocate inform the Court that the outstanding dues to us as herein sought have not been released and it is imperative that the matter be heard expeditiously.
9. In my hearing, I recall that the hon. Mr. Justice Sifuna did order that the said application be heard on 15<sup>th</sup> May, 2025 whereupon it was adjourned and the Order of the Court was to be posted on the CTS system.



10. On 15<sup>th</sup> May, 2025 I equally logged online on Hon. Justice Sifuna's Court link and once more when this matter was called out for the hearing of the Motion dated 1<sup>st</sup> October, 2024 by Mr. Namada Advocate, neither the said Mr. Namada Advocate nor the legal representatives of the Defendant showed up.
11. I then heard Mr. Harrison Kinyanjui Advocate address the Court on our behalf indicating that the matter was due for the execution of the remaining aspects of paragraph 18 as read with paragraph 20 of the Judgement of the Hon. Sifuna dated 24<sup>th</sup> January, 2018, and hence the matter was still unresolved.
12. I heard the Hon. Prof. Judge Sifuna then state that the matter was old and it was a shame that it was still pending unconcluded in Court and hence he would allocate the earliest hearing date thereon, which was 22<sup>nd</sup> May, 2025. He directed our Advocate Mr. Harrison Kinyanjui Advocate to serve a Hearing Notice on the Respondents.
13. Mr. Harrison Kinyanjui Advocate then telephoned me on 15<sup>th</sup> May, 2025 and updated me on this and advised me further that he had notified Mr. Lawrence Nduttu who was unavailable.
14. However, I am aware that the Hearing Notice was served on the Respondents as ordered by the Court, and Mr. Harrison Kinyanjui has shown me a copy thereof which I produce hereto and marked as exhibit "GN 2" a copy of the said Hearing Notice.
15. I state that by the instant Motion, the Applicants seek to bring this matter to a final conclusion by securing the enforcement of the entire terms of the Judgement of the Court herein entered on by the Hon. Mr. Justice Sergon on 24<sup>th</sup> January, 2018.
16. I note that the Consent Letter dated 11<sup>th</sup> January, 2022 between our Advocates on record and the Defendants Advocates M/S Kaplan & Stratton that has been repeatedly relied on by the Defendant herein to stall remittance of our outstanding dues was ONLY in reference to the dues awarded to the Applicants in the cited Judgement as per

**paragraph 14** thereof. I now annex hereto and marked as exhibit **"GN 3"** a copy of the said Consent Letter.

17. Mr. Harrison Kinyanjui Advocate has reiterated to my co-Applicants and I repeatedly that the **Consent Letter** dated 11<sup>th</sup> January 2022 which I have cited above between our Advocates on record and the Defendants' Advocates **was never adopted as an Order of the Court at any given time to date.**

18. I verily believe that this goes to the **regularity and legality of the Defendant's false assertions that we closed the issue of FULL remittance of ALL our dues, which the Defendant has grossly misapprehended (with respect.**

19. I aver that in any event, the said **Consent Letter** dated 11<sup>th</sup> January, 2022 was never about my co-Applicants and I ever ceding ANY aspect of the rest of the awards due to us under the said Judgement dated 24th January, 2018 as explicated in **paragraph 18** thereof and confirmed in **paragraph 20** of the said Judgement sought to be executed.

20. Indeed at NO time have my co-Applicants and I ever consented to waive, surrender, or give up the dues awarded to us under paragraph 18 of the Judgement herein sought to be fully enforced.

21. Our Advocates on record have informed us that it is trite that any **Consent Letter** cannot be enforceable as an Order of the Court binding on any party in litigation unless and until the said Consent Letter is adopted as an Order of the Court and extracted as such for execution.

22. I state that as far as I am aware, and being fully alerted on the Court proceedings by our Advocate on record, NO such regularization was ever made, and hence the Defendant cannot assert any such non-existent consent ORDER. NONE exists.

23. Indeed, Mr. Harrison Kinyanjui Advocate has stated to my co-Applicant sand I that in a decision binding on this Honourable Court under **Article 163(7)** of the **Constitution of**



**Kenya** on the exact same issue, the Supreme Court of Kenya rendered itself on this issue in the case of **Geoffrey Asanyo & Others vs. The Attorney General [2018]eKLR** where it was held that a consent by parties becomes an Order of the Court only once it has been formally adopted by the Court.

24. It is only from that stage, that the Court becomes functus officio. Such is not the case in our Judgement.

25. As I have averred above, to date my co-Applicants and I have never been served with any such adopted Order of the Court adopting the cited Consent Letter dated 11<sup>th</sup> January, 2022 because there is NONE, by reason of which the Defendant is estopped in law and in fact from unlawfully withholding our due already declared in our favour under paragraph 18 of the Judgement 24th January, 2018 of this Honourable Court, and as affirmed in paragraph 20 thereof.

26. I state that in fact an additional interest of 2 months for December 2021 and January 2022 was not remitted, as the computation was till November, 2021, on Ksh. 9,405,541/= of the initial first payment made to us by the Defendant on 21<sup>st</sup> January, 2022 pursuant to the terms of **paragraph 14 of the Judgement** of the Court herein made on 24th January, 2018. I now annex hereto and marked as exhibit **“GN 4”** a copy of the said Bank remittance of the sums ordered in paragraph 14 ONLY of the Judgement of this Court and interest thereon.

27. Accordingly, I am convinced beyond peradventure that the said unremitted interest of 2 months I have stated above is lawfully due to we, the applicants, and ought to be forthwith released to the Applicants by the Defendant.

28. So far as I am aware, there is NO Consent Order by and between the Applicants and the Defendants to stay execution of the outstanding aspects of the Judgement of this Court, or to close the proceedings without remittance of the final dues as ordered by the Court in paragraphs 18 and 20 thereof.

29. I state that indeed, the Defendant has no stay of execution Order of the Judgement of the Court either from this Court or the Court of Appeal to date, in spite of filing a Notice of Appeal on 6<sup>th</sup> February, 2018 against the Judgement of the Court herein made. I now annex hereto and marked as exhibit "GN 5" a copy of the said Notice of Appeal by the Defendant.
30. I state that with much regret, 7 years down the line NO step has been taken by the Defendant to prosecute its non-existent Appeal in spite of filing the said Notice of Appeal. Hence I am persuaded that there is NO justification for the Defendant to withhold the Applicants' dues any longer sought in the annexed Motion.
31. I am aware that some of the disaffected Plaintiffs through the law firm of Manwa & Co. Advocates sought to appeal against the decision of the Hon. Ongeru to close this matter with finality and the *Nairobi Court of Appeal Civil Appeal No. E069 of 2024 (LAWRENCE NDUTU & 156 OTHERS vs KENYA BREWERIES LTD)* was concluded on upon being withdrawn on **3<sup>RD</sup> March, 2025**. I now annex hereto and marked as exhibit "GN 6" a copy of the said Order of the Court of Appeal.
32. I am also aware that earlier, on **26<sup>th</sup> November, 2024** the same Court of Appeal in the same Appeal had directed that the said Appeal (on account of the sensitive subject matter raised) ought to have been fast tracked. I now annex hereto and marked as exhibit "GN 7" a copy of the said Order.
33. I state that this pending Appeal is what had delayed the Mention to conclude the Matter contemplated in **paragraph 18** of the judgement of Hon. Seron dated 24<sup>th</sup> January, 2018.
34. I verily believe that litigation must come to an end hence the need to bring this old standing matter to a final conclusion, and the Applicants are entitled to enjoy the fruits of their judgement herein issued.



35. I am grieved by the fact that the Defendant has been unlawfully withholding the Applicants' dues as stated in paragraphs 18 and 20 of the Judgement of the Court alleging that my co-Applicants have no further Claim on the Judgement while alleging that we executed Discharge Vouchers in furtherance of the Consent Letter which I have alluded to above, yet the said Discharge Vouchers related **ONLY** to the dues released under **Paragraph 14** of the Judgement of 24<sup>th</sup> January 2018 in the suit and **NOT the entire Claim as decreed.**
36. Indeed, my co-Applicants and I were fully explained to by Mr. Harrison Kinyanjui that the sums which were remitted to us as per the exhibit I have produced above marked **"GN 4"** related **ONLY** to the dues under paragraph 14 of the Judgement of Hon. Serгон and if it was meant to cover the entire dues, then he could have consented clearly to paragraph 18 and 20 of the Judgement which he did NOT.
37. I verily believe that the Defendant is trying to evade paying us our lawful dues under paragraph 18 and 20 of the Judgement of the Court, in so alleging, which is totally misleading and twisting the clear reading of the said Consent Letter dated 11<sup>th</sup> January, 2022.
38. I am persuaded that the Defendant cannot be permitted to benefit from our dues any longer, as it is clearly earning interest thereon since January 2018 to date, which action is oppressive to us, thus entitling the Court to intervene urgently.
39. I verily believe that it is untenable to continue having this matter lying unconcluded and keep the Applicants from the receipt of their lawfully awarded dues as per the lawful Judgement of the Hon. Mr. Justice Serгон dated 24<sup>th</sup> January, 2018.
40. I am aware that a Complaint was lodged before the Advocates Complaints Commission against Mr. Harrison Kinyanjui Advocate and Kaplan & Stratton Advocates by my colleagues and I protesting at the non remittance of the balance of our dues but I have since had the clarification that in fact Mr. Harrison Kinyanjui has NOT been guilty of any

delay in releasing our dues under paragraph 18 as read with paragraph 20 of the judgement of Justice Serگون because the Defendant has NOT released the said monies to Mr. Harrison Kinyanjui Advocate for onward transmission to us.

41. Contrary to the allegations made by Kenya Breweries Advocates before the Complaints Commission in answer that Mr. Harrison Kinyanjui misled us to sign a Consent letter and therefore we cannot claim anything, it is NOT true that we ever signed anything giving up the balance of our dues under paragraph 18 and 20 of the Judgement herein.
42. As I have indicated above, the Consent letter related ONLY to paragraph 14 of the Judgement and not our entire settlement which is now the subject of this application.
43. In the foregoing circumstances I humbly pray that the Orders herein sought will be granted in the interests of Justice and to bring this long standing matter to a closure.
44. What is deposed to herein above is true and within my personal knowledge, save what is based on information and belief the bases of which I have duly indicated.

SWORN BY THE SAID

GEORGE NJIGU AT NAIROBI THIS 17<sup>TH</sup> DAY OF MAY, 2025

BEFORE ME

COMMISSIONER FOR OATHS

*[Signature]*  
17/05/2025

**DRAWN & FILED BY:**

J. HARRISON KINYANJUI & CO. ADVOCATES  
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## Civil Case 279 of 2003

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Lawrence Nduttu & 156 others v Kenya Breweries Ltd [2018] eKLR



REPUBLIC OF KENYA

IN THE HIGH COURT OF KENYA

AT NAIROBI

CIVIL CASE NO. 279 OF 2003

LAWRENCE NDUTTU & 156 OTHERS.....PLAINTIFFS

-VERSUS-

KENYA BREWERIES LTD..... DEFENDANT

## JUDGEMENT

1) The plaintiffs, numbering 157 filed this representative suit on their behalf and on behalf of former employees of Kenya Breweries Ltd, the defendant herein, whose terms and conditions of employment were governed by a memorandum of agreement dated 5<sup>th</sup> December 1997 and 29<sup>th</sup> July 1999 and whose contract of employment were affected by the defendant's re-engineering process which began in 1994. The aforesaid action is by way of the Further Amended plaint dated 2/12/2015 where the plaintiffs sought for judgement as follows:

*a) A declaration that decision to cause their early retirement was unlawful and breached Section 80 and 82 of the Constitution and was wrongful and a nullity.*



*b) A declaration that the defendant's action to cause early retirement of the plaintiffs was unlawful and unfair and amounted to breach of the plaintiffs, contracts of employment.*

*c) A declaration that the defendant's calculation of the plaintiffs' terminal benefits were wrong, arbitrary and they helped the defendant to withhold huge sums due to the plaintiffs.*

*d) An order that the defendant should pay all the plaintiffs all the outstanding dues and salaries until their retirement age at sixty years.*

*e) An order that the defendant do supply to the plaintiffs and each of them audited statement of account detailing their dues.*

*f) An order that the plaintiffs and each of them be paid all outstanding dues and other consequential entitlements pursuant to prayer (b) above.*

*g) AND or alternatively, general damages for loss of employment being 12 months salary for each and every plaintiff.*

*h) Costs of (b) and (c) with interest covers at court rates.*

2) The defendant on its part, filed a defence dated 8<sup>th</sup> May 2018, and amended on 12.11.2008 and further amended 6.1.2016 in which it denied violating the plaintiffs' constitutional or other rights. The defendant also stated that the redundancies were declared in accordance with the applicable Labour and Employment laws. The defendant further averred that the plaintiffs' termination was lawful and that they were paid their dues.

3) When the suit came up for hearing, the plaintiffs summoned James Sibili (P.W.1), Michael Kimonyi (P.W.2) and Lawrence Kyalo Ndutu (P.W.3) to testify in support of their case. The defendant on the other hand summoned one Evans Kipngetch Mutai (D.W.1) to testify in support of its defence.

4) It is the evidence of James Sibili (PW1) that he together with Michael Kimonyi (P.W.2) and Albanus Ngwiri were appointed to represent over 820 former employees of Kenya Breweries Ltd in this suit. PW1 adopted the contents of his witness statement as his evidence in this suit. He claimed that he together with his colleagues were unfairly sacked by the defendant in contravention of the law through a flawed process known as Early Retirement Scheme which begun in 1994. PW1 further stated that the process for early retirement had conditionalities. PW1 also stated that he did not opt for retirement but he was nevertheless issued with an early retirement letter on 15.6.1998. P.W.1 further stated that they were retired in breach of the memorandum of agreement between their union and the defendant. Under the aforesaid agreement, the circumstances under which an employee can be retired and or sacked are specified. P.W.1 further pointed out that under Clauses 25 and 27 of the



memorandum of agreement, the employer was allowed to terminate an employee from employment if the employer is making losses by declaring such an employee redundant. The witness also stated that the defendant begun the process of what it called re-engineering without consulting them nor their union. It was pointed out by PW1 that at no time did the defendant make losses, therefore it was not justified to force them into early retirement. It is the evidence of P.W.1 that he proceeded for leave when he received the letter requiring him to take early retirement. He said that when he came back from the forced leave he was issued with a letter showing him his exit package. P.W.1 alleged that the package was prepared by the defendant without prior consultation. He said that the decision to terminate his services took away his expectation to work until retirement. He stated that he together with his colleagues were not given a chance to explain themselves out before being declared redundant. P.W.1 further alleged that the defendant employed new employees to replace those who were unlawfully forced to take early retirement and or declared redundant like him. P.W.1 averred that he was claiming for a refund of ksh.50,000/=, an amount which was retained by the defendant when he was forced to leave the defendant's employment. P.W.1 also pointed that there was a schedule showing what was due to each employee as a refund. In his evidence in cross –examination, P.W.1 stated that his contract of employment was based on the memorandum of agreement between their union and their employer, the defendant herein. He also averred that whatever agreement reached between the union and the employer bound them. P.W.1 conceded in cross-examination that they had no evidence that the defendant employed new employees after they were retired. P.W.1 also stated that though he had alleged that the defendant discriminated him he had no evidence to prove the allegation levelled against the defendant.

5) Michael Kimonyi (P.W.2) adopted the contents of the witness statement he executed as his evidence. He stated that he worked at the security section having been employed at the age of 24 years. PW2 claimed that he was forced by the defendant to take up early retirement after working for only 9 years vide a letter dated 17.8.1999. He alleged that he has never been paid the money the defendant deducted and retained after he left employment. P.W.2 claimed that there was no clause in the contract of employment which provides an early retirement. He also alleged that the defendant employed new employees after retiring them. PW2 stated in cross-examination that he was actually paid ksh.50,000/= but others were not paid. PW2 re-affirmed in his evidence in re-examination that there were no sufficient consultation before the implementation of the early retirement scheme.

6) Lawrence Kyalo Ndutu (P.W.3) also adopted the contents of his witness statement as his evidence in support of his claim and those plaintiffs whom he represented. In cross-examination P.W.3 stated that there was a memorandum of agreement between the union and the defendant which gave rise to the joint Industrial Council where he was a member. P.W.3 pointed out that the memorandum of agreement set out the amounts payable to him. P.W.3 conceded that he was paid the amount specified. P.W.3 also stated that the memorandum of agreement indicated that he was to receive computation from the financial accountant which he received but was not paid as was computed therein. P.W.3 was emphatic that the defendant has not paid all the amounts due the plaintiffs.



7) In support of the defence case is the evidence of Evans Kipngetich Mutai (D.W.1) the defendant's Human Resource Director. D.W.1 adopted the contents of his witness statement as his evidence. He stated that the memorandum of understanding between the defendant and the union was to determine the wages, hours of work and the conditions of employment of unionisable workers. D.W.1 stated that in the year 1997 the defendant underwent a re-engineering process in which a radical review of business to cut costs and improve efficiency by automation. This exercise, D.W. 1 said led to the closure of the defendant's Mombasa and Kisumu plants. D.W.1 stated the employees were allowed to opt for early retirement. This witness denied the allegation that the plaintiffs were discriminated. D.W.1 stated that there was an agreement between plaintiffs' union and the defendant that the defendant would retain ksh.100,000/= to cover debts and or liabilities due to the defendant or Tembo Cooperative. In cross-examination, D.W.1 stated that the retirement age was set at 60 years. He also stated that the defendant came up with the idea of Voluntary Early Retirement before attaining the age of 60 years. DW1 stated that employees would write to the defendant requesting to take an early retirement. It is the evidence of D.W.1 that the document used to operationalise the early retirement scheme had given the defendant the discretion to reject or accept such requests. DW1 stated that the defendant reviewed its business and found that it had excess employees who needed to be of loaded having invested heavily in technology to improve efficiency. He stated that the Unions were engaged to set up the terms of redundancies and the defendant settled for redundancy and abandoned the Voluntary Early Retirement Scheme. D.W. 1 further stated that the defendant undertook what it called re-engineering to reduce costs of production and improve efficiency.

8) D.W. 1 claimed that there was a joint industrial council who met and agreed on Voluntary Early Retirement Scheme but he failed to tender in evidence the minutes of council meetings held. D.W.1 also stated that part of the initial payments were retained by the defendant. As for management employees, a sum of ksh.100,000/= was retained while a sum of kshs.50,000/= was retained in respect of unionisable staff. In his evidence in re-examination, D.W1 stated that there was an early retirement package which was voluntary but the same was subsequently there was termination which was not voluntary. D.W.1 denied that the calculations of the exit package were arbitrary. He stated that the defendant used the Kenya Revenue Authority tax calculation guidelines to employers to tabulate what was due to the employees leaving.

9) At the close of evidence, parties were invited to file and exchange written submission. Learned counsels appearing in the matter were also allowed to make oral highlights. Having considered the evidence together with the rival submissions, the following issues commend themselves for the determination of this court.

***i) Whether or not the early retirement scheme was carried out in contravention of the constitution and the existing contracts of employment.***

***ii) Whether or not the plaintiffs are entitled to a refund of the monies allegedly withheld by the defendant.***



*iii) Whether or not the plaintiffs are entitled to be paid their salaries upto the date of retirement.*

*iv) Whether or not the plaintiffs are entitled to general damages for loss of employment.*

*v) Whether or not the terminal benefits claimed by the plaintiffs are properly computed.*

10) On the first issue, it is the submission of the plaintiffs that defendant developed a voluntary early retirement scheme in which any employee who desired early retirement had to fill a given form and present it for consideration by the management and there was no guarantee that the request would be accepted by the employer. It was pointed out that some of the conditions which were to be fulfilled before an employee could be allowed to take up a voluntary early retirement included inter alia poor or low productivity, poor disciplinary record, poor health and that one should have attained the age of 50 years. It is also the submission of the plaintiffs that employees who were aged above 50 years would earn his/her salary upto the retirement age of 60 years. The plaintiffs have pointed out that the Voluntary Early Retirement Scheme did not achieve the desired results of getting many employees retire from their service. It is further the submission of the plaintiffs that without consulting their union the defendant unilaterally crafted a scheme to send home a number of employees. It is said that the defendant would send an employee on compulsory leave and upon his/her return, he/she would be issued with a letter of early retirement, letter of service and a schedule of computation of his/her dues and thereafter the employee would be asked to sign documents to clear and leave the company premises. The plaintiffs referred to this latter scheme as Unilateral Forced Early Retirement Scheme. In response to the plaintiffs' submissions, the defendant argued that the plaintiffs' union was consulted and made aware of the intended implementation of the voluntary early retirement scheme. The defendant relied in evidence minutes of a meeting of the Joint Industrial Council held on 11.08.2000. The defendant further stated that in implementing the early retirement scheme it did not discriminate against any employee. The defendant further denied breaching Sections 80 and 82 of the 1963 constitution. It also denied breaching the terms of the memorandum of understanding entered between it and the plaintiffs' union. I have carefully examined the minutes heavily relied upon by the defendant in respect of the meeting which took place on 11<sup>th</sup> August 2000. It is apparent that the early retirement scheme took place between the year 1997 and 2001. The minutes relied upon are in respect of a meeting of Joint Industrial Council meeting held on 11.8.2000. It is evident that the early retirement scheme was done more than three(3) years before the consultative meeting was held. The defendant did not tender minutes of any meetings held between the defendant and the plaintiffs' union prior to the commencement of the forced early retirement scheme. A critical examination of the minutes tendered by the defendant will show that the union had clearly stated that it had never been party to the forced early retirement scheme. In fact, the union clearly stated that the defendant had turned the initial voluntary retirement scheme to forced early retirement. After a careful evaluation of the evidence, I am convinced that the plaintiffs have shown that they were forced to take an early retirement without being consulted nor the participation of their union. The initial scheme was



voluntary but the same was later forced through the plaintiffs throats. The documentary evidence presented by both sides show that the plaintiffs' were employed by the defendant on permanent and pensionable terms and were each expected to retire at the age of 60 years. The plaintiffs have complained that their rights as enshrined under Sections 80 and 82 of the constitution (now repealed). The defendant has argued that the plaintiffs have failed to tender evidence showing that they were discriminated in the implementation of the early retirement schemes. It has emerged from the evidence tendered that though there was no open discrimination against the plaintiffs, it was not clear what criteria was applied in identifying those to take up early retirement. In the absence of a clear explanation, this court is entitled to infer that there was subtle discrimination as against the plaintiffs vis-a-vis those who remained in employment. The plaintiffs have also argued that their right to fair labour practices guaranteed under Article 41 of the Constitution of Kenya, 2010 were breached. In response to this submission, the defendant cited the case of **Alfred Asidaga Mulima and 2 others vs= Attorney General and 8 others, Nairobi C.A no. 179 of 2015** in which the Court of Appeal held *inter alia*, that a court cannot enforce rights created under the new constitution unless those rights were recognised and protected under the previous constitution. With respect, I agree with the defendant's latest submission. In the circumstances this court by inference finds that the plaintiffs' right to protection from discrimination under Sections 80 and 82 of the Constitution of Kenya (now repealed) was breached.

11) The other question which is related to the above is whether the implementation of the early retirement scheme was in breach of the contract of employment between the plaintiffs and the defendant. The plaintiffs have argued that the letters sending them home for early retirement cannot be treated as redundancies. They are of the view that the same were unilateral forced early retirement scheme.

12) The defendant on the other hand is of the view that as unionisable employees, the plaintiffs' terms of employment as per the memorandum of understanding provided for a declaration of redundancies described as loss of employment through no fault of the employee concerned. This court was urged to find that the early retirement scheme was redundancy as defined in the memorandum and the labour laws. The plaintiffs are of the view that the defendant was not justified to declare redundancies because no losses were declared and that the re-engineering process served no other purpose but was meant to increase profitability. The defendant was of the submission that as an employer it was permitted by law to declare a redundancy if the employer decides to reorganize its business to run more efficiently and profitably.

13) I have carefully perused the Collective Bargaining Agreement (CBA) executed between the defendant and the plaintiffs' union, the Kenya Union of Commercial Food and Allied Workers (KUCFAW) and the contract of employment. In the aforesaid documents, there is no mention of an early retirement scheme. There is no doubt that the early retirement scheme was a creation of the defendant. It has already been stated that the scheme was meant to be voluntary in the initial states. The plaintiff beseeched this court to treat the early retirement scheme as a form of redundancy. It is not in dispute in the C.B.A and in the contract of



employment redundancy is stated to be one of the methodology in which an employees' employment could be brought to an end. It is expressly stated that redundancy should be with clearly laid down procedures. The C.B.A and the labour laws are very clear on what conditions must met for redundancy to be applied. First, it must be justified and proven that there is need to reduce the number of employees in order to save the employer from collapse. Secondly, that the redundancy process and package must be negotiated and explained in advance to the persons affected. Thirdly, that there must be a clear criterion as to which employee would exit and why must be laid down. In this case the defendant failed to produce its annual statement of account to show its financial status despite having been served with a notice to produce by the plaintiffs. The plaintiffs' assertion that the defendant was then and has continued to-date on an upward profitability trend remains uncontroverted. There is no evidence that the process was negotiated by the employees affected. In the absence of the above mentioned features, it cannot be said the defendant's early retirement scheme can be treated as redundancy. With respect, I am convinced that the plaintiffs were justified to plead that the defendant's scheme was left at the whims of sectional head and was imbued with extreme favourism and discrimination. The plaintiffs were therefore right to claim discrimination since there were no guidelines to justify why they were retired while others of similar qualifications were left to continue to work. It is clear in my mind that the plaintiffs were removed from employment whimsically and without following the laid down labour laws and procedures. Consequently, the plaintiffs' termination and or dismissal is declared to be unlawful and therefore the plaintiffs are entitled to be compensated.

14) The second issue to be determined is whether or not the plaintiffs are entitled to be refunded monies withheld by the defendants. It is the submission of the defendant that the plaintiffs are not entitled to be refunded the aforesaid sum because the plaintiffs failed to specifically plead and prove save for the two plaintiffs who testified. The defendant further argued that most of the plaintiffs were paid back the refund after it was established that they did not owe the company money. The defendant also argued that the claim was not similar to each plaintiff. The defendant further pointed out that the schedules of payments prepared by the learned advocates were never admitted as exhibits in evidence. The defendant also argued that it has set up the defence which is to the effect that the claim for a refund is time-barred therefore the claim for ksh.20,775,152/= is not justified. The plaintiffs have beseeched this court to order the defendant to refund the monies it withheld as security. It is pointed out that the defendant has admitted having deducted the aforementioned amounts from the plaintiffs. The plaintiffs have urged this court to order the defendant to pay the claim as per the schedules provided by two firms of advocates. I have considered the evidence provided by both sides plus the submissions over this claim. There is no doubt that this claim was pleaded in the plaint. The plea may not have been precise due to the numerous number of plaintiffs. It is not in dispute that three plaintiffs testified on behalf of the rest of the plaintiffs and this is not unusual in representative suits like in this case. The defendant has stated that the claim is timebarred. It is unfortunate that the defendant has failed to lay both the factual and legal basis of this ground but it has instead made a general submission which did not help its defence. Both the plaintiffs and the defendant concur that the defendant retained from each employee either a sum of ksh.50,000/= or ksh.100,000/= as security for the defendant company



liabilities. The plaintiffs provided a full list of names and amounts of refunds due to each plaintiff. I have already stated that defendant has stated that the amounts were repaid to the plaintiffs. The defendant summoned its Human Resource Manager, (DW1), to testify in its defence. Unfortunately, DW1 did not produce in evidence any documents or form of evidence to prove reimbursement or repayment of the amount withheld. The plaintiffs produced in court in compliance with this court's directive two lists of claimants and the pay off schedules to confirm the deductions. The schedule filed by the firm of Namada and Co. Advocates dated 11<sup>th</sup> day of May 2016 shows that the defendant has withheld a sum of ksh.20,775,152 in respect of the plaintiffs whom the aforesaid firm represents. This document has guided this court to ascertain the amount withheld and not repaid by the defendant. The defendant has not controverted the schedule. It cannot therefore lie in its mouth to deny the same. There is no reason why the plaintiffs should not be paid this claim. Consequently the plaintiffs who are show in the schedule prepared by the firm of Namada & Co. Advocates dated 11.05.2016 should be paid a sum of ksh.20,775,144/= as shown in the aforesaid list as follows:

#### NAMADA & CO. ADVOCATES - SCHEDULE OF PAYMENT

NO.	NAME	DATE OF TERMINATION	AMOUNT PAID	AMOUNT TAXED OFF	AMOUNT WITHHELD
1.	URBANUS NGWILI	02/12/1997			
2.	MICHAEL KIMUNYI	17/8/1999	175,226/=	66,830/=	100,000/=
3.	JAMES SIBILI	15/6/1999	260,611/=	50,121/=	50,000/=
4.	SOPHIA WAMBUI	18/02/1999	570,743/=	69,321/=	
5.	ZACHARIA KATEE	15/09/2001	1,051,722/=	145,144/=	50,000/=
6.	REUBEN NOKATA	19/10/1998	661,578/=	95,667/=	
7.	JAMES NJOROGI	15/05/1998	370,291/=	65,717/=	15,000/=
8.	JOHN NJENDU KIRUBI	25/04/2003	649,432/=	183,216/=	50,000/=
9.	MICHAEL THINWA KIBUI	01/07/2000	318,104/=	58,573/=	50,000/=
10.	PETER KAGIKA MUTURI	03/04/1998	688,238/=	92,522/=	100,000/=
11.	ATHUMANI OMARI	31/12/1997	584,889/=		
12.	PAUL GATHUKU	15/05/1998	166,148/=	23,743/=	50,000/=
13.					
14.	MOHAMMED SAID ALI	18/06/1998	166,148/=	23,743/=	50,000/=
15.	MATHIAS MUIA MWANTHI	17/08/1999	104,663/=	51,880/=	

16.	HELLEN JOSEPH	MWELU	15/05/1998	61,702/=	7,205/=	
17.	TOM SILA MULUNDI		18/06/1998	574,890/=		
18.	WELLINGTON CHAPIA OKUYUMBA		18/06/1998	494,950/=	72,388/=	50,000/=
19.	HANNAH WANJIRU	WAITHIRA	15/05/1998	414,429/=	48,107/=	50,000/=
20.	JAMES MUSUNZA	MUTHUI	18/02/1998	198,656/=	36,083/=	50,000/=
21.	DAVID WANJOHI	NDEGWA	18/06/1998	60,343/=	5,888/=	50,000/=
22.	JOSEPH TIOYANGA	MELAU	18/02/1998			
23.	HENRY MBITI MULU		18/06/1998			
24.	SAMMY SIMILA	MADESHE	31/10/1999	451,385	59,261	
25.	JULIUS WARIGU	THEURI	21/06/2000	218,507/=	49,352/=	148/=
26.	MARY KAMAU	NINGA	15/05/1998	515,026/=	65,469/=	50,000/=
27.	BENEDICT KATUKU	MUTIE	15/09/2001	1,038,820/=	290/=	
				7,796,501/=	1,270,520/=	765,148/=
28.	HEZRON BORO	KABURU	12/07/2000			
29.	JOAN KIGO	WAIRIMU	JUNE 1998	640,445/=	80,306/=	100,000/=
30.	DISHON NJOROGE	MAINA	01/07/2000	94,999/=	36,125/=	100,000/=
31.	STEPHEN KIMEMIA	GITAU	18/02/1998	771,694/=	178,456/=	50,000/=
32.	GAKWIL ERANA					
33.	CHARLES GITAGIA	MBUTIA	18/06/1998	195,966/=	26,660/=	25,000/=
34.	MICAH AYIECHA	HOSEA	22/04/1998	1,050,221/=	300,333/=	54,909/=
35.	PAUL WAHINGA	KARIUKI	26/03/1998	130,625/=	22,507/=	72,000/=
36.	ROSINA MUINGA	TALASI	15/05/1998	188,078/=	19,626/=	50,000/=
37.	JOHN	MACHARIA	31/03/1998			

	MWARARI					
38.	JOEL MUINDE	MUTISYA	28/06/1995	654,369/=		
39.	JOHN NG'ETHE	MUNGAI	31/05/1998	271,837/=	38,787/=	50,000/=
40.	ESHMAEL MUNGAI	NG'ETHE	31/07/1996	1,178,854/=	551,782/=	
41.	BENSON MULAMA	BENARD	10/07/1998	255,002/=	26,210/=	100,000/=
	MUSONGA					
42.	SIMON KAMANO	MUNYUA	21/06/2000	426,148/=	80,151/=	50,000/=
43.	BENARD MAKANGA	ANJIRI	17/08/1999	101,918/=	24,135/=	100,000/=
44.	JOSEPH WAMBUGU		26/10/2000			
	WAHOME					
45.	RICHARD NGAO		18/06/1998	1,165,897/=	141,715/=	100,000/=
46.	JAMES GATHARA	MUKUNDI	20/08/2002	3,759,951/=	964,401/=	50,000/=
47.	HARUN SEBIT	ISMAIL	30/04/1998			
48.	ABDUL MOHAMMED	ABDALLA	22/04/1998	354,837/=	66,752/=	21,000/=
49.	DAVID NDUNDA	MUTHAMA	31/03/1998	268,381/=	34,740/=	
50.	SEPHEN KIAMA	MWANGI	17/08/1999	317,666/=	66,919/=	100,000/=
51.	PAUL MALOBA	JACKTON	01/07/1998	215,798/=		
	MOHAMMED					
52.	ABDULLAH KASIGARA		31/12/1995			
53.	EZEKIEL MBINDI	TOCHI	10/12/1999	1,131,651/=	154,354/=	
54.	PETER MULI NYALA		30/06/1998	716,106/=	148,273/=	50,000/=
55.	JAMES NJAU	WACHIRA	18/02/1998	1,117,400/=	190,250/=	50,000/=
56.	DANIEL KIMANI	KIHIKO	19/05/1998	623,148/=		50,000/=
57.	ALEX MWANGI	CHEGE	27/07/1998			



			15,630,991/=	3,152,482/=	1,172,909/=
58.	CHARLES KIVATI NGAU	18/02/1998	838,597/=	125,227/=	50,000/=
59.	PETER OTHIAMBO OCHIENG	17/08/1999	295,235/=	61,896/=	100,000/=
60.	NAPOLEON NATHAN KAMAU	12/05/1995			
61.	JAMES WAIGWE MUTURA	10/05/1995	371,865/=		
62.	ABUDU JUMA WAZIRI	31/12/1997	455,454/=	65,133/=	100,000/=
63.	PETER MUNENE NDEGWA	31/03/1998	211,540/=	61,416/=	
64.	CLEMENT NJUNGE NDUNGU	31/10/1994	492,282/=		
65.	JOSHUA NGAHU GILBERT	11/03/1998	458,798/=	69,072/=	50,000/=
66.	SALIM ISMAIL IBRAHIM	30/04/1998	1,083,948/=	227,679/=	50,000/=
67.	MARK MUKOYA ABUOGA	01/05/1998	1,488,533/=	228,034/=	50,000/=
68.	LAIRD MUSHIMBA SAMUEL	15/09/2001	231,077/=	76,377/=	50,000/=
69.	ANN WANJIRU MWANGI	15/05/1998	625,783/=	83,821/=	50,000/=
70.	GODFREY GITHUI WANGIGE	18/06/1998	1,252,685/=	295,941/=	10,000/=
71.	GEORGE GWONDA NYAMARURU	06/09/1999	588,429/=	112,173/=	100,000/=
72.	FRED KIARIE MAINA	18/02/1998	762,170/=	107,624/=	50,000/=
73.	LEWIS WAMBUGU MUGO	31/08/1999	846,797/=	147,013/=	
74.	FRANCIS NGUGI NYARARA	31/03/1998	430,867/=	85,286/=	50,000/=
75.	FRED OSOKO NYASAE	19/01/1998			
76.	JACKSON NULI NZAU	30/06/1996	1,202,654/=		
77.	GEORGE KANTI MITHEKO	15/03/1998	1,372,500/=	625,008/=	50,000/=
78.	JOSEPH ONDURU	18/06/1999			

	ODUOR					
79.	EDWARD MWAURA GACHIE	18/06/1998	50,000/=	34,788/=		
80.	JOEL MURIU KAMAU	31/10/2003	3,177,519/=	1,023,555/=	100,000/=	
81.	JEREMIAH RAMBIKI MACHINI	30/06/1998	984,531/=	245,252/=	50,000/=	
82.	ERASTUS KARAGO	29/04/1998	457,989/=			
83.	JOHN WABUGA KANGETHE	30/04/1998	561,161/=	79,759/=	50,000/=	
84.	WYCLIFF WELINGA KHAYO	06/09/1999				
85.	STEPHEN NJENGA KAHUKU	31/03/1998	113,104/=	29,275/=		
86.	PETER KIRUKU	30/11/2003	809,602/=	429,699/=	50,000/=	
87.	JAIR OOKUMU ONYANGOP	12/10/2001				
88.	JOHN KAMAU	18/06/1998	885,154/=	175,358/=	50,000/=	
89.	GEOFFREY NJOROGI	03/12/1997				
90.	GEORGE MUNYUA	13/04/1998	181,380/=	250,000/=	50,000/=	
			20,229,654/=	4,653,386/=	1,110,000/=	
91.	RAYMOND GACHOMBA	21/06/2000	304,632/=	95,262/=		
92.	CHARLES WAMBUGU MANGI	25/04/1996				
93.	JOSEPH OLOO	26/03/1998				
94.	JOSEPH KABOGO KARANJA	31/10/2003	567,224/=	305,700/=		
95.	FRANCIS OMONDI OBURE	24/05/1999	196,633/=	28,537/=	50,000/=	
96.	REGINALD NGANGA JAMES	18/06/1998	588,141/=	146,701/=	50,000/=	
97.	STEPHEN WAMBURA NJAU	31/03/1998	691,634/=	110,611/=	50,000/=	
98.	MATHEW GICHUHI KIRAGO	26/06/1996				
99.	TONKEI OLE MAPI	31/03/1998	516,620/=	81,230/=	10,000/=	
100.	JOSEPH MUTINDA	22/04/1998	186,800/=	33,147/=	50,000/=	
101.	BENARD MWILU MWOLOLO	27/06/1995	1,104,412		50,000/=	
102.	JOYCE NYAWIRA	28/08/1998	570,619/=	94,995/=	50,000/=	

103	LYDIA MWANGI	15/05/1998	63,590/=	11,652/=	
104	BONIFACE NGUI KIOKO	15/09/2001	1,287,489/=	197,264/=	50,000/=
105	BENJAMIN MUTISYA	22/04/1998	637,099/=	140,315/=	50,000/=
106	GRACE LILIAN ATHIANY	02/12/1997			
107	PETER KIRUMA	19/05/2000			
108	GEORGE CHARLES KIMOLO	17/08/1999	589,372/=	98,570/=	100,000/=
109	JOHN MATHINI MWAURA	25/06/1998			
110	DAVID WACHIRA NDUNGU	31/03/1998	73,512/=	13,478/=	50,000/=
111	JAMES BEDAN KIGO	31/12/1998			
112	ANTONY KIOKO	31/01/1998	1,067,107/=	179,425/=	50,000/=
113	MOSES NJERU MURIUKI	21/06/2000			
114	MOHAMOOD HAMZA GITAU	30/11/1995			
115	MAINGI MUNGAI KAGIRI	17/07/2000	661,101/=	182,026/=	75/=
116	DAVID MWANGANG MASYA	31/12/1997	270,613/=	17,668/=	50,000/=
117	JOSEPH MBOGO MURAGURI	06/09/1999	758,881/=	136,438/=	50,000/=
118	MBUGUA KIMATU MBUGUA	26/04/1995	458,645/=		
119	MOSES KURIA MWANGI	18/02/198	1,037,906/=	235,641/=	50,000/=
120	JOHN RASAKI OYENG	06/09/1999	644,195/=	79,901/=	50,000/=
121	JOSEPH KIMANI	19/10/1998			
122	JOSEPH MWANIKI	27/06/1995	481,897/=	130,371/=	100,000/=
123	HERMAN NJOROGE	22/04/1998	567,788/=	123,624/=	50,000/=
124	DAVID KIMWELE	15/09/2001	450,239/=	116,799/=	
			13,776,059/=	2,559,355/=	960,075/=
125	PETER MYSYOKA MUSESI	30/06/1996			
126	MICHAEL NJOROGE KAMAU	05/07/2000	892,377/=	161,452/=	100,000/=
127	EDWIN RAGAK	31/10/1998	758,694/=		



AWILI					
128	CALEB OPUKA	25/07/2000	503,328/=	118,886/=	22,198/=
129	JANUARY KAKUI	02/12/1997	245,971/=	27,072/=	
130	ONESMUS KIRAGU	22/04/1998	720,254/=		
131	CHRISTOPHER MWANGI NGOBU				
132	GABRIEL NDUNGU	18/02/1998	197,048/=	34,867/=	50,000/=
133	JAMES NGANDU				
134	JULIUS NDUNI	22/04/1998	322,902/=	35,425/=	50,000/=
135	SAMUEL MBUGUA MWANJI	03/10/2003	1,529,969/=	702,256/=	
136	ZACHARIA KABIRU	22/04/1998	619,285/=	93,476/=	50,000/=
137	EDWARD NDEGWA	31/08/1998	2,220,330/=	537,356/=	
138	J. T. NANDIE	31/12/1997	820,518/=		
139	MWANIKI MUTUNGA NGULA	31/12/1997			
140	MICHAEL NDUTA	19/01/1998	917,485/=	116,351/=	50,000/=
141	JONATHAN NDOLO	31/05/1998	1,230,181/=	314,455/=	50,000/-
142	HARRISON S. MWIKYA	15/05/1998	119,846/=	18,427/=	50,000/=
143	STANLEY M. MWAURA	24/05/199	1,255,215/=	317,343/=	8,330/=
144	JOHN M. NJORGE	31/10/1994	367,974/=		
145	JOHN NJORGE GAKURU	03/04/1998	1,236,633/=	245,968/=	
146	CATHERINE WANJIKU KIMANI	24/06/1998	235,569/=	48,654/=	50,000/=
147	PHYLIS WAMBUI	26/04/1995			
148	RICHARD MURIITHI KARIUKI	30/06/1996	844,895/=		
149	DONALD OWINO OKELLO	18/02/1998			
150	ELIEZER ONCHIEKU	22/05/1998	1,257,726/=	153,399/=	50,000/=
151	STEPHEN N. KALII	10/03/1996	985,911/=		
152	DAVID WAWERU KARIUKI	31/07/1999	699,789/=		
153	NANCY E. NYAGA	22/04/1998	11,812/=	16,702/=	
154	ROSEMARY WANJIKU NJORGE	14/03/1998	153,596/=		
155	JAMES KANGETHE NDAI	31/10/1994			

				18,147,008/=	2,942,125/=	530,528/=
156	JAMES KARIUKI	KIHIKI	24/06/1998	154,789/=	20,103/=	50,000/=
157	GEORGE NJINO	MBUGUA	31/03/1987	346,136/=	75,080/=	
158	ZACKAYO NDUATI	NGIMEI	31/03/1998			
159	ERNEST NDIRANGU	GAKERO				
160	GEOFFREY MUNGAI	MBURU		357,115/=	63,139/=	
161	FELIX MWANGI	KIARIE	18/02/1998	1,357,657/=	311,749/=	100,000/=
162	JOHN GITONGA	NJOGU				
163	DAVID MWANGI	KIGURU	18/02/1998	443,089/=	73,917/=	50,000/=
164	BERNARD MBETU		30/04/1998	1,050,188/=		
165	JOSEPH KEYA		18/06/1998	37,877/=	10,507/=	
166	PETER KAMAU	MAINA	31/01/1998	558,630/=	81,876/=	50,000/=
167	FRANCIS NUGUNA	K.	15/05/1998	927,936/=	134,036/=	
168	JULIUS WANYIRI	NGUNJIRI	18/02/1998			100,000/=
169	EDWARD KAMWANA	KARIUKI	31/03/1998	1,271,784/=		
170	JOHN MBAGO	NJOROGE	18/06/1998	341,882/=	80,784/=	17,700/=
171	SIMON RUTTOH		31/07/1998	387,796/=	27,763/=	50,000/=
172	ROBERT MUTUNGA	M.	17/02/2006	1,096,973/=		
173	ELIUD CHOMBA	GITAU	30/06/1998	190,154/=	18,783/=	50,000/=
174	KITHUKA KIOKO		25/04/1995	391,779/=		
175	SOLOMON MUTISYA		15/09/2001	473,790/=	127,587/=	100,000/=
176	WILSON MUTUNE	MUTUA	30/06/1998			
177	CHARLES WATHIGA		31/10/1998	1,002,489/=	144,056/=	50,000/=
178	MARCUS MURUBE		31/03/1998			
179	JAMES GITAU		18/06/1998	1,237,574/=		



180	JAMES THUO	MWANGI	18/02/1998	2,553,840/=	82,277/=	50,000/=
181	LAWRENCE KUBURENDI	M.	31/10/1998	751,217/=		
182	JOSEPH KIMANI	MWANGI				
183	GEOFFREY MUCHEKE	K.	18/06/1998	669,173/=	77,672/=	50,000/=
184	KEFFARS KAGUANYU	KARIUKI	30/09/1998	372,756/=		
185	SAMMY MWANGI		18/02/1998			
186	NANCY MWANGI		15/05/1998	294,725/=	26,912/=	
187	DANIEL RUTUNU	MAINA	31/07/1999	154,181/=	41,182/=	
188	ANN KAMBA		30/06/199			
				16,423,530/=	1,397,423/=	717,700/=
189	SAMUEL MUIRURI	MUCHIRI	31/12/1997	264,144/=	26,093/=	100,000/=
190	BENSON MWANGI	IRUNGU		1,947,067/=	285,158/=	100,000/=
191	JULIUS KARIUKI		02/12/1997	204,648/=	27,072/=	
192	JAMES N. KIRANGI		30/10/1998			
193	EDWIN KAHARA	KABUI	31/10/1998	587,770/=	86,776/=	50,000/=
194	EUNICE KAHUIRIA	WANJUGU	FEB. 1998	778,885/=	166,348/=	50,000/=
195	EDWARD N, KAIRU		25/04/1998	420,518/=		
196	JOSEPH NTHENGE	M.	21/06/2000	406,638/=	80,638/=	50,000/=
197	MUEMA DANIEL		22/01/1998	206,000/=	33,147/=	50,000/=
198	NZIOKA WAMBUA		18/02/1998	1,119,592/=	213,583/=	50,000/=
199	PATRICK NDUNDA	N.	22/04/1998	1,182,483/=	251,122/=	50,000/=
200	JONES KISANI NGULI		15/06/1999	269,603/=	51,845/=	
201	FRANCIS MULWA	MATHEKA	11/05/1995	604,884/=		
202	DOMINIC NDERO		29/13/1996			
203	GEORGE KATHISYA	NUANDIKO	26/03/1998			
204	TOM KABITI VENGE		30/03/1998	1,319,207/=		
205	ROBINSON		30/06/1998	1,134,231/=	170,182/=	50,000/=

	NDUNGU NGUGI				
206	AUGUSTINE MUTEMI	30/06/1998	179,072/=	19,489/=	
207	GEORGE MUISYA	MUIA 27/09/1999	169,374/=	25,823/=	100,000/=
208	EVAN NGANGIRA	NJURI 09/07/1998	709,130/=	122,624/=	
209	JOHN WANJAU	NGUGI 31/03/1998	434,689/=		10,400/=
210	MUSA MBONGO	31/03/1996	890,489/=	229,035/=	10,000/=
211	DUNCAN MWANZIA		80,733/=		
212	DAVID NGUGI				
213	PETRONILLA WANJIRU	25/04/1996	662,952/=	171,872/=	
214	JOSEPH MUTUA	MATATA 10/03/1996	595,706/=		
215	KADOGO PASCAL	04/06/1998	871,781/=	117,730/=	100,000/=
216	PATRICK NDUNGU	KIBUNJA 18/06/1998	134,334/=	17,738/=	
217	MOSES LELU	MWIKYA 18/02/1998	1,778,535/=		
218	EVANS MITHAMO	MUROKO 03/12/1997	500,519/=		
219	FRANCIS MACHARIA	K. 31/10/1994	629,413/=		
220	STEPHEN KIMANI	GITAU 09/09/1998	148,083/=	46,029/=	50,000/=
221	JOSEPH KINYANJUI	22/04/1998	858,603/=	125,280/=	50,000/=
			19,089,083/=	2,267,839/=	920,400/=
222	LABAN NJOROGE	GICHARA 28/06/1995	920,177/=		
223	JOHN JURIUKI	KARANI 01/03/1998	840,040/=	111,611/=	50,000/=
224	JAMES GICHARU	MURIU 30/06/1996	932,000/=		
225	STEPHEN WANGOMBE THEURI	15/12/2003			
226	NGUGI KIRAGU	18/06/1998	202,832/=	50,317/=	50,000/=
227	JULIUS N. MULI	31/10/1998	669,330/=	109,278/=	50,000/=
228	STEPHEN MUGO	31/12/1997	741,028/=	138,103/=	50,000/=



229	JAMES MUTHIMA MATHENTE	30/06/1998			
230	ABDALLA A. KIBARABARA	02/12/1997	154,220/=	27,072/=	
231	JOHN MUSERU WATAKO	18/02/1998	1,065,643/=	148,010/=	
232	BENJAMIN KAVOI MWIKYA		1,284,767/=	368,749/=	
233	SAMUEL MUNENE KAGUGANI	31/03/1998	424,524/=	101,888/=	100,000/=
234	BONIFACE WANJEMA NJENGA	30/06/1998	101,026/=	17,201/=	50,000/=
235	ISAAC MAINA	31/07/1998	366,058/=	40,508/=	50,000/=
236	TABITH NYOKABI NJUGUNA	15/05/1998	506,497/=	63,806/=	50,000/=
237	ROSE WANGARI	15/05/1998	535,814/=	67,046/=	50,000/=
238	RITALIND NJERI NJOROGE	18/02/1998	497,332/=	83,712/=	50,000/=
239	JOSEPH MUCHEMI MAINGI	18/02/1998	417,181/=	72,674/=	50,000/=
240	REUBEN MURIITHI MUNYIRI	28/02/1995	531,429/=		
241	DICKSON KINULA KITOO	22/04/1998	1,164,785/=	185,710/=	50,000/=
242	MOSES N. NJAGI	22/04/1998	279,985/=	48,995/=	50,000/=
243	TIMOTHY GATHUA				
244	G. M. NGARUIYA	18/06/1998	664,097/=	132,055/=	50,000/=
245	PAUL RIMUI MUHIA	30/04/2003			
246	JOHN KABAA	13/07/1998	705,118/=	14,378/=	
247	HASSAN SORA	18/02/1998	1,450,847/=	17,252/=	50,000/=
248	S. M. MUHIA	18/06/1998	1,596,866/=	59,948/=	50,000/=
249	DAVID MUTIND MWANGAGI	18/06/1996	894,915/=		
250	WILSON MABOI	31/12/1998	547,147/=		
251	JOEL MARIM TOO	31/10/1994			
252	JOHN MWANIKI	23/04/1998	1,040,562/=	190,969/=	50,000/=
253	JACKSON MULONZI	21/06/2000	22,940/=	38,371/=	50,000/=
			17,641,660/=	1,718,904/=	1,000,000/=
254	JOHN GITORO		97,568/=	14,777/=	50,000/=
255	JAMES AMOLO	17/06/1996			
256	SIMON MUTISYA	30/06/1998	193,392/=	36,107/=	

257	NELSON KINGA	28/06/1995			
258	KENNETH KAGETO				
259	KARIM H. KARIM	31/12/1997	460,155/=	62,059/=	100,000/=
260	SYMON WAIROBI GATUMA	23/04/2003	1,109,363/=	624,183/=	
261	PETERSON AIGURU	22/04/1998	668,587/=		
262	BENJAMIN WAMAI	31/05/1995	607,496/=		
263	JOSEPH MUTHAMA	31/03/1998			
264	WALTER ONG'ANG'O	31/12/1997	301,396/=	44,992/=	100,000/=
265	DANIEL MWAURA	31/03/1998	1,522,797/=	274,111/=	60,000/=
266	DOMINIC MURIU KUNGU	30/06/1998	160,792/=	19,506/=	
267	JOSEPH K. KUNGU	31/10/1998	246,644/=	27,363/=	10,000/=
268	PETER KIGUTA NDIRANGU CLEMENCE		1,722,592/=		
269	WAKESHO MWADIME	21/09/1995	373,448/=		
270	ALBANUS K. NZAU	21/06/2000	307,383/=	62,956/=	259/=
271	BENARD K. SILA	27/03/1995			
272	RAMADHAN NUGHASHE	27/07/1998	296,500/=	25,592/=	
273	YAHYA HUSSEIN GICHURU	11/02/1998			
274	MESHACK MOMANYI	17/08/1999	162,887/=	67,398/=	100,000/=
275	FRANCIS DAVID KIOKO	31/05/1998	1,448,399/=	216,625/=	50,000/=
276	STEPHEN NDERITU	25/04/2003	551,124/=	135,330/=	50,000/=
277	FRANCIS MURI MWANGI	23/04/2003	667,749/=	536,097/=	
278	HENRY SOMBA MAILU	25/04/2003			80/=
279	HUMPHREY REREI MBUGUA	09/03/1998	844,375/=	184,860/=	
280	MICHAEL N. MWANIKI	18/11/1998	678,681/=	109,486/=	50,000/=
281	IRENE NGURE NYAWIRA	31/05/1998	1,876,432/=	544,705/=	
282	BENARD NZIMBA	31/12/1997	647,696/=	88,120/=	100,000/=



283	CHARLES ODINGA	03/12/1997	918,899/=	209,842/=	
284	SILA MUYA	18/06/1998	468,366.86	107,451.50	50,000/=
285	FRED NGENO SOI	15/10/2001	551,503.66		
286	HADIJA NJERI ABDALLAH				
287			16,884,225.2	3,391,560.50	720,339/=
288	MARTIN NJIRAINI MURAGE				
289	FRANCIS KIMOTHO	19/10/1998	947,942.86	46,573.00	50,000/=
290	WILSON MURIITHI	18/09/1998	828,620.98	101,742.92	
291	DANIEL MAGOTHI MUHUYU	18/02/1998	672,349.50	137,712/=	50,000/=
292	GABRIEL M. METHO	21/06/2000	128,304.15	58,326.30	50,000/=
293	SOLOMON K. KARIO	18/06/1998			
294	AUGUSTINE NYAKONDO	23/04/2003	1,688,488.67	500,466.80	
295	CHRISPINE NYAGA	31/03/1998	526,674.90	110,323/=	
296	NICHOLAS MUTEI KIRIMI	25/04/1996			
297	ROBERT MURIUKI	31/10/2003	2,934,237/=	1,334,172/=	
298	PETER M. MBUI	18/02/1998	1,450,227/=	429,828/=	
299	MOHAMMED JOHN SHIKUKU	31/03/1998	995,586/=	169,451/=	
300	JUSTUUS MWANZIA MAITHYA	26/03/1996	715,413/=		
301	MESHACK DERO	4/16/1998	248,171/=	179,209/=	
302	ABDURAHAMAN RAMADHANI	24/10/2001			
303	LAMECH MOGAKA	18/02/1998	190,257/=	32,273/=	
304	RICHARD AGUNDA MASINDA	15/06/1999			
305	PETER MURIU MUIGA	8/02/1998	575,823/=	99,927/=	50,000/=
306	PETER MUTURI NJOGO	25/04/2003	3,407,700/=	607,023/=	100,000/=
307	JAMES KIMANI WAINAINA	31/03/1998	127,142/=	27,964/=	
308	JOSEPH A. BWANA	27/03/1998	1,543,649/=		14,495/=
309	EDWIN NGANGIRA GATEI	18/2/1998			
310	NAHASHON	M. 30/6/1995	452,217/=		

KINGI						
311	DAVID JOE MWANGI KARIU	FEB 1998				
312	SAMUEL NYANGIRA MUTEI	18/2/1998	937,490/=	244,129/=	50,000/=	
313	ONESMUS N. NGOILOVOI	18/06/1998	673,236/=	76,995/=		
314	DAVID OLOO OUKO	30/4/2003	3,115,096/=			
315	GABRIEL NJUGUNA KARIUKI	13/3/1998	779,586/=	161,810/=		
316	JOHANA MUCHIMI WACHIRA	26/03/1998				
317	ELIUD OUMA GOME	15/06/1999	1,089,927/=	164,871/=		
318	JOHN BUNYI GICHARU	18/06/1998	882,407/=	126,363/=	50,000/=	
319	FRANCIS NJAAGA TIFUS	31/12/1997	151,176/=	22,556/=		
320	STEPHEN K. MUNGAI					
321	MARGARET O. ODHIAMBO	15/05/1998	263,612/=	46,861/=	50,000/=	
			25,325,333.06	4,678,572.02	464,495/=	
322	GEORGE K. GICHOHI	26/03/1998	1,392,144/=	244,694/=	50,000/=	
323	MARGARET W. KINYUA	26/03/1998	542,233/=	79,579/=	50,000/=	
324	ROBINSON M. GAKUNJI	19/07/2000	598,906/=	141,114/=	50,000/=	
325	JOSEPH MAINA MACHARIA	30/06/1998	641,440/=	61384/=	50,000/=	
326	SAMSON ONYANGONGAO	3/10/2000	887,867/=			
327	CHRISTOPHER NDICHU MBOCHE	31/03/1998	478,121/=	87,494/=	50,000/=	
328	DANIEL NJOROGI KAMAU	15/06/1999				
329	JAMES ABUKUSE OCHAMI	31/10/1994	400,137/=	61,690/=	60,000/=	
330	KANYA KAMAU	31/10/1994	877,897/=			
331	SAMUEL GACHURI	15/09/2001	1,169,830/=	216,397/=		
332	ROBERT MUCHUNO NJUGUNA	19/05/1999	1,331,781/=	302,665/=	100,000/=	



333	PEETR L. OPILI	21/10/1994			
334	EPHRAIM M. NJOROGI		1,436,118/=	584,266/=	10,000/=
335	PETER MBURU KIBUGI	1995			
336	ROBERT MBUTHIA MUNGAI	18/06/1996	1,833,305/=	153,532/=	
337	MACHARIA MUTURI	30/04/1998	728,690/=	80,619/=	
338	ISAAC NJINE KARIUKI	30/09/1995	928,103/=		
339	FRANCIS M. KANGANGI	18/06/1998			
340	JECONIA O. ANINDO	24/05/1999	436,711/=	55,688/=	50,000/=
341	SOLOMON OTIENO ANINDO	12/06/1998	1,204,466/=	193,295/=	50,000/=
342	JOSPHAT MUKUNDI KINUTHIA	25/04/1996			
343	FREDRICK KIBOI KIHORO	27/09/1999	962,401/=	142,766/=	
344	GEOFFREY WAIYEGO	18/12/1998	432,270/=	43,432/=	50,000/=
345	GORDON MISANGO	31/10/2003	1,429,927/=	579,210/=	
346	JOSEPH K. MAINA	17/07/2000	525,730/=	107,825/=	50,000/=
347	SIMON NJATHI MUTORA	28/02/1998			
348	SAMUEL M. THAIRU	31/07/1998	970,222/=	138,089/=	50,000/=
349	ALLAN KABUGI	31/07/1998	1,149,448/=	238,403/=	
350	JOHN MUTHORERI	22/04/1998	228,199/=	100,235/=	
351	IBRAHIM MURATHA	31/12/1997	874,041/=	201,248/=	
352	JUSTUS MUTEMI WAMBUA	31/05/1998	1,280,834/=	232,986/=	50,000/=
			22,740,911/=	4,04,611/=	720,000/=
353	ALRED KIBE	3/12/1997	1,670,343/=	106,013/=	
354	PETER GICHOB I	15/05/1998	761,043/=	136,728/=	50,000/=
355	ROBERT W. NDIANGUI		558,786/=	73,466/=	50,000/=
356	PHILIP KILONZO NWANZIA	30/06/1998	693,287/=	117,036/=	
357	EDWARD K. THAIRU	31/07/1998	244,578/=		
358	JAMIA A. BABALA	18/16/1998	1,309,650/=	174,727/=	100,000/=
359	JOSEPH WAITHAKA	5/05/1998	933,850/=	199,534/=	60,000/=

MBUGUA					
360	GEORGE M. THUO	31/10/1998			
361	JULIUS MWANGONDI	31/10/2003	1,531,701/=	566,738/=	50,000/=
362	GEOFFREY K. WAKABA	18/02/1998	768,062/=	153,429/=	50,000/=
363	BONIFACE K. MASAI	31/05/1998	1,223,068/=	213,403/=	50,000/=
364	NICHOLAS MACKENZIE	18/9/1998	1,219,092/=	195,994/=	50,000/=
365	DANIEL NGEWA KIOLI	20/09/1995			
366	BENJAMIN W. MATUVA	31/10/2003	1,161,562/=	564,155/=	50,000/=
367	ALEX WAMBANDI	15/05/1998	201,696/=	18,960/=	50,000/=
368	HARRISON AMULI	17/08/1999	284,301/=	50,729/=	100,000/=
369	PETER K. KIMANI	18/02/1998	150,877/=	23,682/=	50,000/=
370	HENRY K. KARANJA	22/04/1998	59,513/=	81,176/=	
371	FRANCIS BWIRE	31/12/1997	1,426,099/=		
372	MARTIN S. MUTUNGI	30/06/1998	195,293/=	18,584/=	50,000/=
373	WANJOHI WACHIRA	28/06/1995			
374	JAMES N, GICHEHA	31/12/1997	524,132/=	79,689/=	100,000/=
375	MICHAEL W. KARIUKI	31/12/1997	300,244/=		
376	HANNINGTON KAVU	18/01/1999			
377	CHARLOTTE MDOE	31/12/1977	26,514/=		
378	RACHAEL KAVU	31/12/1977	35,951/=	8,760/=	
379	LYDIA MBITHI	31/12/1997	549,254/=	86,068/=	100,000/=
380	MR. IRUNGU KAMAU	31/12/1997	286,278/=	42,930/=	100,000/=
381	BARRACK HABWE	28/06/1995	2,227,153/=	21,364/=	
382	JONATHAN M. SUMUNU	31/03/1998	213,719/=	61,700/=	50,000/=
383	ROBERT G. MBOA	31/03/1998	415,927/=	76,355/=	50,000/=
384	LEONARD K. IRUNGU				
385	ANDREW N. KARIUKI	1998			
386	HERMAN G. MBUGUA				
			18,971,973/=	3,071,220/=	1,160,000/=



387	THOMAS MUTUKU	M.	31/12/1995	480,966/=		
388	JULIUS MACHARIA	G.	31/12/1997			
389	JOSEPH KOROSI		31/12/1997	150,582/=	11,768/=	50,000/=
390	ERNEST KOSKEY		30/06/1998			
391	FREDRICK KIRUGA		31/05/1998	708,553/=		
392	DANIEL MACHARIA		16/11/1994	506,099/=		
393	JIM KABUE		31/03/1998			
394	JOB MWANZIA		30/06/1998	50,7296/=	54,935/=	
395	JOHN M. KIILU		28/02/1998	469,032/=	91,056/=	50,000/=
396	CHARLES OUMA		26/03/1998	128,847/=	30,984/=	100,000/=
397	TERRY G. WALKER		28/03/1995			
398	SIMON K. MWANGI		30/05/1998			
399	JOHN C. NDUATI		24/06/1998	517,602/=	72,462/=	50,000/=
400	JONATHANN MUIGAI		6/03/1998	567,644/=	84,070/=	50,000/=
401	LAWRENCE NDUNGU NGUGI		31/05/1995	383,012/=		
402	JOHN M. MALUKI		30/09/1995	367,044/=		
403	DAVID MUNGAI		20/08/2002			
404	WARIO J. BONAYA		24/05/1999	803,229/=	132,938/=	
405	TIMOTHY S. KIILU		3/12/1997	1,758,824/=	381,813/=	
406	ISAACK N. NGUGI		21/06/2000	95,868/=	32,226/=	
407	JULIUS MBUTHIA	KM	30/06/1998			
408	RICHARD KILONZO	S.	31/12/1997	786,632/=		
409	MARTIN NJOROGE		18/06/1998			
410	GEORGE N. KARIRU		30/04/1996	749,258/=		
411	SIMON K. MBUGUA		31/03/1998	1,155,927/=	149,473/=	
412	DICKSON NJOROGE		13/12/1997	999,241/=		
413	CHRIANT KINYALE		9/06/1998	260,040/=	48,317/=	
414	PATRICK N. KIMATA		18/06/1998	908,757/=	194,835/=	50,000/=
415	ALFRED B. OBUNGA		15/03/1996	1,249,200/=		
416	JAMES ANGAWA ONYANGO	MAY 2003		135,939/=	140,925/=	100,000/=
417	SAMUEL KAHUNYO		30/06/1995			
418	DAVID KAMANGA		30/04/1998			
419	JOSEPH K. MBUGUA		22/07/200	205,415/=	46,677/=	50,000/=

420	ROBERT M. KITHEKA	31/03/1998	1,211,260/=	280,707/=	60,000/=
421	STEPHEN W. KANYI		14,650,687/=	1,753,176/=	660,000/=
422	LOIS WAMBUI NDIRANGU	18/02/1998	786,645/=	180,858/=	
423	PETER THEURI	1/07/1998	415,881/=	68,325/=	
424	F. M. GATHIRU	3/12/1997			
425	KITEMA KIMULI	31/10/1994			
426	JOSEPH IRUNGU WAHAGI	26/03/1998	401,680/=	73,011/=	50,000/=
427	PETER KIHARO	18/02/1998	1,008,182/=	268,442/=	100,000/=
428	MAHARIA RERAI	18/02/1998	633,600/=	83,339/=	50,000/=
429	EDWARD BENSON THAIRU	25/04/2003	1,409,514/=	274,129/=	
430	ELIUD MUCUNU KARIMI	26/07/1994			
431	JOSEPH MUHUNI NJOROGE	22/10/1994	705,214/=		
432	JOSEPH WANYAMA	18/06/1998	231,103/=	44,671/=	
433	LEONARD NDAWA MBULU	1999			
434	JOSEPH KIPNGETICH KIRUI	30/06/1998	361,866/=		
435	CHRISTOPHER MARITIM	20/11/1998	443,257/=	61,094/=	
436	JAMLECK WAMAI NDIRANGU	26/03/1998	177,687/=	35,460/=	
437	MUNENI KIRUBU				
438	PETER MAITHYA MWENGA	30/06/1996	819,236/=		
439	PETER MUCHIRI MWANGI	18/06/1998	519,758/=	72,995/=	50,000/=
440	PETER HUMPHREY KARIUKI				
441	FRANCIS KIMANI	30/06/1998	468,533/=	76,324/=	50,000/=
442	GEORGE KIMANI NUTHONI	12/07/1999	130,014/=	49,586/=	
443	CHARLES MAINA GITHINJI	25/04/2003	1,208,923/=	283,851/=	100,000/=
444	SIMON M. GICHU	22/05/1998	576,526/=		
445	NJAMBI NGAARA				
446	LEONARD KITUMBA	21/06/2000	220,258/=	45,938/=	50,000/=



KAVULUNZE						
447	JOHN MWANIKI	MWANGI	10/12/1999	179,939/=	23,066/=	100,000/=
448	SAMMY KIHUNGU	KINYUGO	31/03/1998	390,310/=	63,367/=	
449	PAULINE WAIRIMU		2/12/1997	923,188/=	70,315/=	50,000/=
450	DAVID M. KITAKA		18/06/1998	87,918/=	124,498/=	
451	PETER KILONZO	MUTEI	15/06/1999	266,429/=	57,706/=	50,000/=
452	EDWARD MUSILI	MUTHUSI	19/10/1998	189,807/=	17,298/=	50,000/=
453	SAMSONM MUTUNGU	MUASYA	31/12/1997	319,583/=	37,134/=	100,000/=
				12,875,01/=	2,011,107/=	800,000/=
454	DENNIS NYAMU	KINYUA	6/09/1999	329,647/=	81,645/=	100,000/=
455	MICHAEL LAZARUS	OKUMU OPATA	23/03/1998	1,230,476/=	226,152/=	50,000/=
456	GERALD KIBUTHU		22/04/1998	304,975/=	51,936/=	50,000/=
457	DANIEL NGANGA	NYOIKE				
458	CHRISTOPHER KIBUTHU		22/04/1998	1,131,941/=	276,690/=	50,000/=
459	PATRICK GICHUKI	MUNYIRI	20/03/1998	643,836/=	124,417/=	50,000/=
460	DAVID WAMAI	NGANGA	30/06/1996	1,016,293/=		
461	PETER NGIGI	KARIUKI	26/03/1998	581,056/=		
462	ONESPHEOROUS K. KARIANJAH		30/04/1998	1,087,307/=	199,727/=	50,000/=
463	JOHN KAMAU		17/01/2008	1,020,195/=	308,467/=	100,000/=
464	JACKSON NGUNZE	KIVIUITU	22/04/1998	694,446/=	144,419/=	50,000/=
465	NELSON MANGI	MAKUMI	3/07/2000	682,069/=	140,832/=	50,000/=
466	WILLIM MUNGUTI	K.	9/05/1995	3,009,242/=	107,742/=	
467	JOHN OBWOGO	BWALA	28/02/1995	677,598/=		
468	SAMMY WANJOHI		31/03/1998			

	GITHINJI					
469	FREDRICK GICHUMA KAGWAINI	31/03/1998				
470	ALBANOS KITAKA MULWA	21/06/2000	883,142/=			
471	MWASYA MULIKO KATHUKU	30/06/1995	622,339/=			
472	CHARLES NJOROGE MACHARIA	31/10/1994	672,069/=			
473	JOHN GICHOMO NGIGI	30/03/1998				
474	FESTUS OWINO ODANDO	6/09/1999	99,888/=	16,425/=		
475	BENARD GITHAIGA GITHUI	30/06/1998	345,814/=			
476	BENEDICT MBILO JOHN	31/12/1997	763,155/=	98,339/=	100,000/=	
477	RAHAB MUKAMI WANJOHI	18/02/1998	173,056/=	33,728/=	50,000/=	
478	GEORGE WAWERU KIMANI	18/06/1998	1,135,309/=	197,216/=	50,000/=	
479	DANSON NYAGA NGARI	31/03/1998	265,254/=	29,431/=		
480	CHARLES MBURU KINYANJUI	30/10/1994				
481	DAVID KAHURA KIMOTHO	31/08/1998	352,806/=	183,518/=		
482	ZACHARIA INJELULA	31/12/1997	485,408/=	170,907/=		
483	DANIEL MULWA MUSAU	31/10/1998				
			18,207,321/=	2,601,713/=	750,000/=	
484	JAMES MWANGI WAINAINA	31/05/1998	413,689/=			
485	PAUL MUIYA MUIA	19/10/1998	684,013/=	113,732/=	50,000/=	
486	BENARD KIMANZI MASILA	25/07/2000	530,482/=			
487	FRANCIS KAIRU THAIRU	18/06/1998	170,220/=	55,511/=		
488	ERNEST IRUNGU WACHIRA	31/03/1998				
489	SAMUEL THUO	11/05/1995				



KIMANI						
490	JEREMIAH MJLANDI	18/06/1998	724,328/=	131,803/=		
491	MATTHEW KARIUKI MUCEMBI	25/02/1996				
492	PETER THIRIKWA MWANGI					
493	JOHN KINUTHIA MURIUKI	31/10/1994				
494	WILLIAM MUSYOKA MUTUKU	31/12/1997	378,897/=	52,644/=		
495	GEORGE MWATHI	24/05/1999	402,824/=	63,956/=	50,000/=	
496	NDUNGU NJOROGI	31/10/1994				
497	JAMES MUIGAI KIRAGURI	30/06/1998	262,446/=	5,034/=	50,000/=	
498	STANLEY MBURU NGIGI	26/10/2001	268,026/=	69,135/=		
499	STEPHEN MURIUNGI NCEEENE	20/03/2006	1,196,298/=	573,932/=	50,000/=	
500	TITO KAKULI	26/03/1998	433,704/=	74,205/=		
501	KEFAH ANYANJE	18/02/1998	674,118/=	83,289/=		
502	PETER MWANGI KAGWANJA	15/05/1998	123,382/=	7,686/=		
503	STNALEY KIIMU RINGERA	12/02/1996				
504	PETER ANTHONY MUREITHI	21/06/2000	143,809/=	306,442/=	100,000/=	
505	MUTHUI MUSYOKA	31/10/1994				
506	NASHON MUIGAI KAGO	20/07/2000	284,309/=	60,205/=	50,000/=	
507	JUSTUS MBAYI ABALA	15/06/1999	302,962/=	69,044/=		
508	TAABU ALI GUCHU	2/12/1997				
509	MOHAMMED ALI GODORO	26/13/1998				
510	JOSEPH WANDERE DOTO	15/05/1998	529,111/=	91,635/=		
511	ESTHER KINGESI FRANCINAH	30/08/1999	307,699/=	80,677/=	50,000/=	
512	NUGUNA ICHAGICHU	18/02/1998	261,719/=	40,677/=	30,000/=	
513	JOSEPH KIIIO	25/04/2003	3,054,647/=	623,001/=		

MUTUNGI					
514	PATRICK KIILU	MUTUA	30/08/1999	1,422,243/=	158,525/=
				12,568,926/=	2,661,133/= 430,000/=
515	MWINZI MULI		26/03/1996	513,956/=	
516	DANIEL MWANZIA	MUTUA	18/09/1998	238,372/=	19,052/= 50,000/=
517	TITUS KAMAU	MWANGI	18/02/1998	1,933,451/=	378,110/= 50,000/=
518	FRANCIS KAPALA		02/06/1995		
519	JULIUS KINYUA	NDUNGU	21/06/2000	283,861/=	66,051/= 100,000/=
520	JOSEPH NTHUKU	NTHIWA	16/11/1998	285,623/=	50,000/=
521	ROBINSON ODHIAMBO		31/10/1998	590,294/=	83,577/= 50,000/=
522	SILAS OKEYO ASKO		09/11/1998	571,627/=	89,349/= 50,000/=
523	FRANCIS KITELA	MBAI	31/03/1998		
524	JONATHAN KAMANDE THIRU				
525	PETER NJUKI	WACHRA	22/05/1995		
526	BERNADETTE NGUTA MWIKALI		15/05/1996	799,187/=	
527	JOEL MUA ULANGA		30/04/1995	919,659/=	
528	NZUKI MUTUA		30/04/1995	466,285/=	
529	GEORGE NYUMU	MUINDE	31/03/1998	442,537/=	80,090/= 50,000/=
530	SEPHEN KANYI	MWANGI	15/06/1999	177,810/=	76,198/=
531	DAVIND MUNYUNGI	KANYI	31/10/1994	1,508,162/=	
532	SIMON NDUGIRE	WACHIRA	19/10/1998		
533	GODFREY MUTHUMBI	MWANGI	08/06/1998	472,194/=	
534	LAWRENCE GEORGE	KINYUA	14/02/1995	733,752/=	
535	JOHN	GATEI	31/05/1998	230,522/=	31,258/=



NGANGIRA					
536	JULIUS MITHYA	18/06/1998	185,170/=	8,201/=	50,000/=
537	MWANZIA MALUTA		174,709/=	36,312/=	
538	BEATRICE KIBE AIGUMO	31/07/2001			
539	JOHNSON KARANJA KAMAU	01/05/1996	1,966,871/=		
540	SWYNNERTON NAZOI ACHALA	5/02/2001	465,542/=	106,107/=	14,000/=
541	LAWRENCE NGUGI NGANGA	19/11/1996	183,284/=		
542	BACHO KIHONO	10/03/1996	857,549/=		
543	STEPHEN GITAKA MWAURA	30/06/1996	1,104,682/=		
544	JOSEPH ABUOGA OKEDAH	13/05/1998	1,070,111/=		
			16,175,210/=	1,172,764/=	514,000/=
545	PETER GICHANGA MUTHUNGU		2,663,046/=		
546	JOHN MWANGANGI MWABU	20/09/1995			
547	SOLOMON SONYI MUTEMI	31/10/1998			
548	SAMUEL NGANGA	28/06/1995			
549	PETER NDETI KITUKU	18/02/1998	625,794/=	89,435/=	50,000/=
550	JOHN NDEGWA NGURIBU	10/03/2006			
551	ANASTASIA NGINA MULWA	17/08/199	69,285/=	53,502/=	50,000/=
552	CHALES MURIUKI GATHURA	30/06/1996			
553	ADRAIN KANGORO LAIKURU	24/05/1999			
554	NICHOLAS IRUNGU GICHARU	18/02/1998	169,816/=	23,820/=	
555	JOSEPH NYAKUNDI NYANGAU	3/06/1998			
556	DAVID NJOROGE KAMAU	28/06/1995	462,024/=		

557	OMAR ALI AHMED	2/12/1997	701,697/=	11,515/=	100,000/=
558	MOHAMMED KOMBO	31/12/1997	661,610/=	115,221/=	100,000/=
559	PETER NJUGUNA MARARO	31/07/1998	266,236/=	23,845/=	
560	CHARLESTONE MBUVI	30/06/1999			
561	GEORGE KARIUKI KIBE	31/12/1997	1,746,723/=	1,746,723/=	536,808/=
562	JEREMIAH BAIBAYA	28/02/1999	893,822/=		
563	JOHN AUPDO	22/04/1998			
564	CHARLES GATHUTHI	28/02/1998	537,122/=	114,649/=	50,000/=
565	JAMES MWANGI HOROH	21/10/1994			
566	WYCLIFE GESICHO MOEMI	21/06/2000	31,590/=	78,729/=	
567	ETHAN MURAGE NGECHO	2/16/1995	827,792/=		
568	AHMED KIARIE NJONGE	2/12/1997			
569	MWINYUI JUMA WAZIRI				
570	FRANCIS KASING MASILA	15/07/1999	2,425,111/=	996,778/=	200,000
571	PETER MWALUGA MUYUSA	21/02/2006	2,080,846/=	965,888/=	100,000/=
572	NICHOLAS MGWILI KAVOI	18/06/1998	344,573/=		
573	FLORENCE MUSAU	18/06/1998	150,764/=	160,030/=	200,000/=
574	BENSON WAWERU KIRAGU		582,321/=	145,940/=	7,000/=
575	SAMUEL NJENGA GACHEMI		212,931/=	64,703/=	
			15,453,103/=	4,590,778/=	1,393,808/=
576	LYDIA MENE MUSYOKI	13/05/1998	180,340/=	19,713/=	
577	JAMES MICHINO	09/04/1998			
578	IBRAHIM WACHIRA BILALI	31/07/2000	1,556,354/=		
579	JOHN KINGI	15/05/1998	376,683/=	64,213/=	50,000/=



580	KIMWELE KIMANZI	31/04/1994			
581	PETER KIMANI GICHINGA	18/02/1998	833,390/=	116,680/=	50,000/=
582	JULIUS NDERITY KABUBI	03/07/2000	743,048/=	163,155/=	1,000/=
583	KENNETH GICHINA THUO	31/12/1997	231,695/=	13,805/=	100,000/=
584	NAPHTALY KUNYIHA	3/12/1997	1,569,757/=	493,759/=	
585	FELICITAS NDUNGE SILA	31/12/1997	1,353,878/=	227,757/=	150,000/=
586	PETER KIMATA	30/11/2003			
587	MIRRIAM SIMILA MAYANGA	30/09/1998	297,595/=		
588	RAPHAEL WAINAINA MBOGO	18/06/1998	2,491,197/=	953,287/=	100,000/=
589	FRANCIS MAINA KIEME	30/05/1998			
590	MUTETI NDAVI				
591	PERIS OGANDA	20/06/1998	59,563/=	11,833/=	30,000/=
592	NICHOLAS KARANJA	18/02/1998			
593	MARY KABIRU	31/05/1998	192,730/=		
594	JOHN NGONDU NJERU	18/06/1998	36,856/=	12,340/=	25,000/=
595	MWANDIKWA MUNYASIA	06/03/1996			
596	FRANCIS MUINDI KIOKO	31/10/2003	1,580,949/=	689,054/=	
597	BENSON KABUGI	18/06/1998	738,188/=	196,632/=	50,000/=
598	JOHN KIBE WANJA	28/02/1995			
599	GEORGE MBITHI MUSAU	31/05/1998			
600	HUMPHREY N. KINYUA	15/02/1999	1,037,222/=	290,511/=	50,000/=
601	ALBERT N. KIHARA	31/07/1998	482,686/=	76,034/=	50,000/=
602	DAVID THAIRU GATHECA	18/09/1998			
603	DANIEL NJUGUNA NGANGA				
604	TUGAA IDI	15/05/1998	596,462/=	78,885/=	50,000/=
605	JAMES MURAI KINYANJUI	18/06/1998	390,474/=	83,462/=	50,000/=

606	JOHN MAINA	31/10/1994			
607	COSMAS KIOKO MASEE	30/06/1998	718,047/=		
608	MUTHUI MULYONGOI	30/04/1996	982,019/=		
609	ELIJAH NJUGUNA	21/06/2000	49,149/=	159,287/=	
			16,498,282/=	3,700,407/=	756,000/=
610	PETER NDUNGU	31/10/1994	720,532/=		
611	JOSEH MJOMBA MWANYALO	31/12/1997	257,492/=	15,306/=	100,000/=
612	MWAURA WARUA	31/05/1995			
613	JORAM MGANGA MWANJALA				
614	GEORGE H. KATSENGA	2/12/1997			
615	HEZRON NDOKOLANI KITSAU	2/12/1997			
616	GEORGE NZYUKO	2/16/1995			
617	MARY AUMA ODONGO				
618	PETER SHIMBA CHOLA	31/10/1994	426,260/=		
619	MUMBA NZULA MWAGANDI	31/12/1997	874,286/=		
620	MUSILI MANGULU	30/09/1995	627,639/=		
621	PIUS MANYATA WAHOME	17/02/2006	18,862/=	63,359/=	50,000/=
622	ALBERT MURIITHI	3/12/1997			
623	SALIM WAFULE WABWILE		50,000/=		
624	DICKSON NZOMO MUTUA MUSYOKI		452,790/=	72,629/=	60,000/=
625	NASHID DICK JAMES		1,209,341/=	268,531/=	100,000/=
626	JAMES T. CHEGE	31/05/1995	555,050/=		
267	GERALD M. KARIUKI	27/06/1998	171,616/=		
628	FRANCIS M. MBONDO	19/10/1998			
629	JULIUS M. KAMAU	18/06/1998			
630	MBURU NGANGA				
631	GATHIMBA MACHARIA	30/04/1995	1,100,584/=		



632	JOSEPH MWANGI KAMAU				
633	RICHARD KIPLAGAT A. TEGET	31/10/1998	1,194,467/=	341,476/=	
634	KAMBI MWINYI	31/12/1997	637,977/=	90,015/=	100,000/=
635	OMAR MATANO SHABAN	31/12/1997			
636	GERALD G. MAINGI	22/04/1998	156,165/=	16,818/=	
637	VERONICA W. KAANJA	21/06/2000	1,202,024/=	354,378/=	
638	FRANCIS N. GITAU	15/05/1998	1,018,428/=	232,714/=	10,000/=
639	FLORENCE MUTHONI MAINA	15/05/1995			
640	JOSEPH ONDIEKI	31/10/2003			
			10,673,513/=	1,455,266/=	420,000/=
641	EDWARD MBUTHIA WAITHAKA	3/12/1997	1,270,534/=		
642	PETER MUTUURA KAMAU	18/02/1998			10,000/=
643	JOSEPHAT MUTUKU MWINZI	31/10/1998	945,665/=	140,705/=	50,000/=
644	GEOFFREY MUTUKUMUTISO				
645	JOSEPH WACHIRA MUNENE	18/02/1998	509,149/=	78,241/=	
646	ALICE K. MUNYAO	3/12/1997			50,000/=
647	JUMA ABDALLAH WAZIRI	31/10/1994			
648	JOHN NJOROE	30/06/1995	688,535/=		
649	MELECKI W. ODONGO	18/06/1998	1,381,323/=	218,196/=	50,000/=
650	JEMIMMAH WANJIRA				
651	FELIX MAINA	18/02/1998			
652	OWEN J. MBUGUA	18/06/1998	297,240/=	45,749/=	50,000/=
653	CYRUS MUCHIRI KANYANGO	25/04/2003	1,059,313/=	295,959/=	50,000/=
654	MARY VIOLENTINE ANYANGO	09/06/1998	44,184/=	7,397/=	25,044/=

655	GEOFFREY KINYANJUI MATHEA	18/02/1998	315,632/=	75,531/=	20,000/=
656	LAWRENCE M. MWANGI	18/02/1998			100,000/=
657	IRENEN W. MWANGI	10/12/2014			
658	WILFRED NGETI MANAMBO	31/12/1997	171,459/=		
659	JOAB ATTE OKADA	APRIL 1998			
660	SIMON MAKAU	18/06/1998	34,681/=	24,123/=	10,000/=
661	MAURICE APIYO OJOWI	18/03/1998	1,559,967/=		
662	KARIKI GACHOKA	19/10/1998	539,796/=	74,408/=	50,000/=
663	SAMWEL M. KARANJA	26/03/1998	1,530,368/=	253,208/=	50,000/=
664	LIVINGSTONE ATIATO ASILU	23/07/1998	94,808/=	7,870/=	10,000/=
665	STEPHEN M. GITONGA	18/06/1998	17,893/=	23,306/=	
666	JOSEPH MAINA GITHINJI		113,789/=	15,004/=	10,000/=
667	JONATHAN KENDUIYWA	29/11/1998	1,290,346/=	210,996/=	
668	DAVID KIPLAGAT LABOSO	15/07/1999			
669	KIBUNUS ARAP TANGUS	22/10/1994			
670	SAMWEL R. SUIYON	18/12/1998			
671	RICHARD KIPTOO CHERUIYOT	15/07/1999	28,681/=	59,141/=	
			11,893,363/=	1,528,834/=	535,044/=
	WILSON				
672	CHEPKWONY ARAP RUTO	22/04/1998	1,193,717/=	223,689/=	50,000/=
673	JOEL KIMUTAI SANG	26/03/1998	985,180/=	245,935/=	50,000/=
674	FREDRICK M. SERENGE	17/08/1999	99,830/=	54,357/=	
675	FESTUS LUMITI SERENGE	28/03/2006	1,182,213	327,601/=	50,000/=
676	BRIAN JEROME NGOLO	31/12/1997			



677	PAUL RASUGI	OMBUI	31/10/2003	668,183/=	299,699/=	50,000/=
678	PETER N. GICHANGA		1/01/1998			
679	BEN NGUGI	NJOROGE	30/09/1995	493,241/=		
680	DANIEL WANJOHI	THUO	18/06/1998	714,132/=	165,373/=	50,000/=
681	DOMINIC THARAMBA	G.				
682	SIMON GIKONYO	PETER	22/05/1995			
683	SIMON KAMWEMBU	KIMANI	19/01/1998	188,293/=	21,018/=	50,000/=
684	PAUL AMWAYI	SERENGE	31/10/1994	329,043/=		
685	JAMES Z. ITHUMBI		31/12/1997	441,097/=		
686	ABDALLA MWAKIDUDU	M.	2/12/1997	284,416/=	23,373/=	
687	ONESMUS HEZRON	M.	21/06/2000	502,829/=	94,799/=	50,000/=
688	ZEDI OMAR	MOHAMMED	02/12/1997			
689	JOHN MBUI NYAGA		31/07/1998	765,402/=		
690	HENRY THIONGO	PAULO	19/01/1998	283,721/=	36,833/=	10,000/=
691	C. K. MBERIA		10/12/1999			
692	JOHN WANYOIKE	MBUGUA	31/12/1997	781,888/=	127,544/=	
693	FRANCIS KINYANJUI		17/08/1999	737,564/=	17,955/=	100,000/=
694	KAZUNGU Kiangwa		2/12/1997	287,310/=	23,804/=	
695	DAVID WAWERU	GITHINJI	18/02/1998	969,152/=	175,736/=	50,000/=
696	NICHAEL MUTNE	NZEKI	30/06/1998			
697	JOSEPH NGANGA	NGUGI	31/10/2001	496,972/=	108,856/=	
698	JUMA MZEE ALI		28/10/1994	588,871/=		
699	HARUN MBUGUA MIINGI		2/12/1997	164,887/=	8,396/=	
700	JAMES	PAUL	15/06/1999	815,975/=	152,363/=	60,000/=

OSIDIANA						
701	ISAAC LESEREWAN OLE NAIKUNI		107,392/=	26,185/=		
702	WILLY MBURU THUKU					
703	LUCY WANJA KARIUKI	15/02/1998	672,102/=	88,524/=	50,000/=	
			13,753,411/=	2,222,040/=	620,000/=	
704	AMOS WAITHAKA NOROGI	31/10/1994	866,748/=			
705	SAMWEL MUCHAI NJIRIRI	1/03/1998	1,696,336/=			
706	JOSEPH M. MUTIO	21/04/1975	1,271,373/=	248,344/=		
707	JOHN RIGUGA MUREHIA					
708	GEORGE KURIA GITHINJI	14/07/2000	435,379/=	34,256/=	185/=	
709	JOSEH MUSUMBA	31/10/1998	828,417/=			
710	TITUS MUTUA NTHUTI	18/02/1998	1,396,304/=			
711	HUSSEIN HAMISI KIDIWA	29/03/1996	1,278,998/=			
712	ALI SALIM MISUMI	31/12/1997	997,312/=			
713	ROBERT MUSYOKA MBITI	31/10/2003				
714	AMSTRONG KACHUMBO	15/09/2001	671,504/=	127,283/=		
715	PETER WAWERU NDIRANGU	31/03/1999				
716	LAWRENCENGILA KAKIU	26/03/1998				
717	RASHID M. KUSEMA	15/05/1996				
718	THOMAS MAKOKHA	1/04/1998	351,409/=		30,000/=	
719	PETER NGOCHI KAMAU					
720	EUSEBIAS MAKUNDA CLEO	31/07/1999	145,888/=	48,442/=		
721	JOSHUA JUMA MUGA	16/04/1998				
722	AHMED MWIRA	31/05/1995				
723	NASIR TIMAMI	DEC. 1997	293,566/=	22,941/=		



724	DUNCAN KINYEKI	M. W.	31/10/1998	579,135/=	86,398/=	60,000/=
725	ENOSH THIGA	KANYARI	30/06/1998	1,429,787/=	206,603/=	50,000/=
726	STEPHEN KAMAU	MWANGI	1/05/1996			
727	TITUS OGURO	OSUMBA	31/07/1999			
728	MORRIS OCHOKA	ONYANGO	31/16/1998	889,256/=	108,763/=	10,000/=
729	ELIJAH MUKUHA	IRUNGU	31/07/1998	680,864/=		
730	TERESIAH SOO	MBITH	21/07/1994			
731	JOSEPH NDARATHI	NDEGWA	31/10/1998	479,655/=	87,717/=	60,000/=
732	DAVID KAMAU	NGUGI	30/04/1998			
733	TIMOTHY MUTEMI	MANZI	6/07/1999	518,896/=	102,277/=	8,130/=
734	ALBERT MWITHIGA	KIHARA	18/06/1998			
735	JOEL NDAMBUKI	NZIOKA	1995			
736	SAUL OGANGO	ODIDA	31/12/1997	883,149/=	215,127/=	150,000/=

15,693,976/= 1,288,151/= 368,315/=

737	MICHAEL MACHARIA MURAGE		30/04/1998			
738	JEREMIAH EKOMBE	AYIECHA	31/10/1999	824,267/=	107,784/=	100,000/=
739	JOB KENYASA		31/07/2000			
740	DAVID WANJOHI	KAMAU	31/05/1995	415,123/=		
741	PATRICK NDUNGU	NJUGUNA	31/05/1995	283,256/=		
742	JAMES GATHUNGU	KARUE	31/07/1997	819,707/=	173,674/=	50,000/=
743	ROBERT OTIENO		31/12/1997			

	OBONDY					
744	JOSEPH OWENYO	DEDAN	31/12/1997	565,727/=	70,000/=	
745	SIMON KARANJA	KABAGE	28/02/1998	416,640/=	26,868/=	
746	MAURICEMAIN BEN		31/07/2000	537,202/=		
747	EDWARD BULUNGU	KIBET	30/06/1999	390,769/=	68,287/=	100,000/=
748	GIDEON NGUGI	MBUTHIA		58,999/=	11,286/=	20,000/=
749	PETER MAINA	GITHINJI	30/04/2003	1,152,484/=	301,778/=	
750	PETER MUIRURI	MUNGAI	31/07/1998	317,282/=	61,592/=	50,000/=
751	FREDRICK NZIVO	KIMEU	31/07/2000	1,073,149/=	254,043/=	50,000/=
752	BENSON MUHASA	OLOO	31/07/1998			
753	CHRISTOPHER KAMTO MWAURA		31/12/1997			
754	SAMMY KUTU	MUTUNGA	31/03/1996	1,851,878/=		
755	JAMES KINUTHIA	MUTUONGA	30/09/1998	2,078,953/=	744,989/=	100,000/=
756	BONIFACE MUASYA	NZUKI	31/05/1998	933,574/=	222,112/=	50,000/=
757	KISWILI NDUNGA		01/05/1996	1,436,129/=		
758	MARTIN GAKUYA	NGAIA	16/07/1998	810,262/=	94,574/=	50,000/=
759	HASSAD MWARANJIRA	RASHID	31/12/1997	927,168/=		
760	CRISPIN NDEGWA		30/06/1995	652,067/=		
761	JONES MBITI	MWANZIA	31/03/1996	910,930/=		
762	JOSEPH KIUGE	MUTHIE				
763	FREDRICK NJOROGE	GITAU	10/03/1996	1,113,491/=		
764	MATHEW INJEMELA	SASAKA	31/10/1999		60,330/=	
765	JONATHAN		31/03/1998	455,349/=	74,606/=	60,000/=

MUTHYA KILILA			18,024,406/=	2,271,923/=	630,000/=
766	JOHN GAKUYA	IRUNGU 28/02/1998			
767	PAUL OWUOR	MARTIN 31/07/2000	1,588,206/=		
768	HENRY MUINDE	MUASYA 31/03/1996			
769	STEPHEN MWAMBI	MUSYOKA 31/12/1998	485,006/=	134,620/=	100,000/=
770	BENJAMIN OMALLA	BEDAH 10/03/2000	4,621,966/=	2,184,835/=	50,000/=
771	PAUL MWANIKI	NJOROGE 31/08/1999			
772	PETER NDETI	GATI 31/10/1994	1,385,506/=		
773	EDWARD OLAKA	ISAACK 31/12/1997			
774	FRANCIS MWAGAMBILI	ALAMISI			
775	PETER NYAGA	RIUNGA 30/04/1998	439,227/=	61,655/=	
776	FRANCIS NYAMU	GIKINGU 31/11/1998	627,326/=	86,147/=	50,000/=
777	ROBERT KABUBA	ROGERS THAIRU	67,149/=	7,683/=	
778	PETER MUNGAI	KIMANI FEB 1998			10,000/=
779	EDAH NAIKONE	NAISIANI			
780	JOSEPH GATHARI	NDUNGU 31/12/1997			
781	SAMUEL NGETICH	KIPKERER 31/03/1998	346,134/=	69,829/=	50,000/=
782	JOHN NDUATI	MUCHIRI 31/07/1998	325,963/=	67,194/=	50,000/=
783	WILSON WAMUHA	NGANGA JUNE 1998			
784	MICHAEL MACHARIA MWAI	30/16/1999	814,639/=	143,682/=	60,000/=
785	MWAI MACHARIA	30/04/1995			
786	PAUL MWANGI	31/07/1999	446,390/=	79,308/=	50,000/=



	NGATIA					
787	STEPHEN KIKUMU MUTHUSI	30/11/1995	683,581/=			
788	KIOKO MANANDI					
789	GRACE KAINYU IRERI	31/12/1997				
790	RARCISIUS FRANCIS NDUNGU	31/03/1998	60,782/=	29,490/=	10,000/=	
791	JOHN KARANJA GAKUNJA	31/05/1998	281,686/=	43,808/=	60,000/=	
792	PETER KANINI NJUGUNA	30/06/1998	1,625,082/=			
793	ABDALLA KIKOZA OMAR	31/10/1994	879,991/=			
794	JORAM KIHARA MUGI	31/12/1997	388,140/=	35,725/=		
795	JUDAH KOVO MWANYINDO					
			15,066,771/=	2,943,976/=	490,000/=	
796	DAVID KONANGE MWANGI	08/09/1999			10,000/=	
797	PATRICK MUELA MATA	31/12/1997	250,833/=	15,013/=		
	GABRIEL					
798	MWANGEMI	30/04/1998	963,092/=	185,345/=	50,000/=	
	MACHIA					
799	AQUISIO GITAU		360,333/=	156,775/=	50,000/=	
800	MICHAEL OLUOCH	31/10/1999				
801	PAKTA SALIM MWARANJIRA	31/12/1997	199,936/=	11,248/=		
802	FARID SEIF AHMED	31/07/2000				
803	LAWERENCE KIPSEREM SAWE	31/03/1998	1,118,521/=	308,810/=		
804	EVANS KAHIRA MUCHIRI	31/10/1994	674,228/=			
805	JAMES MWAI KARUGU	30/06/2000	3,258,830/=	1,132,216/=	100,000/=	
806	NYENGE NZINZI					
807	MOSES MURIUKI NJENGA	31/05/2000	1,626,913/=	563,904/=	100,000/=	
808	CLEMENT OGOLA	30/04/1995	461,583/=			

	ORINDA					
809	STANLEY MWANGI	KIMANI	31/10/1998	580,543/=		
810	JOSEPH GITAU	KAMAI	31/10/1999	100,000/=	79,112/=	10,000/=
811	ISAAC GITAH	MATU	30/04/2003	2,151,620/=	612,851/=	
812	PETER NJENGA	MURU	31/01/1999			
813	JULIUS KIREA	KAIBUNGA	21/11/1998	292,416/=		
814	PETER MUIRU	IRUNGU		233,641/=	24,984/=	50,000/=
815	DAVID KARANJA	NJOROGE	30/04/1998	879,126/=	133,150/=	50,000/=
816	JOHN NJEHIA	KANGETHEH	31/03/1998	1,025,304/=	179,095/=	
817	P[ATRIKC LUMUMBA MUSONYE		30/06/2000	443,518/=	223,294/=	100,000/=
818	JOSEPH GITHINJI	KARANJA	30/04/2003	456,843/=	127,572/=	551/=
819	MAINA KIURI	STEPHEN	31/03/1998			
820	DANIEL NZUUKO	MUKWENZE	05/11/1994			
821	CHRISPINUS JOE	DOME	MAY 2005	1,745,035/=		
822	MORRIS LOET	ORARO	18/06/1998	1,071,405/=	156,307/=	50,000/=
823	ATHANUS NZAU		07/04/1989	149,632/=	21,491/=	
824	JANE MUTHONI	NDENGWA	02/12/1997			
825	BENARD MWANIKI	GATHU	30/04/2006			
826	NANCY WANJIRU	NGANGA	18/06/1998	1,200,460/=	251,132/=	
				19,243,862/=	4,182,299/=	570,551/=
827	ROSE NUNYAO	MUNINI		1,074,560/=	162,249/=	
828	GRACE MUMO		18/02/1998	1,575,820/=	267,246/=	50,000/=
829	JUMA A. RAJAB		15/12/1997	769,427/=	126,692/=	

830	STEPHEN KANYINA NDERITU	31/10/1998			
831	JOHN IRUNGU MAINA	20/03/1998	512,766/=	97,437/=	50,000/=
832	COSMUS MBUI KISANGI	21/06/2000	185,462/=	50,288/=	
833	ONCHOKE MAOBE	18/02/1998	653,984/=	143,348/=	
834	MAJOR SAMUEL KARIUKI	14/11/2001			
835	FRANCIS NGOTHO	15/09/2001			
836	JAMES MURAGURI NDEGE	01/05/1998	325,828/=	31,463/=	50,000/=
837	MUNENE MEJA	30/06/1998	256,152/=	25,867/=	50,000/=
838	CHARLES O. OLUOCH	18/06/1998	657,120/=		
839	PATRICK M. MUNGAI	20/09/1995			
840	MICHAEL OWN OKELLO	18/06/1998			
841	SIMON GICHURA WAMANJI	15/12/2003			
842	MUEMBI NDETO DOMNIC	06/02/2015			
843	CHALES KIRAGU MBUGUA	21/06/2000	349,676/=	72,120/=	
844	BOAZ OMOLO	19/07/1998	1,129,417/=	131,025/=	
845	JOSEPH MYUTU MWANGI	18/02/1998	944,994/=		
846	NICHOLAS NGANGA	31/05/1998	233,360/=	27,598/=	
847	STANLEY NGANGA MUNGAI	18/06/1998	1,358,764/=		50,000/=
848	PETER KIANGA	JUNE 1998			
849	JEMIMA KIANGA	30/06/1996	1,126,598/=		
850	CHARLES WASUNGU	27/07/1998	265,876/=		
851	LUCY MUTHONI MATU	31/03/1998			
852	NGARI THIGUKU	26/03/1996			
853	MATHEWS MINIRE WAIRUGU				
854	MAURICE APIYO OJOWI	18/02/1998	1,159,967/=	468,444/=	



855	MICHAEL NJOROGE KARIRU	31/05/1995	394,485/=		
856	JOSEPH NGOVI MASAKU	31/12/1997	696,408/=	16,757/=	
857	BONPHAS MAINA KIAMA				
858	DANIEL KISINGU	02/12/1997	353,810/=	32,957/=	
859	PETER MWANGI CHOMA	31/03/1998	595,694/=	111,344/=	50,000/=
860	BERNARD KHAMALA OMITO	31/12/1997	680,957/=		
			15,301,125/=	1,764,835/=	300,000/=
861	PAUL M. MUIA	19/10/1998	684,013/=	113,732/=	100,000/=
862	CLEMENT O. ORINDA	26/04/1995	867,824/=	215,680/=	
863	JOHN W. WAITHIRA	23/04/2003	607,360/=	83,160/=	50,000/=
864	JACK AGUTU	18/06/1998	1,509,864/=	313,116/=	
865	RUTH NJERI WAIGURU	17/08/1999	658,366/=	152,009/=	
866	KULUMBA NZAU	31/10/1994	1,075,314/=		
867	PATRICK N. NZIMBI	30/06/1998	417,345/=	50,483/=	100,000/=
868	CECILIA B. MUNYAMBU	21/06/2000	617,862/=	153,826/=	
869	ISABELLA W. KAMAU	31/03/2003	3,496,887/=	1,307,009/=	100,000/=
870	DEDAN GICHURU	28/02/2006			
871	JOHN M. MUVALI	20/09/1995	535,054/=		
872	HERMAN O. FRANCIS	02/12/1997			
873	GILBERT K. OHOWA	20/09/1995	606,148/=	87,685/=	
874	SOLOMON MUTHEE WACHRA				
875	ENOCK OWINO				
876	MARY W. HINGA	22/04/1998	586,233/=	48,474/=	
877	NJURU GITHAIYA	03/12/1997			
878	MOSES AMBANI	27/07/1998	660,275/=	89,009/=	
879	ANGELINE OWITI	15/05/1998	748,644/=	91,214/=	65,832/=
880	DAVID G. GATHII	15/07/2003	2,493,362/=	751,938/=	
881	HARRY J. AGUTU	19/10/1998	1,041,469/=		
882	FREDRICK MWAMUYE	02/12/1997			

883	GEORGE NYAWANA	10/05/1995	451,306/=		
884	MUSA A. MBITHI	13/02/1998			
885	SAMUEL MANGI	18/02/1998	1,175,269/=		
886	JOHN M. KIILU	02/06/1995			
887	THOMAS K. MUSANGE	17/01/2000	1,856,244/=	628,105/=	100,000/=
888	JOSEPH A. NYAMIRI				
889	STEPHEN M. WERU				
890	JOSEPH K. GITHINJI	25/04/2003	456,842/=	12,572/=	50,000/=
891	PETER M. MUTURI	22/05/1995			
892	JANE W. MUCHAI		470,550/=	49,014/=	
893	VITALIS A. ABOKA				
894	DAVID W. MUCHERU	18/06/1998	399,224/=	65,612/=	50,000/=
			21,415,455/=	4,327,638/=	615,832/=
895	WILSON N. GATHAMBA	21/10/1994			
896	EDWARD MAKILA	16/06/2003	2,971,349/=	845,921/=	
897	SIMON K. KIRAGU	18/02/1998	558,741/=		
898	ANDRE NDUNGU	31/10/1994	551,431/=		
899	ROSE W. BULIMU	31/03/2009			
900	HENRY J. ATIMA	02/12/1997	210,335/=		
901	TITUS KASWAHILI	22/02/2006	3,120,562/=	932,717/=	50,000/=
902	FINNY CHEMTAI	15/05/1998	76,285/=	12,191/=	30,000/=
903	GEORGE KAMARITI	15/05/1995			
904	JOAN A. ONYANGO	31/03/2009			
905	JAMES N. MWANGI	30/09/1998			
906	PHILOMENA N. GATHURU	22/03/1995			
907	MUASYA MUTEMI	19/10/1998	518,890/=	85,072/=	50,000/=
908	MESHACK O. OPIYO	31/03/1998	1,227,765/=	279,000/=	50,000/=
909	BISHMARK N. NJUE	18/06/1998	1,065,252/=		
910	THOMAS N. MUINDI	02/12/1997	121,259/=	7,405/=	
911	PAUL O. OWINO	30/04/2003	421,410/=	130,497/=	50,000/=
912	STEPHEN M. WERU	31/10/1994	560,209/=		
913	CYRUS K. GITONGA	19/10/1998	820,831/=	177,045/=	
914	MICHAEL A. ASUNA	31/03/1998			
915	ABDUL K. MWINYI	31/12/1997			
916	PHILIP K. MWANZIA	30/06/1998	693,287/=	117,036/=	50,000/=
917	JOHN N. NYAMU	31/07/1998	288,840/=		50,000/=

918	SIMON M. KAMAU	26/03/1998			
919	PETER K. MUCHIRA	30/06/1998			
920	CHRISTINE W. KARURU	30/06/1998	736,168/=	83,021/=	50,000/=
921	TIMOTHY H. KAMAU	15/06/1999	154,888/=	46,402/=	
922	MWAURA MUGO	01/03/1998	1,351,089/=		
923	WILSON N. WAINAINA	31/10/1994	561,249/=		
924	SIMON N. KAMIA	15/06/1999	908,621/=	117,316/=	
925	PETR W. SANDUKA	15/07/1999			
926	NORAH MWABI	22/04/1998	360,833/=	24,365/=	
927	KIMWELE KIMANZI	31/10/1994			
928	DOMINIC C. WANYAMA	22/04/1998			
			17,279,294/=	2,857,988/=	380,000/=
929	HUMPHREY R. MBUGUA	09/03/1998	844,375/=	184,660/=	50,000/=
930	JAMES N. MATHEA	03/12/1997	1,806,392/=	381,825/=	50,000/=
931	JOSEPH K. A. KIRUI	15/05/1998	273,305/=	36,760/=	50,000/=
932	JOSEPH O. NYADENGE	01/02/1993			
933	JUDAH K. MANYINDO	JULY 1998			
934	WILSON RUBAI				
935	NZIOKA WAMBUA	18/02/1998	1,119,502/=	213,583/=	50,000/=
936	MOSES N. MATHEA	21/08/1998	282,435/=	92,818/=	50,000/=
937	GEORGE M. MUIVA	01/04/1998	1,374,327/=	149,812/=	50,000/=
938	ALEX N. WAINAINA	30/11/2003	1,427,704/=		
940	JOMO KASIBWA	27/07/1998			
941	JOYCE K. GICHUIYA	27/11/1995			
942	BENARD MATHEA	06/03/1996			
943	STEPHEN CHEGE				
			7,128,040/=	1,059,458/=	300,000/=
			486,558,724.58	79,543,483.52	20,775,144/=

The firm of J. Harrison Kinyanjui & Co. has also filed another schedule in respect of 125 plaintiffs in which they claim for a refund of ksh.9,405,541/=. Again, the defendant has failed to tender evidence to controvert this claim. No good reason has been advanced as to why the claim should not be paid. Consequently the plaintiffs listed in the schedule



prepared by the firm of J. Harrison Kinyanjui & Co. Advocates should be paid a sum of ksh.9,405,541/= worked out in the aforesaid schedule as follows:

**J. HARRISON KINYANJUI & CO. ADVOCATES - SCHEDULE OF PAYMENT**

NO	NAME	COY NO	DATE OF TERMINA TION	AMOUNT PAID	AMOUNT TAXED OFF	AMOUNT WITHHELD
1.	LAWRENCE NDUTU	KYALO 0542	18/9/1998	891,348.31/=	51,326	50,000/=
2.	GORDON NGOLO	OTOLO 4053	11/7/1998	742,255/=	138,000/=	50,000/=
3.	JAMES WAIRIOKO	NGINGA 4022	1998	722,000/=	132,000/=	50,000/=
4.	GEORGE NJIGU	NJOROGE 1917	APRIL 1998	122,911/=	15,132.69	50,000/=
5.	JAMES SUIYANGA	SAIYALELE 1740	18/2/1998	327,770.36	2,050.40	50,000/=
6.	PHILIP KINYANJUI	GITHI 2575	FEB.1998	241,298.00/=	111,90.50	50,000/=
7.	CHARLES GAKOMO	MWANGI 3837	JUNE 1998	1,039,071.68	278,950.93	50,000/=
8	MARY PHOLOMENA W. WAMBUGU	6322	DEC. 1997	1,327,738.63	373,490/=	100,000/=
9.	STEPHEN WERU	MWANGI 5159	17/10/1994	960,462/=	246,366/=	50,000/=
10	THOMAS O. AMWOMA	3062	FEB. 1998	1,101,150.10	216,686/=	50,000/=
11	ANDREW NYARIBO	MONAYO 2242	FEB. 1998	354,367.35	60,910.40	50,000/=
12	DANIEL MAWATHE	MUINDUKO 2304	FEB. 1998	785,505.45	212,796.88	50,000/=
13	HILARY MBURU	FRANCIS 6004	18/2/1998	1,300,283.22	438,842/=	100,000/=
14	DAVID N. KINUTHIA	6989	1998	960,000/=	248,000/=	100,000/=
15	EDWARD GITAU	MBUGUA 7113	18/6/1998	278,702.12	37,831.03	50,000/=
16	SIMON GATHERU	MAINA 2213	22/7/2000	703,902.65	134,084/=	50,000/=
17	JULIUS KAMAU	GIKONYO 3265	1998	960,000/=	248,000/=	50,000/=
18	JULIUS	MWANGI 1643	1998	760,000/=	360,122/=	50,000/=

	KAMBIA					
19	MUIRURI M. KARUGU	510	1995	836,145/=	235,140/=	50,000/=
20	JACOB AGALE OWAK	4610	JUNE 1998	151,710.11	21,999.69	100,000/=
21	ALICE NJERI	0079	1999	96,257.45	51,151.27	52,650/=
	GATHUNGU					
22	JAMES MATUNDA SAISI	7333	27/7/1998	560,135/=	145,000/=	50,000/=
23	MARIETTA N. MUTISYA	240	MAY 1998	416,894.33	49,814.83	50,000/=
24	PETER IRUNGU	7236	19/10/1998	171,617.30	16,702/=	50,000/=
	MWANGI					
25	JUSTUS KAKUSU	0573	1998	860,135/=	335,000/=	50,000/=
	MATHEKA					
26	NZUKI MUTISYA NDOLO	1946	1998	642,138/=	142,000/=	50,000/=
27	PETER MIRINGU	5094	18/2/1998	1,010,135/=	464,135/=	50,000/=
	MWAURA					
28	JULIUS M. MULWA	4557	17/8/1999	501,116.85	96,573.37	100,000/=
29	MOSES M. MACHIRA	5510	18/2/1998	1,210,135/=	363,135/=	100,000/=
30	JERUSHA NYABOKE	869	15/5/1998	964,135/=	241,140/=	100,000/=
31	MAKIMEI WAIGANJO	882	14/2/1995	590,136/=	135,000/=	50,000/=
32	JAMES MWANGI	5785	1995	1,110,060/=	265,000/=	50,000/=
	KABUE					
33	MOSES OTIENO NDOLO	1369	1998	764,130/=	320,135/=	50,000/=
34	JOHN MUTUA MUTISYA	2643	1998	679,760/=	170,000/=	50,000/=
35	FATUMA GATI CHACHA	4288	1995	464,130/=	112,000/=	50,000/=
36	PETER KAROKI	7203	30/6/1999	201,907.14	28,135.36	100,000/=
	WAIIRUKO					
37	DOMINIC NGURE	1159	1998	1,211,552.28	219,943.64	50,000/=
38	TIMOTHY LOKI	5197	1998	1,34604.30	360,145/=	100,000/=
	MATHEA					
39	JOHN KANYI NJORGE	399	1998	764,135/=	181,132/=	50,000/=
40	THOMAS WAMBUA	0300	APRIL 1999	1,360,423.85	456,738.65	50,000/=
	NGUI					
41	CHRISTINE NDUKU	5404	11/11/1995	980,135/=	265,180/=	100,000/=
42	ALOIS KINGORO	1725	MARCH 1998	1,814,639.63	185,329.15	100,000/=
	GICHANA					
43	MICHAEL K. MUNANDI	4355	1998	794,135/=	295,180/=	100,000/=
44	ROSE MUENI MUTUKU	4091	2/12/1997	863,17.62	176,955/=	100,000/=
45	ROHDA MWIKALI	5586	1998	1,622,244.53	289,561/=	100,000/=
	NZOMO					
46	ANTHONY MWANZIA	4120	1998	842,165/=	184,135/=	50,000/=
	KILONZO					
47	JOSEPH KOKOYO	3087	1999	1,142,564.25	166,404.95	100,000/=



	OGWAYO						
48	ANDREW GATETE	KAMAU	5864	1997	764,145/=	136,134/=	100,000/=
49	GEORGE MWANGI	WAWERU	6023	1995	968,138/=	264,135/	100,000/=
50	LINUS OMBUNA	BIRUNDU	3746	19/10/1998	581,313/=	82,338/=	50,000/=
51	NZIOKA NDUNDA		956	1994	512,796/=	135,640/=	50,000/=
52	DAVID KILUNDO	SYANDA	600	2/12/1997	455,777.28	118,460/=	100,000/=
53	GIDEON OUMA	OMBURA	3788	31/10/2003	1,692,667.90	647,598/=	100,000/=
54	WAMBUA MBELENZI		2806	1998	964,135/=	135,365/=	50,000/=
55	LAWERENCE IRERI	MWANGI	1140	1998	571,527.15	126,574.18	50,000/=
56	SIMON WANYEKI	NDUNGU	1885	1998	215,625.75	38,083.75	50,000/=
57	EDWARD MULI		3970	1994	464,135/=	96,135/=	100,000/=
58	PHILIP NYANZI	MUTUKU	2326	1994	764,420/=	132,135/=	100,000/=
59	EVELYNE P. A. OYWA		3717	MAY 1999	1,351,944.70	321,561.30	50,000/=
60	NYAMBARIGA ONGIGE	SILAS	2674	NOV. 1998	1,356,462.30	318,130/=	50,000/=
61	JOHN KIVULI		7926	DEC. 1997	259,212.14	9,101/=	100,000/=
62	PETER NGUNZE	MWENGI	5642	3/12/1997	960,136/=	238,135/=	100,000/=
63	SUSAN CHITECH	RASMAS	7986	2/12/1997	176,428.09	14,955/=	100,000/=
64	RASHID ABDUL	KANYAU	0950	2/12/1997	462,189/=	38,135/=	100,000/=
65	ROBERT M. NJULU		7950	DEC. 1997	188,707.77	8,398/=	50,000/=
66	DAVID MUTUVI	NDALINGA	2846	2/12/1997	834,599.73	236,145/=	50,000/=
67	JUMA KIDANGA	MOHAMMED	7932	2/12/1997	251,938.77	15,443/=	100,000/=
68	MOHAMMED BWANA IMANI	SAID	7807	2/12/1997	812,025.67	120,587/=	100,000/=
69	GIDEON K. MWENGI		436	2/12/1997	1,385,392/=	252,766/=	100,000/=
70	FRANCIS NGUNZE K		122	2/12/1997	872,150.13	180,135/=	100,000/=
71	DOROTHY SHENYE	MBEKE	6307	1998	764,180/=	234,135/=	50,000/=



72	MAURICE SAKWA	4331	JUNE 1998	251,369.95	23,243.34	50,000/=
73	STANLEY G. KENGARA	7132	21/6/2000	864,135/=	231,135/=	50,000/=
74	BARSHORA WACHU BAJARA	1874	2/12/1997	875,748.25	110,777/=	100,000/=
75	GEORGE S. MSHEDI	7761	1997	1,512,458.37	289,767/=	100,000/=
76	DZOMBO CHARLES MBURA	0506	1998	820,558.49	136,626/=	100,000/=
77	JEREMIAH NUNZAA	7964	1997	250,262.47	15,765/=	100,000/=
78	DOUGLAS HARMTON MALINGI	037	27/6/1995	642,180/=	136,190/=	100,000/=
79	HAMAD JUMA MWANGUPU	7726	1994	812,693.55		100,000/=
80	LEONARD DUME MBOGA	7709	2/12/1997	1,087,852.29	157,488/=	100,000/=
81	DAVID MAZERA JOHN	7900	2/12/1997	269,646.03	18,602/=	100,000/=
82	JOSEPHINE CHEZEZ NDOSHO	441	1996	930,165/=	136,142/=	100,000/=
83	SAIDI AWADHI AWAYU	3400	1996	864,135/=	150,165/=	100,000/=
84	DARIUS KILAMBO	7886	1997	391,871.34	44,626/=	50,00/=
85	DONAS KIRICHA LOMBO	2915	2/12/1997	981,135/=	194,132/=	100,000/=
86	RACHEL V. W. KEAR	7839	1997	658,888.82	86,086/=	100,000/=
87	DILTON PASCAL KITATU	0502	1997	579,591/=	69,884/=	100,000/=
88	BONIFACE MUTUKU NDAKA	7868	1997	585,435.60	77,625/=	100,000/=
89	KIMANI NGERE WAITITU	7759	1997	1,114,740.17	158,115/=	100,000/=
90	ZIPPORAH DENA FUKWE	0462	1997	764,138/=	197,432/=	100,000/=
91	KENA H. KOMORA	0648	1997	842,138/=	214,134/=	100,000/=
92	CONSTANTIUS MWAKIO MAGHANGA	4360	1997	288,312/=	20,698/=	50,000/=
93	M. ASHODI M. NGIMI KONGONINGA	7901	1997	246,627.29	13,04/=	50,000/=
94	OCHIENG OMOLLO	5136	1998	1,180,460/=	360,000/=	152,891/=
95	ALPHONCE MWAVULA MWAKIZAI	0585	1995	564,135/=	96,135/=	100,000/=
96	BERNICE WANGECI KINGORI	5658	2002	1,110,000/=	381,142/=	100,000/=
97	GIBSON WANJHIA M.	3878	1998	764,135/=	184,135/=	50,000/=
98	MWANGI WAMBUGU	1014	1995	465,132/=	96,13/=	50,000/=

99	ANDREW MAIGO	KENGARA	724	1995	764,135/=	218,134/=	50,000/=
100	GLORIA MANGO	AWUOR	5403	1995	1,164,135/=	348,135/=	100,000/=
101	REUBEN MWATINGU	MBIU	696	1998	149,200/=	13,600/=	50,000/=
102	BOOKER OGUTU	AWIMBO	2263	1998	663,611.70	101,600/=	50,000/=
103	JECONIAH OWUOR	ORONJE	3227	1998	961,135/=	234,180/=	50,000/=
104	BEATRICE M. KILIO		7762	1997	108,882.76	39,995/=	100,000/=
105	ASHFORD MA. AYUBU		7945	1997	250,592.31	18,806/=	100,000/=
106	VICTOR MTUANGUO		3111	1994	641,132/=	160,145/=	100,000/=
107	NARISIS M. MTULA		7851	1997	414,929.76	35,345/=	100,000/=
108	WILSON NJUKI MAARA		5327	1997	1,231,98.05	388,650/=	100,000/=
109	CHARLES KABUGUA	KIMANI	1266	18/2/1998	1,915,696.20	325,813.3.	50,000/=
110	GABRIEL MAINA WAIRE		5119	30/4/1996	1,414,600/=	461,136/=	100,000/=
111	PATRICK MUGANE	NDEGE	1694	1995	564,145/=	74,138/=	50,000/=
112	WALLACE SHAKE		4433	1995	484,165/=	65,145/=	100,000/=
113	BENJAMIN MWANIA	MULWA	2816	1998	94,030.70	11,296/=	50,000/=
114	ROBERT MWAWUGANGA	M.	3998	1995	961,136/=	192,100/=	100,000/=
115	RAU TSUMA		7738	1994	646,145/=	131,640/=	100,000/=
116	HAMISA KIDANGA	MOHAMMED	1591	1995	764,164/=	138,142/=	100,000/=
117	ABRAHAM ORINA		3490	2003	1,107,307.20	477,747/=	50,000/=
118	ZACKARIA WAMBUGU	STANLEY	2380	JUNE 1998	1,129,981.20	206,202/=	50,000/=
119	PATRICK KAGOTHO	KAMAU	5829	2000	1,136,430.10	189,160/=	100,000/=
120	JERUSHA IRNE SUERO		5954	1997	980,14.30	190,135/=	100,000/=
121	DAVID MIRERA WACHI		597	1995	964,138/=	165,134/=	50,000/=
122	PAUL MUTHINI IVUSU		3264	1998	934,135/=	180,140/=	50,000/=
123	ISAACK WAMBUGU	KARANJA	5489	1999	1,512,269.75	126,363.62	100,000/=
124	DAVID	MYNYWOKI	3543	1998	717,707.90	9,395/=	50,000/=



KITISO						
125	JOHN KURIANGUMI	1910	1998	646,134/=	98,135/=	50,000/=
	<b>TOTAL</b>			<b>93,297,344.44</b>	<b>41,418,429</b>	<b>9,405,541</b>

15) In the end, I find merit in the plaintiffs' claim. Consequently, I issue an order directing the defendant to pay the plaintiffs a sum of ksh.20,775,152 as per the schedule dated 11.5.2016 filed by Namanda & Co. Advocates and kshs.9,405,541/= as per the schedule dated 23.10.2017 and filed by J. Harrison Kinyanjui & Co. Advocates. The aforesaid amount to attract interest at court rates from the date of judgment until the date of full payment.

16) The third issue which has been identified for determination is whether or not the plaintiffs are entitled to be paid their salaries upto the date of retirement. It is not in dispute that the plaintiffs were on permanent and pensionable terms of employment with the defendant. It is the submission of the plaintiffs that they had legitimate expectation to work for the defendant until the retirement age of 60 years. The plaintiffs are of the view that they should be paid their salaries upto the age of 60 years since their employment was guaranteed. The defendant is of the contrary view that even in a permanent contract, there is no guarantee of employment until retirement. With respect, I agree with the submissions of the defendant. Despite the fact that a letter of employment states that the contract of employment is on permanent and pensionable terms, still an employer may terminate the same and the affected employee may file an action for damages for the unlawful dismissal. It is therefore not correct that the plaintiffs were entitled to payment of salary upto the age of retirement of 60 years. The prayer is therefore declined.

17) The fourth issue is closely related to the third issue. It is the question as to whether or not the plaintiffs are entitled to general damages for loss of employment. It is the submission of the defendant that at the time of plaintiffs' dismissal, the remedy available was damages if a defendant was liable, was limited to the period of notice applicable under the employment contract. The defendant was of the submission that since the plaintiffs' employment was terminated by way of redundancy, they were not entitled to claim damages for loss of employment. It is the submission of the plaintiffs that the entire process they were subjected to was an illegality hence they are entitled to compensation in damages on the basis of a multiplier of their salaries but being capped to 12 months' gross salary. The plaintiffs asked this court to award each plaintiff a sum of kshs.10,000,000/= on this head. Having considered the rival submissions over this claim, I am satisfied that the plaintiffs' exit from the defendant's employment cannot be treated as redundancy. The defendant simply dismissed the plaintiffs through a process not recognised by the C.B.A and the contracts of employment signed by each plaintiff. In other words, the plaintiffs were unlawfully dismissed. The plaintiffs are therefore entitled to receive damages equivalent to the period of notice stated in the contract or the C.B.A. There is no dispute that the plaintiffs' employment with the defendant was terminated before the coming into force of the Constitution of Kenya 2010 and the Employment Act, 2007. In the case of **Mary Wakhubi British Airways PLC (2015) eKLR** the Court of Appeal



considered the remedies available to an employee dismissed in 2000. In finding that the remedies in the Constitution of Kenya 2010, and the Employment Act 2007 did not apply in such a case the court held *inter alia*:

**"All that said, then is to say that this court only has jurisdiction to award the remedies available at the time of the wrongful dismissal or unfair termination, that is, when the cause of action arose. These are remedies that are provided for under the repealed Employment Act, Cap 226 Laws of Kenya and the repealed Trade Disputes Act, Cap 234 Laws of Kenya."**

In *D.P. Bachhetha vs= Government of the United States of America (2017) eK.L.R* the Court of Appeal held *inter alia*:

**"That an employee whose dismissal was wrongful was only entitled to damages equivalent to the salary he would have earned during the period of notice applicable in his contract."**

18) In this case, it is clear from the contract of employment and the memorandum signed between the plaintiffs' union and the defendant that the defendant was required to pay one month's salary in lieu of notice. I am of the view that the plaintiffs are each entitled to a sum equivalent to one month's salary as at the date of termination as damages for loss of employment. I make the award in favour of the plaintiffs. The plaintiffs and their advocates file and serve the defendant schedules showing the monthly salary each plaintiff was earning as at the time of termination of employment. Mention on 6/2/2018 to determine the issue.

19) The final issue to be determined is whether or not the defendant's calculation of the plaintiff's terminal benefits were wrong, arbitrary and helped the defendant to withhold huge sums due to the plaintiffs. It is the submission of the defendant that the aforesaid payments were calculated as required under the Regulations of Wages (General) and in accordance with the law governing employees who have been declared redundant. The plaintiffs are of the view that since they were not consulted, then the defendant's calculations should be treated as arbitrary. I have considered the material placed before this court and it is clear to this court that though the defendant did not consult the plaintiffs on the computation of their terminal benefits, the defendant nevertheless gave a schedule showing how the figures were arrived at. What is clear in my mind is that the defendant proceeded to compute those dues as though the plaintiffs were declared redundant which is not the case here. In the circumstances, I am unable to make a declaration that the process was wrong or arbitrary.

20) In the final analysis this court enters judgment in favour of the plaintiffs as follows:

**a) It is hereby declared that the decision to cause the plaintiffs to take early retirement was unlawful and in breach of the constitution and the plaintiffs' contract of employment.**

b) The defendant is hereby ordered to pay each of the plaintiffs damages for loss of employment a sum equivalent to one (1) month's salary as at the time of termination of employment.

c) The defendant is ordered to refund to the plaintiffs a sum of ksh.30,180,685/= being the amount withheld in terms of the schedules filed by the firms of advocates of Namada & Co. Advocates and the firm of J. Harrison Kinyanjui & Co. Advocates tabulated

1. Ksh.20,775,144

2. Ksh. 9,405,541

Total ksh.30,180,685/=

d) The plaintiffs to be paid by the defendants costs of the suit.

e) The defendant to pay interest on (b), (c ) and (d) above at court rates from the date of judgment until the date of full payment.

Dated, Signed and Delivered in open court this 24<sup>th</sup> day of January, 2018.

J. K. SERGON

JUDGE

In the presence of:

..... for the plaintiff

..... for the Respondent

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REPUBLIC OF KENYA  
IN THE HIGH COURT OF KENYA AT NAIROBI  
MILIMANI LAW COURTS  
CIVIL CASE NO.279 OF 2003

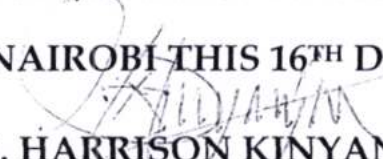
LAWRENCE NDUTTU & OTHERS.....PLAINTIFFS  
VERSUS  
KENYA BREWERIES LIMITED.....DEFENDANT

**HEARING NOTICE**

**TAKE NOTICE** that the application dated **1<sup>ST</sup> October 2024** by the Plaintiffs will be heard on **22<sup>nd</sup> May 2025** at 9.00am in the High Court of Kenya, Milimani Commercial Court, or as may otherwise be indicated on the relevant Daily Cause list in that regard before the Hon. Prof. Mr. Justice Sifuna for finalizing the outstanding settlement due to the Plaintiffs in the Judgement.

**TAKE FURTHER NOTICE** that the said matter will proceed to be heard, and such appropriate Orders thereon made, your absence notwithstanding.

DATED AT NAIROBI THIS 16<sup>TH</sup> DAY OF MAY, 2025

  
**J. HARRISON KINYANJUI & CO.**  
**ADVOCATES FOR 125 PLAINTIFFS**

**DRAWN & FILED BY:**

J. HARRISON KINYANJUI & CO. ADVOCATES  
ST. ELLIS HOUSE (FORMERLY MITCHELL COTTS HOUSE),  
4<sup>TH</sup> FLOOR SUITE 416, WABERA STREET,  
Tel: 0777-733659  
Email: [greatjharrison@yahoo.com](mailto:greatjharrison@yahoo.com)

**TO BE SERVED UPON:**

OTWAL & MANWA ASSOCIATES ADVOCATES,  
MIRAGE TOWERS,  
TOWER 1 GROUND FLOOR,  
REF: OM/M/COMM/219/2021 PRACTICE No. : LSK/2023/11209  
Email: [manwa@otwalmanwalaw.co.ke](mailto:manwa@otwalmanwalaw.co.ke)  
PHONE No : (+254)703 987006.

NTISU  
17<sup>TH</sup> MAY 25  


KAPLAN & STRATTON ADVOCATES  
WILLIAMSON HOUSE, 9<sup>TH</sup> FLOOR 4<sup>TH</sup> NGONG AVENUE  
P.O. Box 40111-00100,  
NAIROBI (PMG/KE/10/152)  
EMAIL: [ks@kapstrat.com](mailto:ks@kapstrat.com)

NAMADA & COMPANY ADVOCATES  
WOODLANDS BUSINESS PARK, 4TH FLOOR KIAMBERE ROAD UPPERHILL  
P.O Box 72881-00200  
NAIROBI  
EMAIL: [law@namadaadvocates.com](mailto:law@namadaadvocates.com)

Advocates

Williamson House  
4th Avenue Ngong  
P.O. Box 40111 - 00100  
Nairobi, Kenya  
  
www.kaplanstratton.com  
Email: KS@kapstrat.com  
VAT No. 00112190 PIN: P0006155415

T: (0) 20 2841000  
(0) 20 2733919  
M: (0) 722 205782/3  
(0) 733 699012/3  
Intl. Code: +254  
DZ: No. 19

OUR REFERENCE

OUR REFERENCE  
PMG/KE/10/172

DATE  
11 January 2022

The Deputy Registrar  
High Court of Kenya  
Civil Division  
Milimani Law Courts  
NAIROBI

Dear Sir,

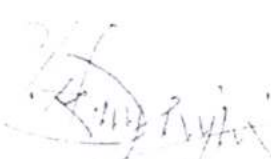
High Court Civil Case No. 279 of 2003  
Lawrence Nduttu & Others vs. Kenya Breweries Limited


We request you to kindly record the following consent:


**"BY CONSENT"**

The suit between the Defendant and the Plaintiff's listed in the attached schedule and referred to at paragraph 14 of the judgment delivered on 24<sup>th</sup> January 2018 is hereby marked as settled."

Yours faithfully,

  
J. HARRISON KINYANJUI & CO  
ADVOCATES FOR THE PLAINTIFFS

  
KAPLAN & STRATTON  
ADVOCATES FOR THE DEFENDANT

NJIAU  
"GIV3"  
GIERGE  
17th May 2025  




# ABSA BANK KENYA PLC

## REQUEST FOR RTGS TRANSFER

Kindly make the following transfer on my/our behalf.

### Instructions to Customers

1. This form should be filled in CAPITAL LETTERS
2. Beneficiary's account number, bank and branch MUST be quoted
3. RTGS transfer can ONLY be effected if the payment is to be made in Kenya shillings and to a beneficiary's account in a commercial bank within Kenya.


Date: 21/01/2022

### Remitter's Details

Name of Account: KAPLAN STRATTON CLIENT	Account Number (include the branch code) 0945022833
Branch Name: QUEENSWAY HOUSE	Telephone Number: 020-2841000
Amount in Figures Kshs. 14,756,312.35	Amount in words: Kenya Shillings: Fourteen million seven hundred fifty six thousand three hundred twelve cents thirty five only

Our cheque no 22580 for above amount in favour of ABSA Bank Kenya PLC herewith attached.

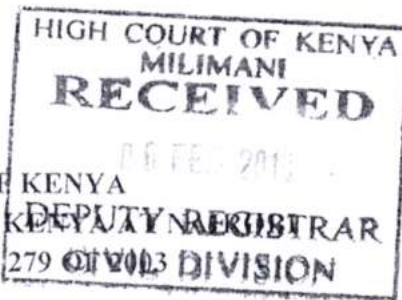
### Beneficiary's Details

Name: J. Harrison Kinyanjui & Co. Advocates, Client Account	Account Number: 2044308773
Bank & Branch: Absa Bank Kenya Plc - Queensway House	
Details of Payment: Payment of the decretal sum	
Charges to be paid by:	Remitter/Shared/Beneficiary* (delete the inapplicable choices)
<b>Terms and Conditions</b> 1. Absa Bank Kenya PLC will use discretion in deciding the method of transmission and may opt to use the services of another bank to effect the payment. 2. Absa Bank Kenya PLC will remit the funds to the beneficiary's bank on the date and within reasonable time of receipt of instructions from the customer provided such instructions are received within the cut-off time; otherwise the transfer will be effected the following working day. However, Absa Bank Kenya PLC Ltd gives no commitment on the ability of the beneficiary's bank to pay the beneficiary on that date and/or within a reasonable time. 3. The bank does not accept responsibility for any loss caused by delays, interruptions, misinterpretations or errors in transmission of payments which are not directly due to negligence or default of the bank's own officers. 4. The customer shall be bound and hereby indemnifies the bank against all obligations and the responsibilities imposed by the regulators or any other matters regarding the transfer over which the bank has no control.	
Remitter's Signature(s)  Partner	Signature(s) verified  Partner

To be completed by the Branch	
Amount Remitted	Kshs:
Commission	Kshs -
Other Charges	Kshs.-
Total	Kshs.
Test No.	
Treasury Ref:	
Signature & No.	Signature & No.

To be completed at PAIS	
Test: agreed/disagreed/missing	
Sign	Sign
Branch official's signatures verified	
Sign	Sign

GEORGE NJUGU  
25 JAN 2022  
25



REPUBLIC OF KENYA  
IN THE HIGH COURT OF KENYA  
CIVIL CASE NO. 279 OF 2013

LAWRENCE NDUTTU & 156 OTHERS ..... PLAINTIFFS

VERSUS

KENYA BREWERIES LIMITED..... DEFENDANT

NOTICE OF APPEAL

(Pursuant to Rule 75(1) of the Court of Appeal Rules)

TAKE NOTICE that KENYA BREWERIES LIMITED the Defendant herein being dissatisfied with the decision of the Honourable Mr. Justice Serگون delivered at the High Court at Milimani in Nairobi on the 24<sup>th</sup> of January 2018, intends to appeal to the Court of Appeal against the whole of the said decision save for:

- a. The finding that the Plaintiffs were not entitled to payment of salaries up to the age of retirement;
- b. The finding that the Defendant's calculation of the Plaintiffs' terminal benefits was not wrong or arbitrary.

The address for service of the Appellant is care of Kaplan & Stratton Advocates, Williamson House, 9<sup>th</sup> Floor, 4<sup>th</sup> Ngong Avenue, P.O. Box 40111-00100, Nairobi


It is intended to serve a copy of this Notice on:

Namada & Company Advocates, Phoenix House, 6<sup>th</sup> Floor Kenyatta Avenue, P.O. Box 72881-00200 Nairobi;

J. Harrison Kinyanjui & Co Advocates, St Ellis House, 4<sup>th</sup> Floor, Suite 416 Wabera Street, P.O. Box 10024-00100 Nairobi; and

O.P Ngoge & Associates Advocates, Coffee Plaza, 4th Floor, P.O. Box 3430-00200 Nairobi

Dated at Nairobi this 6<sup>th</sup> day of February 2018.

  
KAPLAN & STRATTON  
ADVOCATES FOR THE APPELLANT

"GTA 5"  
GEOFFREY  
17th MAY 25  
J

**LODGED** in the High Court of Kenya at Nairobi this                      day of                      2018

**DEPUTY REGISTRAR  
HIGH COURT OF KENYA AT MILIMANI  
NAIROBI**

**DRAWN & FILED BY:**

Kaplan & Stratton

Advocates

Williamson House, 9<sup>th</sup> Floor

4<sup>th</sup> Ngong Avenue

P.O. Box 40111-00100

**NAIROBI**

(PMG/KE/10/152)

Tel: 0729742784/0733733746

Email: [KSLitigation@kapstrat.com](mailto:KSLitigation@kapstrat.com)



**IN THE COURT OF APPEAL  
AT NAIROBI**

**(CORAM: W. KARANJA, J. MOHAMMED & MUCHELULE, JJ.A.)**

**CIVIL APPEAL NO. E069 OF 2023**

**BETWEEN**

**LAWRENCE NDUTU & 156 OTHERS.....APPELLANTS**

**AND**

**KENYA BREWERIES LTD.....RESPONDENT**

*(Being an appeal from the ruling and order of the High Court at Nairobi  
(A. Ongeru, J.) dated 25<sup>th</sup> July 2023*

*in*

**HCC NO. 279 OF 2003)**

\*\*\*\*\*

**ORDER OF THE COURT**

This appeal has today come for hearing. However, learned counsel Mr. Marwa for the appellants and learned counsel Mr. Kahura for the respondent inform the Court that they were prepared for the hearing of the appellants' application to have the appeal expedited; and that no Case Management had been done to enable submissions for the hearing of the appeal.

That being the case, the appeal is taken out. Directions are hereby given that the appellants' counsel shall within 30 days file and serve his submissions on counsel for the respondent. Upon service, the respondent's counsel shall file and serve his submissions within 30 days from the date of service. The submissions to comply with the Court of Appeal Practice Directions as to the number of pages; font and spacing. Case Management is slated for **18<sup>th</sup> February 2025**. We order that the appeal be expedited.

**Made at Nairobi this 26<sup>th</sup> day of November 2024.**

**W. KARANJA**

.....  
**JUDGE OF APPEAL**

**JAMILA MOHAMMED**

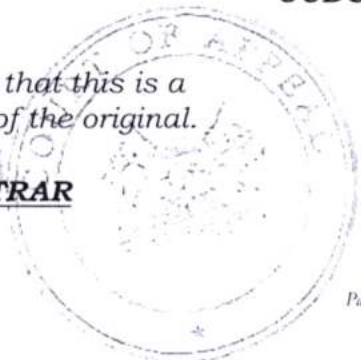
.....  
**JUDGE OF APPEAL**

**A.O. MUCHELULE**

.....  
**JUDGE OF APPEAL**

*I certify that this is a  
the true copy of the original.*

**REGISTRAR**



Page 1 of 1

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Getra  
17th May 25  
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**IN THE COURT OF APPEAL  
AT NAIROBI**

**(CORAM: KIAGE, ACHODE & JOEL NGUGI, JJ.A.)**

**CIVIL APPEAL NO. E069 OF 2024**

**BETWEEN**

**LAWRENCE NDUTU & 156 OTHERS ..... APPELLANTS**

**AND**

**KENYA BREWERIES LIMITED ..... RESPONDENT**

*(An appeal against the ruling and order of the High Court of Kenya at Milimani  
(Ongeri, J.) dated 25<sup>th</sup> July 2023*

*in*

**HCCC No. 279 of 2003)**

\*\*\*\*\*

**ORDER OF THE COURT**

This appeal was listed for hearing today. Mr. Anyona, learned counsel holding brief for Mr. Manwa for the appellants, now says that this appeal ought to be withdrawn, and prays that it be.

Mr. Kahura, learned counsel for the respondents, is not objecting to such withdrawal and has been magnanimous enough to not insist on his costs. In the circumstances, this appeal be and is thereby withdrawn with no order as to costs.

**Made at Nairobi this 3<sup>rd</sup> day of March 2025.**

**P. O. KIAGE**

.....  
**JUDGE OF APPEAL**

**L. ACHODE**

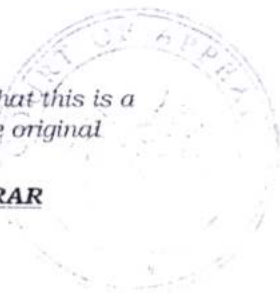
.....  
**JUDGE OF APPEAL**

**JOEL NGUGI**

.....  
**JUDGE OF APPEAL**

*I certify that this is a  
True copy of the original*

**REGISTRAR**



NJ144

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83  
17th MAY 2025  
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