

REPUBLIC OF KENYA



**OFFICE OF THE ATTORNEY GENERAL
AND DEPARTMENT OF JUSTICE**
ADVOCATES COMPLAINTS COMMISSION

① DSKC

Kindly deal -
19/05/2025

RESPONSE TO:
COMMITTEE RESOLUTION ON MEDIATION AND REVIEW IN RELATION
TO THE PETITION CONCERNING THE ALLEGED FAILURE BY THE KENYA
BREWRIES LIMITED, KAPLAN & STRATON ADVOCATES AND HARRISON
KINYANJUI ADVOCATES TO PAY THE COMPENSATION AWARDED TO
THE PETITIONERS

③ Ms. Mwanate
Kindly deal -
19/05/2025

BY:

THE ADVOCATES COMPLAINTS COMMISSION

⑤ DSEC
Kindly deal -
19/05/2025

SUBMITTED TO:

Mr. J.M Nyengenyne, CBS,
The Clerk of the Senate,
Parliament Buildings,
P.O. Box 41842-00100,
NAIROBI



Email: clerk.senate@parliament.go.ke

Copy: laboursocialwelfarecomm.senate@parliament.go.ke

Your Ref: SEN/DSEC/DISSC/ SCLSW/2025/29

Our Ref: CC/PE/FEB/23/6

Date: 15th May 2025

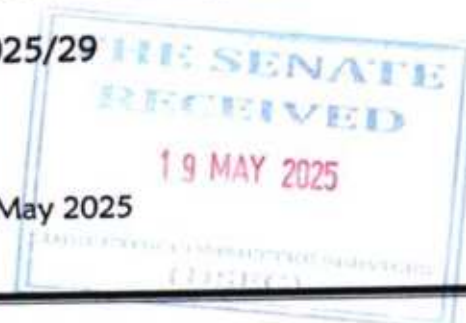


Table of Contents

1.0 INTRODUCTION	4
2.0 ADVOCATES' DISCIPLINARY PROCESS IN KENYA	4
3.0 ADVOCATES' COMPLAINTS COMMISSION (ACC)	5
3.1 Establishment	5
3.2 ACC Organizational Structure	6
3.3 Legal Framework	6
3.4 ACC's Mandate Under the Advocates Act	7
3.2.1 Other Functions of the ACC	9
4.0 ACC DISCIPLINARY PROCESS	10
5.0 ACC REVIEW AND INVESTIGATION PROCESS	10
6.0 MEDIATION/ADR UNDER THE ADVOCATES ACT	11
7.0 THE USE OF ADR IN RESOLVING COMPLAINTS OF PROFESSIONAL MISCONDUCT AT ACC	12
7.1 The ACC's IHADR Mechanism	12
7.2 Why the IHADR Process	13
7.3 Parties & Roles in the ACC's IHADR Process	13
7.4 Disputes Appropriate for IHADR	14
7.5 Complaints not Appropriate for IHADR	14
7.6 The IHADR Process	14
7.7 The IHADR Agreement	15
7.8 Compliance and Enforcement of IHADR Agreements	15
7.9 Circuit ADRs	16
8.0 PROSECUTION BEFORE THE DISCIPLINARY TRIBUNAL BY ACC	16
8.1 Prosecution Stages	17
8.2 Sanctions at the DT	17
9.0 THE ROLE OF ACC IN ENHANCING ACCESS TO JUSTICE	18
10.0 ACC SUCCESSES IN THE FY 2024/25	18
10.1 Overall Statistics	18
10.2 ADR Process	19
10.3 Prosecution Process	19
10.4 Research and Outreach Programmes	21
11.0 BACKGROUND TO THE PETITION BEFORE THE SENATE AND COMPLAINT(S) BEFORE THE ACC	22
11.1 Background	22
11.2 Complaint against Mr. Harrison Kinyanjui	23
11.3 The Petition Before the Senate	24

11.4 New Complaints Filed at The ACC Post the Senate Proceedings	25
12.0 ACTIONS TAKEN BY ACC TO ENFORCE THE SENATE'S RESOLUTION	27
13.0 ISSUES ADDRESSED IN THE HEARINGS AND ENFORCEMENT OF THE SENATE'S RESOLUTION	30
14.0 OUTCOME OF THE ORAL HEARING	31
14.1 Appearance by Mr. Harrison Kinyanjui	32
14.2 Appearance by Mr. Peter Mbutia Gachuhi	36
14.3 Post the Oral Hearings	38
15.0 SUMMARY OF FINDINGS AND WAY FORWARD	38
16.0 CHALLENGES FACED BY THE ACC IN EXECUTION OF ITS MANDATE	44
17.0 CONCLUSION	45

1.0 INTRODUCTION

1. The Advocates Complaints Commission (ACC) acknowledges receipt of your letter Ref. SEN/DSEC/DISSC/SCLSW/2025/53 dated 22nd April, 2025 conveying the Resolution of the **Standing Committee on Labour and Social Welfare** on Mediation and Review in relation to the petition concerning the alleged failure by Kenya Breweries Limited, Kaplan & Stratton Advocates, and Harrison Kinyanjui Advocates to pay the compensation awarded to the petitioners. The Commission appreciates the opportunity to contribute to the resolution of this matter and recognizes the critical role of mediation and structured review in ensuring access to justice, accountability, and the upholding of professional standards in legal practice.
2. This response provides a factual and procedural account of the Commission's engagement with the complaint, including the steps taken in response to the issues raised, the legal and regulatory framework applied, and the observations made regarding the conduct of the parties involved. The Commission further outlines its position on the practicability of mediation as directed by the Committee, and where necessary, makes recommendations for further action under the Advocates Act (Cap. 16 Laws of Kenya) and other relevant instruments. The Commission remains committed to promoting ethical legal practice and protecting the rights of consumers of legal services.

2.0 ADVOCATES' DISCIPLINARY PROCESS IN KENYA

3. The advocates' disciplinary process in Kenya is handled through a co-regulatory approach aimed at achieving a balance between professional autonomy and public accountability. The key stakeholders in the advocates' disciplinary processes are:
 - a) **The Judiciary:** Maintains oversight over the legal profession through its inherent disciplinary powers and the power to strike advocates off the roll.¹

¹ Sect. 56 and 64 of the Advocates Act grants courts power to discipline lawyers and further all orders and awards granted by the Disciplinary Tribunal and the Complaints Commission must be registered at the courts.

- b) **The Law Society of Kenya (LSK):** plays a crucial role in admissions and promoting ethical conduct among its members.²
- c) **The Advocates Complaints Commission (ACC):** provides an independent body to **receive** and investigate complaints as well as prosecute substantiated cases of misconduct before the Disciplinary Tribunal.³
- d) **The Advocates Disciplinary Tribunal (DT)**⁴ receives, hears and determines complaints of professional misconduct against advocates. The Tribunal, just like a court of law, offers an adversarial form of dispute resolution, which is characterized by procedural technicalities similar to the normal court litigation process.

3.0 ADVOCATES' COMPLAINTS COMMISSION (ACC)

3.1 Establishment

- 4. The Advocates Complaints Commission (ACC) is a statutory body established under Section 53 of the Act for the purpose of enquiring into complaints against advocates, firms of advocates or any member or employee thereof. The Secretariat of the Commission is appointed by the Attorney-General pursuant to Section 54 of the Act to support the commissioners.
- 5. The ACC investigates, resolves disputes amicably through its In-House Alternative Dispute Resolution (IHADR), and where the nature of the complaint is aggravated, refers the matter to the Disciplinary Tribunal (DT) for adjudication. Administratively, it operates as one of the technical directorates in the State Law Office.

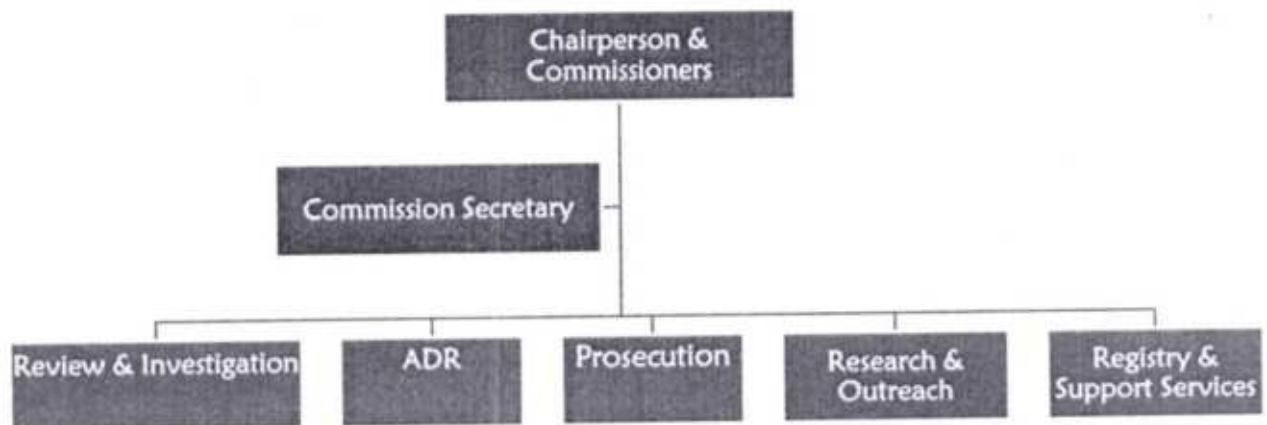
² Sect. 3, Law Society of Kenya, Cap 18 Laws of Kenya

³ Sect. 53 of the Advocates Act, Cap 16 Laws of Kenya

⁴ Sect. 60 (1) of the Advocates Act, Cap 16 Laws of Kenya

3.2 ACC Organizational Structure

6. The ACC organizational structure is as follows: -



7. ACC is currently composed of:

- i. **Five (5) commissioners namely:** Hon. Moses Cheboi, CBS (chairman), Comr. Peter Nyagah, Comr. Mueni Kalola, Comr. Beryl Nalo and Comr. Patrick Muriuki. Section 53(2) of the Advocates Act provides that the Chairperson should be a person qualified to be appointed as a Judge of the High Court.
- ii. **Commission Secretary**
- iii. **State Counsel**
- iv. **Para-legal and support staff, and**
- v. **Director of Criminal Investigation (DCI) officer**

3.3 Legal Framework

8. The legal framework governing the ACC includes but is not limited to: -

- i. **The Constitution of Kenya, 2010**
 - a. Chapter 4 – Bill of Rights (protect the rights of citizens/consumers of legal services)
- ii. **The Advocates Act, Cap 16 Laws of Kenya**
 - a. Section 53 – establishes the ACC and its mandate
 - b. Section 54 – provides for the appointment of the secretariat

- iii. Office of the Attorney-General Act (Cap 6A)
 - a. Section 5 (1)(h)- in consultation with the Law Society of Kenya, advising the Government on the regulation of the legal profession;
- iv. The Consumer Protection Act (No. 46 of 2012)
 - i. Members of the public as consumers of legal services need their consumer rights to be protected through the ACC.
- v. The Law Society of Kenya Act, Cap. 18 Laws of Kenya to promote the Law Society of Kenya (LSK) Code of Standards of Professional Practice and Ethical Conduct (SOPPEC).

3.4 ACC's Mandate Under the Advocates Act

9. Under the Advocates Act, the ACC is mandated to:

- i. Receive and inquire into complaints made by **any person** regarding the conduct of any advocate, firm of advocates, or any member or employee thereof (**section 53(4)**);
- ii. **Reject** complaints where it appears that there is no substance (**section 53(4), (a)**).
- iii. **Refer** the matter to the Advocates Disciplinary Tribunal where the complaint appears to have substance (**section 53(4), (b)**)
- iv. **Investigate** and make orders or awards which the commission considers just and proper (**section 53(4)(d)**)
- v. **Advise** complainants to seek redress in court or other appropriate forums where the complaint does not relate to professional misconduct (**Section 53 (4)(e)**)
- vi. **Promote reconciliation** and facilitate amicable settlement between advocate and complainant where the complaint does not appear to be serious or aggravated (**Section 53(5)**)
- vii. **Order** or award compensation or reimbursement not exceeding Kshs. 100,000 where loss or damage has been suffered by a complainant (**Section 53(6)**)

- viii. **Order** for the surrender of all property, which the Advocate does not dispute. **NB:** Where a civil suit has not been filed concerning the same funds or property. (**Section 53 (6B)**).
 - ix. **Publish** quarterly reports documenting the complaints that they have dealt with in that quarter (**Section 53(9)**).
 - x. **Sensitize** the public on their rights in the advocate-client relationships
 - xi. Assist in vetting advocates seeking government appointments or offering services to the government and **advise** on the status of their professional standing.
10. The Commission has the duty of receiving and considering a complaint made by any person, regarding the conduct of any advocate, firm of advocates, or any member or employee thereof.⁵ In essence, an advocate may also submit a complaint against another advocate to the Commission.
11. In considering the complaint submitted to it, the Commission may reject complaints without substance, but those with substance will proceed through the process set out under section 53(4) of the Advocates Act. In following the process, the Commission may refer to the Disciplinary Tribunal (DT) complaints that disclose a disciplinary offence, but if not, the Commission will deal with such matters through its internal processes.
12. In matters that do not appear to be of a serious or aggravated nature, the Commission endeavours to promote reconciliation and encourage and facilitate an amicable settlement between the parties to the complaint. However, if the complainant has suffered loss or damage by reason of the advocate's conduct, the Commission may, by order, award such complainant compensation or reimbursement not exceeding Kes. 100,000/=.
13. If a complaint has substance but the circumstances of the case do not disclose a disciplinary offence which can be dealt with by the DT and the Commission

⁵ Sec. 53(4), Advocates Act, Cap 16, Laws of Kenya,

considers that it is not within its mandate, the Commission may advise the Complainant to refer the matter to the Court if that appears to be the proper remedy.

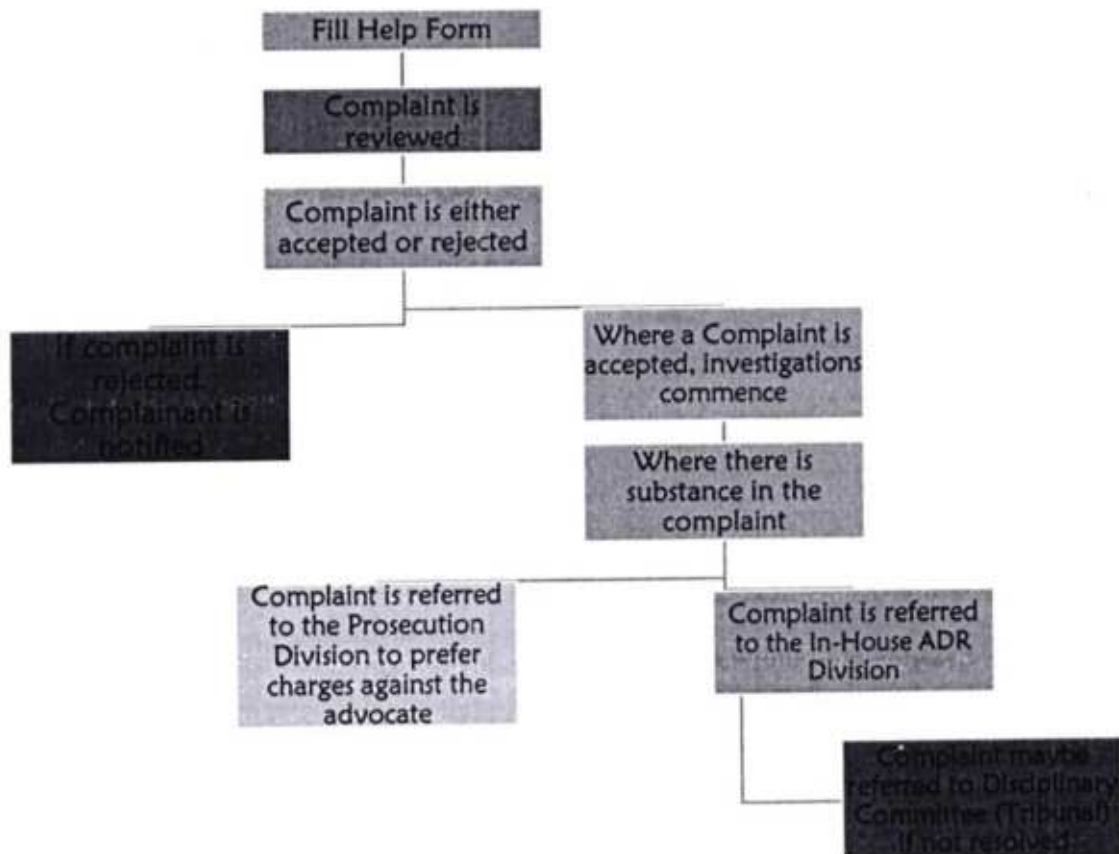
3.2.1 Other Functions of the ACC

14. Other functions of the ACC include:

- (i) Advise the Attorney General on the regulation of the legal profession
- (ii) Enforce orders of the DT and courts;
- (iii) Formulate, implement and oversee programmes to raise awareness on advocate-client relationships;
- (iv) Plan and undertake legal aid clinics and stakeholders' consultative fora;
- (v) Undertake research on legal and policy issues on the discipline of the legal profession;
- (vi) Develop, implement and update an e-e-platform for information and knowledge sharing;
- (vii) Fostering a corporate culture that enhances ethical and good corporate governance;
- (viii) Develop, implement and manage a database for complaints against advocates, firms of advocates or any member or employee thereof;
- (ix) Develop, review and implement policies, strategies, legislations, guidelines, frameworks, norms, regulations, plans, standards and programmes on handling complaints against advocates;
- (x) Spearhead Business Processes Re-engineering in the Secretariat;
- (xi) Coordinate client satisfaction survey on services offered;
- (xii) Maintain a risk register for the Secretariat and
- (xiii) Represent the office of the Attorney-General and provide legal advice in meetings, multi-agency committees, workshops, task forces, tribunals, boards of state corporations and working groups.

4.0 ACC DISCIPLINARY PROCESS

15. The ACC complaint processes/disciplinary process is as given below: -



5.0 ACC REVIEW AND INVESTIGATION PROCESS

16. Review and investigation at the ACC is undertaken by the Review and Investigation Division. The following steps are undertaken during the process:

- i. The complaint is received by the Registry and Support Services personnel, and a reference number is assigned.
- ii. The referenced complaint is allocated to state counsel in (R&I) for screening and review to determine the validity of the complaint.
- iii. In reviewing the complaint, the state counsel is guided by the Advocates Act and the SOPPEC.

- iv. The SOPPEC sets out the principles and the minimum ethical standards that govern advocates in Kenya.
- v. Where further information or evidence is required, investigation commences.
- vi. Upon completion of the investigation the division may:
 - a) **Reject** the complaint if it lacks substance (in the first instance or after investigations) – **Sec 53(4)(a)**.
 - b) **Refer** the matter for **Alternative Dispute Resolution** if the complaint is not of a serious or aggravated nature - **Sec 53(5)**.
 - c) **Refer** the matter to the Disciplinary Tribunal for **Prosecution** where it appears that there is substance in the complaint and the matter constitutes or appears to constitute a disciplinary offense - **Sec 53(4)(b)**
 - d) **Advise** the complainant to refer the matter to court where it appears that there is substance, but that the circumstances of the case do not disclose a disciplinary offence with which the Disciplinary Tribunal can properly deal and that the Commission itself should not deal with the matter. **Sec 53(4)(e)**.

6.0 MEDIATION/ADR UNDER THE ADVOCATES ACT

17. Although the **Advocates Act (Cap 16 Laws of Kenya)** does not explicitly create a framework for **Alternative Dispute Resolution (ADR)**, including **mediation**, it plays a supportive role in the broader legal system that promotes ADR.

1) Legal Recognition of ADR in Kenya

18. ADR is recognised under **Article 159(2)(c)** of the **Constitution of Kenya, 2010**, which obligates courts to promote alternative forms of dispute resolution, including reconciliation, mediation, arbitration, and traditional dispute resolution.

19. The **Civil Procedure Act (Section 59A–59D)** and **Civil Procedure Rules (Order 46)** specifically provide for **court-annexed mediation**. Advocates are integral to the operationalization of these laws, often serving as either mediators or legal representatives in ADR processes.

2) Role of Advocates

20. Advocates are expected to **advise clients on ADR options** before initiating litigation. Many advocates undergo **mediation accreditation** and are listed in the Judiciary's **Court-Annexed Mediation Registry**. Under the **Advocates (Professional Conduct) Regulations**, it is considered good practice for an advocate to explore out-of-court settlements in the client's best interest.

3) Professional and Ethical Considerations

21. The LSK Code of Conduct binds advocates to act in clients' best interests, which includes promoting amicable settlement where appropriate. They must maintain confidentiality and neutrality when acting as mediators.

7.0 THE USE OF ADR IN RESOLVING COMPLAINTS OF PROFESSIONAL MISCONDUCT AT ACC

22. The use of ADR in the resolution of complaints of professional misconduct is an alternative method of resolving and managing professional misconduct complaints outside the Judicial process (Courts of law) and Quasi-Judicial Process e.g. the DT. It is a mechanism that expedites the resolution of professional misconduct disputes.

7.1 The ACC's IHADR Mechanism

23. The ACC promotes reconciliation, encourages and facilitates amicable settlements of Complaints between advocates and complainants through its In-House Alternative Dispute Resolution (IHADR) mechanism.⁶ The ACC's IHADR mechanism is a hybrid of mediation, negotiation and conciliation and is undertaken through the Commission's ADR Division.

24. Resolution of complaints through the IHADR mechanism is encouraged at any stage of the process. IHADR is confidential and voluntary, and such consent must be obtained. A Complaint is received in the ADR Division from the Review and

⁶ Section 53 (5) of the Advocates Act, Cap 16 Laws of Kenya

Investigation Division or the Prosecution Division recommending the IHADR Process. This mechanism is aimed at reducing the number of pending complaints and it is in line with the government's policy objective of promoting access to justice.

7.2 Why the IHADR Process

25. The IHADR Mechanism is employed for various reasons, including: -The Kenyan Constitution encourages ADR as a principle in coming to a negotiated settlement.

- i. Addressed the delays in the conclusion of cases at the Advocates Disciplinary Tribunal.
- ii. Preserves relationships of parties
- iii. Confidentiality of parties' issues is maintained.
- iv. Undertaken on a without prejudice basis.
- v. Cost-effective
- vi. Higher compliance levels as parties are more likely to abide by the negotiated outcome.

7.3 Parties & Roles in the ACC's IHADR Process

26. The Parties in the IHADR process include: -

- a) Complainant
- b) Commissioner/Facilitator
- c) Advocate

27. The role of the parties includes: -

- i. Uphold and maintain decorum and confidentiality.
- ii. Participate in all discussions fairly and diligently.
- iii. Make full disclosure of material facts relevant to the Professional Misconduct dispute.
- iv. Attend all scheduled meetings.

- v. Strictly adhere to the agreed timelines.

7.4 Disputes Appropriate for IHADR

28. The following are complaints which can be subjected to IHADR:

- i. Complaints on withholding the client's funds.
- ii. Complaints on failure to render any or adequate professional services.
- iii. Complaints on failure to account for clients' funds and or commingling
- iv. Complaints of Unreasonable failing to keep the client informed of the status of their matter.
- v. Complaints referred to by the DT
- vi. Complaints on advocates exercising lien.
- vii. Complaints of unjustly claiming high fees or conversion of the client's funds or property.

7.5 Complaints not Appropriate for IHADR

29. Complaints which are serious and aggravated in nature cannot be subjected to IHADR. These include:

- a) Complaints whose facts disclose fraud,
- b) Complaints where the Advocate obtains money to purportedly influence justice,
- c) Complaints that disclose outright the disgraceful and dishonourable conduct of an Advocate.
- d) Complaints relating to cheques dishonoured upon presentation at the bank
- e) Complaints of advocates practising without having in force a valid PC
- f) Complaints whose issues are pending before courts.

7.6 The IHADR Process

30. The nature of the IHADR process at the commission is as follows:

- i. The IHADR sessions are voluntary in nature and geared towards a party-centric solution.
- ii. An advocate or a complainant may request the ADR sessions.

- iii. The Commission may also propose to the parties the availability of the IHADR mechanism.
- iv. However, both parties are required to formally consent to the IHADR process.
- v. Parties have the right to withdraw their dispute at any time.
- vi. IHADR may be conducted physically or virtually.

7.7 The IHADR Agreement

31. Where parties have reached an agreement, the issues agreed upon shall be put in writing. The IHADR settlement will set out: -

- i. The file/case details and the names of parties present in the session
- ii. The nature of the complaint and issues in contention
- iii. Agreed and non-agreed issues
- iv. Terms of settlement
- v. Undertakings given by either party
- vi. Payment plans, where applicable
- vii. Default clause

32. The signed IHADR agreement will represent the final position between the parties and will be in full and final settlement of the dispute.

7.8 Compliance and Enforcement of IHADR Agreements

33. The compliance and enforcement of the IHADR agreements is undertaken as follows:

- 1) The IHADR agreement should set out the mode and time of compliance.
- 2) Such compliance should be within 3 months of agreement.
- 3) The parties may consent to an extension of the time for compliance.

- 4) Where there is a default, the default clause may be enforced by the ACC or the complainant.
- 5) Upon compliance, the ACC file is closed, and the parties are notified.
- 6) In case of default, the ACC may proceed to file appropriate charges against the Advocate before the DT.

7.9 Circuit ADRS

34. Every financial year the ACC contracts to take its services closer to the people through the conduct of IHADR in the Counties. This activity is aimed at enhancing access to justice by ensuring the timely resolution of complaints. The conduct of the circuit ADRs is in line with the government's policy objective of decentralisation of service delivery. They also facilitate the reduction of the number of pending complaints at the county level.

8.0 PROSECUTION BEFORE THE DISCIPLINARY TRIBUNAL BY ACC

35. Prosecution of complaints by the ACC is as follows:

- i. ACC has the mandate of referring matters to the DT for prosecution. **(Section 53(4), (b)).**
- ii. State counsel at the prosecution division are responsible for drafting affidavits of charge.
- iii. The affidavits of charge are sworn by the Commissioners **(Rule 6 (1) of the Advocates (Complaints Commission) Rules, 1991)** as the Complainant.
- iv. **The Complainant at the DT becomes a witness and therefore DOES NOT have the authority to withdraw a complaint without the consent of the ACC.**
- v. The affidavits of charge are commissioned and thereafter filed at the DT secretariat (LSK).
- vi. The DT Secretariat receives the affidavits of charge and allocates a DT number.
- vii. The State Counsel then prosecutes the charges on behalf of the Complaints Commission at the DT.

8.1 Prosecution Stages

36. At the DT the complaints go through the following prosecution stages:



8.2 Sanctions at the DT

37. An advocate who is found guilty may be issued with the following sanctions:

- i. **Admonishment.**
- ii. **Suspension** from practice for a specified period not exceeding five years.
- iii. **Striking off** an advocate's name from the roll of advocates, or
- iv. **Fine-** an advocate is ordered to pay an amount not exceeding **one (1) million** shillings; or
- v. An Order for the advocate to **pay** the aggrieved person **compensation** or **reimbursement** not exceeding **five (5) million** shillings; OR
- vi. Such a **combination** of the above **orders**.

38. An advocate aggrieved by the decision of the DT may appeal against the decision at the High Court (Sec 62) and Court of Appeal (Sec. 67). They may also apply for judicial review orders at the High Court.

9.0 THE ROLE OF ACC IN ENHANCING ACCESS TO JUSTICE

39. The ACC promotes access to justice through:

- i. Provision of free legal advice on professional misconduct against advocates.
- ii. Conducting timely investigations into complaints of professional misconduct.
- iii. Provision of free prosecutorial services before the DT.
- iv. Provision of free ADR fora for disputants.
- v. Sensitizing members of the public on the mandate of the ACC through media such as Radio and TV talk shows, webinars and physical county visits.
- vi. Provision of free legal advice on professional misconduct against advocates.
- vii. Conducting timely investigations into complaints of professional misconduct.
- viii. Provision of free prosecutorial services before the DT.
- ix. Provision of free ADR fora for disputants.
- x. Sensitizing members of the public on the mandate of the ACC through media such as Radio and TV talk shows, webinars and physical county visits.

10.0 ACC SUCCESSES IN THE FY 2024/25

40. In the Financial Year 2024/25 the ACC achieved the following:

10.1 Overall Statistics

41. The ACC overall statistics for the FY 2024/25 on the processing of the complaints include:

No.	Description	FY 2024/25				
		Q1	Q2	Q3	APR 25	TOTAL
1.	New Complaints Received	258	309	308	92	967
2.	Classified files opened	90	104	132	140	430
3.	Clients served	765	703	911	257	2,636
4.	Clearance certificate request received	79	71	185	50	385

5.	Clearance certificate approved	76	70	162	46	354
6.	Clearance certificate not approved	3	1	23	4	31
7.	Total number of files closed (Review and Investigation)	341	845	130	49	1365

10.2 ADR Process

42. The successes arising from the IHADR processes by the ACC include: -

No.	Description	FY 2024/25
		Jul. 2024 – Apr. 2025
1.	No. of complaints subjected to ADR	326.
2.	No. of complaints settled	99
3.	No. of Circuits conducted	6 Nairobi, Kiambu, Machakos, Mombasa, Meru, Kisumu
4.	Amount of money ACC has facilitated recovery on behalf of complainants	Kes. 85,411,394.40/=

10.3 Prosecution Process

43. The successes arising from the Prosecution processes by the ACC include:

No.	Description	FY 2024/25
		Jul. 2024 – Apr. 2025
1.	Number of affidavits of Charge drafted and signed.	187
2.	No. of Further & Replying affidavits prepared and filed at the DT.	27

3.	Total number of files prosecuted at the DT by ACC in the reporting period	1114
4.	Number of complaint cases disposed of by the DT via withdrawal, consent, acquittal, settled, dismissal and convictions	<p>Convictions- 100</p> <p>Dismissed/Acquittal – 4 (out of 104 judgements delivered)</p> <p>Settled - 85</p> <p>Abated - 4</p> <p>Withdrawn - Nil</p>
5.	Number of advocates struck off the Roll	<p>3</p> <p>a) Billy Amendi DTC 26/2013; w.e.f 02-09-2024(The same was stayed pending determination of a Judicial Review)</p> <p>b) Emmanuel Koskei- DCC 169/2009; w.e.f 13-01-2025</p> <p>c) Sena Charles – DCC 09/2019; w.e.f 14-04-2025</p>
6.	Number of advocates suspended.	<p>3</p> <p>a) Kaleseeni Musisya DTC 154/21; 1 year w.e.f 09-09-2024</p> <p>b) Walter Mayaka- DCC 131/16; 1 year w.e.f. 10-02-2025</p> <p>c) Lydia Mutisya – DTC 09/18; 3 years w.e.f 03-03-2025</p>
7.	Total costs awarded by the DT to the ACC	1, 232,500/=

10.4 Research and Outreach Programmes

44. The successes arising from the outreach programmes by the ACC include:

No.	Activity/Programme	FY 2024/25 1 st July 2024 – 29 th April 2025
1.	No. of Public Sensitization Programmes and Legal Aid Clinics on the functions and mandate of the ACC	6 <ol style="list-style-type: none"> i. 3 Virtual (Webinars) held on 19.09.2024, 17.10.2024, and 10.04.2025 ii. 3 Physical <ul style="list-style-type: none"> • Machakos – PCEA Syokimau 14.07.2024 • Nairobi – Nairobi International Trade Fair 23.09.2024 – 29.09.2024 • Nairobi – LSK Legal Week 28.10.2024 to 30.10.2024
2.	No. of Guest Lectures conducted at the Kenya School of Law and Law Schools	8 <ol style="list-style-type: none"> i. 7 guest lectures conducted at the Kenya School of Law (KSL) held on 23rd and 27th Sept. 2024 ii. 1 public lecture conducted at Daystar University, School of Law, Main Campus, Athi-River held on 24 Oct. 2025

11.0 BACKGROUND TO THE PETITION BEFORE THE SENATE AND COMPLAINT(S) BEFORE THE ACC

11.1 Background

45. In 2003, approximately 6,000 ex-employees of Kenya Breweries Limited (KBL) including the Petitioners, filed a representative suit, namely **Nairobi HCCC No. 279 of 2003- Lawrence Nduttu & 156 Others versus Kenya Breweries Ltd.** Through the said suit, the claimants sought compensation for unlawful and unfair termination of employment by the Defendant. Hon. Justice Serگون, through a judgment delivered on 24th January 2018, ordered as follows:

- a) A declaration that the Plaintiffs' early retirement was in breach of the Constitution and their terms of employment;
- b) The Defendant to pay the Plaintiffs one month's salary as damages for loss of employment;
- c) The defendant to refund the Plaintiffs the sums of **Kes. 30,180,685/** in the following proportions:

Plaintiffs represented by Namada & Co. Advocates	Kes. 20,775,144/
Plaintiffs represented by J. Harrison Kinyanjui & Co. Advocates	Kes. 9,405,541/

- d) The above sums to bear interest from the date of judgment till payment in full.
- e) The Defendant is to bear the costs of the suit.

46. Following the delivery of judgment, Mr. Harrison Kinyanjui wrote to Kaplan & Stratton Advocates vide the letter dated 29th March 2018, seeking payment of the sums awarded to the 125 claimants he represented. In their response dated 10th April 2018, Kaplan & Stratton Advocates requested Mr. Kinyanjui to clarify whether the payment of Kes. 9,405,501 would be in full and final settlement of the suit, inclusive of costs. Kaplan & Stratton Advocates also forwarded a template of the discharge voucher for execution by the claimants.

47. Mr. Kinyanjui responded vide the letter dated 5th June 2018, forwarding the duly signed discharge vouchers, where each claimant confirmed that the receipt of the sums indicated in the discharge voucher would be in "*full and final settlement*" of the matter. Kaplan & Stratton Advocates subsequently paid the sum of **Kes. 14,756,312.35** to Mr. Kinyanjui's account on **21st January 2022** through RTGS transfer.

48. The said amount comprised:

Decretal sum as per the judgment	- Kes. 9,405,541
Interest up to 31st November, 2021	- Kes. 4,350,771
Party and party costs	- Kes. 1,000,000
Total	- Kes. 14,756,312

49. Both advocates then executed the consent dated 11th January 2022, marking the suit as settled.

11.2 Complaint against Mr. Harrison Kinyanjui

50. The Petitioners lodged a complaint against Mr. Harrison Kinyanjui, advocate, vide a Help Form dated the 9th February, 2023. The Petitioners made the following allegations against the advocate:

- i. That they instructed the advocate to represent them in Nairobi HCCC No. 279 of 2003; Lawrence Nduttu & Others vs. Kenya Breweries Limited, which instructions the advocate accepted and proceeded with the petitioners' instructions to the suit's logical end.
- ii. That the advocate allegedly represented 125 plaintiffs out of the 6000 plaintiffs in the suit. Judgment in the matter was delivered in favour of the 125 Plaintiffs represented by Mr. Harrison Kinyanjui, advocate, for a sum of **Kshs. 14,756,312** being the decretal sum plus costs and interest (*Enclosed herewith and marked 'ACC 1' is a copy of the Judgment*).
- iii. That the said sum of **Kes. 14,756,312** paid to the advocate by way of RTGS transfer, comprised of the following:

Decretal sum as per the judgment	- Kes. 9,405,541
Interest up to 31st November, 2021	- Kes. 4,350,771
Party and party costs	- Kes. 1,000,000
Total	- Kes. 14,756,312

- iv. The four Petitioners out of the 125, represented by Mr. Harrison Kinyanjui, advocate alleged that he failed to lodge an appeal as promised, overcharged them and/or withheld their money.

51. After enquiry and due consideration of the complaint, the ACC communicated its decision to reject the Petitioners' claims of professional misconduct against the advocate on the ground that the complaint did not disclose a disciplinary offence with which the DT can properly deal. *(Enclosed herewith and marked 'ACC 2' is a copy of the Commission's letter to the Petitioners dated the 24th July, 2024)*

52. The Commission further advised the Complainants of the options available to them in case they are dissatisfied with the decision to reject their complaint, which are:

- i. Filing their complaints directly to the DT as provided under Section 60(1) of the Advocate's Act, Cap. 16, Laws of Kenya; and
- ii. The right of appeal against the Commission's decision at the High Court as provided for under Section 53(8) of the Advocates Act, Chapter 16, Laws of Kenya. *(Enclosed herewith and marked 'ACC 3' is a copy of the Commission's letter to the Clerk of the Senate dated 1st April 2025, containing further details of the handling of the complaint by the ACC).*

11.3 The Petition Before the Senate

53. Following the decision of the ACC, the Petitioners/Complainants filed the current Petition before the Senate concerning "The alleged failure by Kenya Breweries Limited, Kaplan & Stratton Advocates and Harrison Kinyanjui Advocates to Pay Compensation awarded to the Petitioners." The Petitioners made the following prayers:

- 1) That the Senate investigates the matter to recommend that the outstanding dues for the Petitioners be settled; and
- 2) Investigate the matter, address and make recommendations on the actions of commission or omission on the part of the advocates for the Petitioners.

54. The Senate Standing Committee on Labour and Social Welfare, through the letter dated 24th March 2025 by the Clerk of the Senate, requested the ACC to submit a comprehensive report in response to the issues raised in the Petition. The Committee also invited the Secretary to the Commission to appear before it on 8th April 2025. The ACC did submit a report dated 1st April 2025 detailing its handling of the complaint by the Petitioners against Mr Kinyanjui. *(Enclosed herewith and marked 'ACC 4' is a copy of the Commission's response dated the 1st of April 2025)*. The Secretary to the Commission also appeared before the Committee on 8th and 10th April 2025.

11.4 New Complaints Filed at The ACC Post the Senate Proceedings

55. After appearing before the Committee, the ACC received new complaints by Mr. George Njoroge Njigu and Mr Lourence Nduttu (part of the complainants in the original complaint to the ACC), vide our Help Forms dated 24th April 2025, against Mr. Peter Mbuthia Gachuhi of Kaplan & Stratton Advocates. They alleged **THAT**:

- i. The advocate has failed to pay them damages for loss of employment equivalent to one (1) month's salary at the time of termination of employment despite other claimants represented by other advocates having been paid.
- ii. The advocate lied before the **Senate's Labor and Welfare Committee**.
- iii. The advocate paid the interest due on the refundable deposit award up to **30th November, 2021** whilst the funds were remitted on **21st January, 2022**. Their complaint is that the advocate failed to remit the interest for the 2 months.
- iv. The advocate failed to show how the interest paid on the refundable deposit award was computed.

56. Having reviewed the complaints, it is the ACC's view that the said complaints fall outside our mandate, hence we shall be rejecting them. The decision to reject the complaints is based on the following grounds:

- i. While it is a fact that the Petitioners were awarded one (1) month's salary in the judgment delivered on 24th January 2018, the said amount was to be paid by KBL and not the advocate. It is KBL, and not the advocate, that was ordered to pay the claimants as per the contents of the judgment. The complainants, therefore, cannot claim payment from the advocate.
- ii. The two complainants, being part of the 125 claimants represented by Mr. Harrison Kinyanjui, signed discharge vouchers in consideration of the payment of **Kes. 14,756,312.35**, comprising the sums withheld by KBL as security plus interest and costs. By signing the discharge vouchers, the claimants discharged KBL *from all claims or any further liability arising from the claimants' former employment with KBL and in the suit*. Additionally, the claimants waived their right to make any future claims for any amounts, benefits or entitlements that may be due to them from KBL.

Even though the amount the claimants received did not include compensation for loss of employment, going by the terms of the discharge voucher, the claimants waived their right to make a claim for it against the company. Noting that the terms of the discharge voucher are legally binding upon the claimants, the Defendant is not obligated to make additional payments in respect of the subject claim unless the discharge voucher is declared invalid.

- iii. After the signing of the discharge vouchers, Mr. Harrison Kinyanjui and the defendant's advocate executed a consent dated **11th January, 2022** marking the subject suit as settled and the subject funds, **Kes. 14,756,312.35** were remitted into Mr. Harrison Kinyanjui's client account on or about **21st January 2022**. *(Enclosed herewith and marked 'ACC 5' is a copy of the Consent dated 11th January 2022)*

- iv. The two Complainants/Petitioners also raised the issue of the interest due on the amount withheld by KBL, having been paid up to **30th November, 2021**, yet the funds were remitted on **21st January 2022** and further failing to show how interest due was computed. From our records, we note that via a letter dated **20th December 2021**, Mr. Peter Mbuthia Gachuhi, advocate, provided Mr. Harrison Kinyanjui with a breakdown of the amounts payable, including the interest in the dispute.

In his response via a letter dated **12th January 2022**, Mr. Harrison Kinyanjui, advocate, did not dispute the interest as computed, hence Mr. Peter Mbuthia Gachuhi and the firm of Kaplan & Stratton cannot be faulted for advising their client to remit the amounts as per his aforementioned letter. *(Enclosed herewith and marked 'ACC 6 A & B' is a copy of the letter dated 20th December 2021 from Kaplan & Stratton Advocates and the letter dated 12th January 2022 from Mr. Harrison Kinyanjui)*

57. Based on the foregoing, neither the Commission nor DT can properly deal with the complaints by the two Claimants. We advise that they should seek the appropriate redress before a court of law as provided for under section 53 (4) (e) of the Advocates Act, which provides: -

"if it appears to the Commission that there is substance in a complaint but that the circumstances of the case do not disclose a disciplinary offence with which the Disciplinary Committee can properly deal and that the Commission itself should not deal with the matter but that the proper remedy for the complainant is to refer the matter to the courts for appropriate redress the Commission shall forthwith so advise the complainant."

12.0 ACTIONS TAKEN BY ACC TO ENFORCE THE SENATE'S RESOLUTION

58. The Clerk of the Senate, vide the letter dated 22nd April 2025, communicated the decision of the Senate Standing Committee on Labour and Social Welfare directing

the Commission to undertake specific actions relating to the Petition before it and submit a report. The relevant section of the letter states as follows:

"During the meeting, the Committee noted that Kenya Breweries Limited is yet to fully comply with the Court ruling and resolved that the Advocates Complaints Commission, in accordance with its mandate, undertakes mediation to facilitate the enforcement of the judgment award, particularly the payment of one month's salary and accrued interest to the Petitioners, as pronounced in HCCC No. 279 of 2003- Lawrence Nduttu & 125 Others Vs Kenya Breweries Limited & Another, by undertaking the following actions-

- 1. Request full disclosure from Kenya Breweries Limited (KBL) of all compensation disbursement records issued in compliance with the court judgment and reconcile these with actual amounts received by the Petitioners.*
- 2. Convene oral hearings with both law firms mentioned in the Petition and request for the production of the following documentation-*
 - a) Fee agreements;*
 - b) Powers of attorney (if any);*
 - c) Payment instructions; and*
 - d) Client account transaction records;*
- 3. Evaluate compliance with statutory, ethical and fiduciary obligations by the Advocates involved, especially regarding the handling of client funds, instructions and the settlement of the full decretal amount as awarded by the High Court; and*
- 4. Examine the High Court record in HCCC No. 279 of 2003 and compare its contents with the Petition to identify any overlaps, unresolved issues or contradiction requiring clarification." (Enclosed herewith and marked 'ACC 7' is a copy of the letter dated 22nd April 2025 from the Clerk of the Senate)*

59. In compliance with the Standing Committee's Resolution, the ACC, vide the letter dated 2nd May 2025 addressed to Mr. Peter Mbuthia Gachuhi and Mr. Harrison Kinyanjui, invited the advocates to a meeting to be held on Thursday, 8th May 2025

at the Commission's office at 11.00am. *(Enclosed herewith and marked 'ACC 8' is a copy of the letter dated 2nd May 2025 addressed to Mr. Peter Mbutia Gachuhi and Mr. Harrison Kinyanjui)* The letter was served and received by the two advocates on 2nd May 2025. However, Mr. Harrison Kinyanjui indicated that the date was not convenient since he was scheduled to attend a hearing before the Court of Appeal on the same date. *(See comments from the Advocate on the letter dated 2nd May 2025 marked ACC 8).*

60. The Secretary to the Commission reached out to Mr. Harrison Kinyanjui on phone to find out what days were convenient for him. Considering the short timelines provided to the ACC for the submission of its report to the Senate, it was agreed that Mr. Kinyanjui would appear before the ACC on Thursday, 8th May 2025 at 8.30am. This prompted a further letter to Mr. Kinyanjui communicating the change in time. *(Enclosed herewith and marked 'ACC 9' is a copy of the letter dated 5th May 2025 addressed to Mr. Kinyanjui)*

61. Although the ACC had intended to have a joint hearing of the two advocates, this was not possible due to a clash of schedules. It was, therefore, agreed that Mr. Harrison Kinyanjui would be heard at 8.30am while Mr. Peter Mbutia Gachuhi would be heard at 11.00am as earlier communicated to the advocates.

62. Through the invitation letters, the ACC requested the two advocates to avail specified information and documents as guided by the letter from the Clerk of the Senate dated 22nd April 2025. Specifically, the ACC requested the following:

- 1) All compensation disbursement records from KBL in compliance with the court judgment.
- 2) All records relating to the payments made to the petitioners;
- 3) Fee agreements;
- 4) Powers of attorney (if any);
- 5) Payment instructions;
- 6) Client account transaction records; and
- 7) Any other relevant documents/information.

13.0 ISSUES ADDRESSED IN THE HEARINGS AND ENFORCEMENT OF THE SENATE'S RESOLUTION

63. The ACC identified the following issues to be addressed during the oral hearings:

- i. Instructions by the claimants to Mr. Harrison Kinyanjui.
- ii. Fee agreements between Mr. Kinyanjui and the claimants.
- iii. The total amounts paid as settlement by KBL to Mr. Harrison Kinyanjui and proof of such payment.
- iv. Where are the funds for the unpaid claimants being held?
- v. The computation of the interest paid on the funds being held as security by KBL.
- vi. The reasoning behind the drafting and signing of discharge vouchers indicates a final settlement, yet the claimants had not been paid the 1-month salary in lieu of notice.
- vii. What is the legal implication of the signing of the discharge vouchers by the claimants?
- viii. Responses by the advocates on the apparent contradictory terms of the discharge voucher and the consent.
- ix. Are the discharge vouchers valid considering the disparity between their terms, the terms of the consent executed by the advocates and the judgment delivered on 24th January 2018?
- x. Which is the best forum to address the legality/validity of the discharge vouchers?
- xi. Responses by the advocates on the issue of payment of 1-month salary in lieu of notice.
- xii. Does ACC have the mandate/power to mediate the dispute between the claimants and KBL on the payment by KBL of the 1-month salary in lieu of notice?
- xiii. What is the way forward?

14.0 OUTCOME OF THE ORAL HEARING

64. The oral hearings were conducted on 8th May 2025. Mr. Harrison Kinyanjui appeared before the ACC from 8.30 a.m., and later Mr. Peter Mbuthia Gachuhi from 11.00 a.m.

65. The quorum of the meetings was as follows:

Session	Time	Quorum
One (1)	8:30 a.m.	<ul style="list-style-type: none"> i. Hon. Moses Cheboi, CBS - Chairman ii. Comr. Mueni Kalola iii. Comr. Peter Nyaga iv. Comr. Beryl Zoraima v. Mr. George Nyakundi - Commission Secretary vi. Mr. Harrison Kinyanjui – Senior Partner, J. Harrison & Kinyanjui Advocates vii. ACC Secretariat Members <ul style="list-style-type: none"> a) Anthony Mbua – Principal State Counsel b) Naghea Daido - Principal State Counsel c) Dennis Njagi - Principal State Counsel
Two (2)	11:00 a.m.	<ul style="list-style-type: none"> i. Hon. Moses Cheboi, CBS - Chairman ii. Comr. Mueni Kalola iii. Comr. Peter Nyaa iv. Comr. Beryl Zoraima v. Mr. George Nyakundi - Commission Secretary vi. Mr. Peter Mbuthia Gachuhi – Senior Partner, Kaplan & Stratton Advocates vii. Mr. Victor Njenga - Partner, Kaplan & Stratton Advocates. viii. Ms. Eva Kagundu - Legal Manager, KBL ix. ACC Secretariat Members <ul style="list-style-type: none"> a. Anthony Mbua – Principal State Counsel b. Kenneth Kikwai – Principal State Counsel c. Naghea Daido - Principal State Counsel d. Dennis Njagi - Principal State Counsel

66. The outcome of the sessions is as outlined below.

14.1 Appearance by Mr. Harrison Kinyanjui

1) Instructions by the Claimants

67. Before his appearance before the Commission, Mr. Harrison Kinyanjui forwarded a bundle of documents via email on 7th May, 2025 in response to our letter. (*Enclosed herewith and marked 'ACC 10 is a copy of email dated 7th May 2025 from J. Harrison Kinyanjui & Co. Advocates and bundle of documents*). During the session, Mr. Kinyanjui explained that before he was instructed, the entire group of approximately 6,000 claimants were represented by three law firms, namely Gitobu Imanyara & Co. Advocates, Namada & Co. Advocates and O.P. Ngoge & Co. Advocates. Some of the claimants left the firm of Gitobu Imanyara & Co. Advocates and sought representation from his firm. Specifically, about 125 claimants approached him, led by Mr. Lawrence Kyalo Ndutu. Mr. Kinyanjui explained that since the 125 claimants were previously represented by the firm of Gitobu Imanyara & Co. Advocates, the said firm wrote to him instructing him to act for them. The ACC requested Mr. Kinyanjui to provide a copy of the letter from Gitobu Imanyara & Co. Advocates. The ACC is yet to receive the said letter from the firm.

68. Mr. Kinyanjui further stated that the firm of O.P. Ngoge & Co. Advocates, which initially represented all the claimants, objected his appointment by the claimants. However, Hon. Lady Justice Ang'awa ruled that the 125 claimants be represented by his firm. This position was further confirmed by the Court of Appeal and the Supreme Court after O.P. Ngoge & Co. Advocates preferred appeals to the said courts against the decision by Hon. Lady Justice Ang'awa.

2) Fee Agreement

69. Mr. Kinyanjui asserted that no fee agreement was signed between his firm and the claimants. However, during the pendency of the suit, Nairobi HCC No. 279 of 2003, the claimants had paid him the sum of Kes. 55,000 meant to cover disbursements such as photocopying of documents and filing fees. (*Enclosed herewith and marked 'ACC 11' is a copy of the email dated 9th May 2025 from Mr Kinyanjui regarding the fee paid to him by the claimants*) No further sums were

paid to him by the claimants either while representing them in the KBL case and/or the proceedings before the Court of Appeal and the Supreme Court (initiated by O.P. Ngoge Advocates), on the issue of his representation of the 125 claimants.

70. Mr. Kinyanjui also stated that he had received a fee note from the firm of Gitobu Imanyara & Co. Advocates where they sought payment of Kes. 2,500,000 for the services provided to the claimants.

3) Total amounts paid to Mr. Kinyanjui by KBL as Settlement

71. Mr. Kinyanjui confirmed that the sum of **Kes. 14,756,312** was paid to him by KBL's advocates, Kaplan & Stratton Advocates, on **22nd January 2022**. Mr Kinyanjui explained that the said amount was paid after the claimants had signed Discharge Vouchers, which were forwarded to KBL for them to execute the payment of **Kes. 14,756,312**. The said sum of **Kes. 14,756,312** paid to the advocate by way of RTGS transfer, comprised of the following:

Decretal sum as per the judgment	- Kes. 9,405,541
Interest up to 31st November 2021	- Kes. 4,350,771
Party and party costs	- Kes. 1,000,000
Total	- Kes. 14,756,312

4) The number of claimants who have received their dues

72. Mr. Kinyanjui explained that he made payments to all claimants through bankers cheques, save for the ones who were deceased and their estates didn't present documentation to show the appointed administrator. These were estimated to be around 46 out of the 125 claimants that he represented.

73. The payments he made were based on the list from KBL advocates, which list was cross-checked and verified by Mr. Nduttu and Mr. Kinyanjui's Accountant i.e. Lawrence Karogo Thoithi. Mr Kinyanjui further explained that before making payments to the individual claimants, he had received a Schedule of payments from Lawrence Nduttu under a forwarding letter from an entity named "KEN-BREX SACCO GROUP".

74. The forwarding letter indicated that the advocate should deposit the remittances of all the 125 claimants to an Equity Bank Limited account belonging to the said Sacco. Mr. Kinyanjui indicated that he declined to remit the claimants' dues to KEN-BREX SACCO GROUP and insisted that he would be issuing bankers' cheques to each individual claimant. The advocate also added that his refusal to transfer the claimants' dues to the Sacco was also informed by communication from some claimants who dissociated themselves from the said Sacco and requested that their dues be paid directly to them. Mr. Kinyanjui alleged that his refusal to pay the claimants' dues through the "Sacco" is what precipitated the malice by Mr Nduttu, leading to the complaint against him before the Commission.

75. Mr. Kinyanjui further explained that in the computation of what each claimant was entitled to, he factored in bank charges of Kes. 300 for every banker's cheque. Additionally, the sum of Kes. 600,000 was retained in the Client Account to cover the expenses of the pending appeal. He explained that these costs were explained to Mr. Nduttu and the other claimants. Mr. Kinyanjui also explained that there were cheques that were returned due to misspelt names, which incurred a further fee of Kes. 300 drawn from the settlement amount.

5) The number of claimants who have not received their dues

76. Mr. Kinyanjui informed the ACC that he still has in his possession bankers' cheques drawn in the names of claimants who have since passed on. Their dues are yet to be paid as he awaits the grant of letters of administration from the beneficiaries of the claimants' estates. He stated that this fact was well known to Mr. Lawrence Nduttu. Mr. Kinyanjui confirmed that the money belonging to the said claimants is held in the Client Account at Absa Bank.

77. Mr. Kinyanjui refuted the claims by Mr. Lawrence Ndutu that he had withheld any of the claimants' dues. He reiterated that the amounts belonging to the deceased claimants was in his Client Account and the same would be paid out once the beneficiaries obtain the grant of letters of administration.

6) Signing of Discharge Vouchers by the Claimants

78. Mr. Kinyanjui stated that the claimants voluntarily signed the discharge vouchers and that none of them was coerced. Upon being prompted on whether he advised his clients on the implication of signing the discharge vouchers, Mr. Kinyanjui explained that it is Mr. Lawrence Nduttu, having been appointed by the Court to represent the claimants, who arranged for each claimant to get a copy of the Discharge Voucher and further explained to them the implication of signing the said Vouchers. The advocate maintained that the claimants read and understood the terms of the Discharge Vouchers before signing them.

79. The ACC enquired from the advocate why he did not challenge the contents of the Discharge Voucher so that the terms could be amended to clarify that the settlement was limited to the award under paragraph 18. Mr. Kinyanjui explained that it was understood, even by KBL and their advocates, Kaplan & Stratton, that the discharge vouchers were a part payment in line with the award under paragraph 14 of the judgement and captured in the consent executed by the advocates.

7) The Contradicting Terms of the Consent Vis-à-vis the Discharge Vouchers

80. Mr. Kinyanjui explained that although the discharge vouchers were signed before the consent was executed, the terms of the consent were agreed upon before the claimants signed the vouchers. He argued that the reference to paragraph 14 in the consent meant that only the award under the said paragraph was settled. The advocate further stated that the terms of the discharge voucher are, as stated in the consent, limited to paragraph 14 of the judgment and that it was not the intention to settle the entire suit. He added that it was clear even to the claimants that what they received from KBL was **part payment** of their dues under the judgment delivered on 24th January 2018 in **Nairobi HCC No. 279 of 2003**. Mr. Kinyanjui clarified that the 125 claimants were entitled to payment of the 1-month salary in lieu of notice.

8) Pending Litigation

81. Mr Kinyanjui stated that there are pending court proceedings affecting his clients (the 125 petitioners) in relation to the one (1) month salary in lieu of notice. He added that there was a mention on 2nd May 2025, and a further mention on 12th May 2025.

14.2 Appearance by Mr. Peter Mbuthia Gachuhi

82. Before his appearance before the Commission, Mr. Peter Mbuthia Gachuhi forwarded to us an advance copy of his letter dated 8th May 2025 outlining their client's (KBL) position on the payment of their outstanding dues as captured in the Petition before the Senate. *(Enclosed herewith and marked 'ACC 12' is a copy of the letter dated 8th May 2025 from Kaplan & Stratton Advocates in response to the ACC's letter dated 2nd May 2025)*

1) Total amounts paid to Mr. Kinyanjui by KBL as Settlement

83. Mr. Mbuthia confirmed that his client paid the sum of **Kes. 14,756,312** to Mr. Kinyanjui on **21st January 2022** by way of RTGS transfer. He confirmed that the interest of **Kes. 4,350,771** was calculated up to 30th November 2021. He also added that they paid **Kes. 1,000,000/-** as a party and party costs for Mr. Kinyanjui.

2) The terms of the Consent vis-à-vis those of the Discharge Vouchers

84. Mr. Mbuthia started by stating that the law allows parties to compromise a suit once an agreement has been reached. Such a compromise is effected through a consent executed by the parties/their advocates and filed in court. He went on to add that the signing of the discharge vouchers by the claimants and the subsequent execution of the consent between the advocates meant that the **Kes. 9,405,541/=** paid by KBL was in full and the final settlement of the judgment as delivered on 24th January 2018.

85. Further, he stated that the signing of the discharge vouchers amounted to a waiver by the claimants of any further claims, including the 1-month salary in lieu of notice.

Additionally, Mr. Mbuthia explained that before the negotiations with Mr. Kinyanjui, KBL had instructed Kaplan & Stratton Advocates to file an appeal based on the fact that they had offered better terms than the statutory redundancy requirements, such as paying the claimants 4 months' salary in lieu of notice, among other payments. The settlement of the matter between KBL and Mr. Kinyanjui's claimants was therefore on the consideration that the intended appeal would not be against the said 125 claimants.

86. Regarding the reference to paragraph 14 in the consent, Mr. Mbuthia explained that this was meant to identify the plaintiffs whose claim had been settled. He refuted the claim by the Petitioners that the said reference to paragraph 14 meant that the award under paragraph 18 was yet to be settled.

87. To reinforce his position that the payment to the 125 claimants was in full and final settlement of the matter, he referred the Commission to an extract of the court proceedings attached to his letter dated 8th May 2025. The extract shows that when the parties appeared in court on 27th April 2023, Mr. Kinyanjui informed the court that the case was finalized. *(Enclosed herewith and marked 'ACC 13' is a copy of court proceedings of the appearance dated 27th April, 2023)*

3) Pending Litigation

88. In response to a query on whether there were any pending court proceedings between KBL and the claimants/petitioners, Mr. Mbuthia indicated that there is no ongoing litigation specifically between KBL and the claimants represented by Mr. Kinyanjui. He added that there were two appeals filed by other claimants: one by those represented by Namada & Co. Advocates, **Civil Appeal No. E089 of 2021** which was struck out, and **Civil Appeal No. E069 OF 2024** by Otwal & Manwa Associates Advocates, which has since been withdrawn. He further clarified that the only pending issue is the computation funds due to claimants represented by Namada & Co. Advocates, which is due for a mention in the original suit, **Milimani HCCC No. 279 of 2003**.

14.3 Post the Oral Hearings

89. Following the oral hearings, the ACC wrote to the advocates appreciating them for attending the oral sessions pursuant to the Senate's directive and requested better particulars to address some of the issues that were pending in the session. *(Enclosed herewith and marked 'ACC 14 A & B' are the copies of the letter dated 8th May, 2025 to Mr. Harrison Kinyanjui and Mr. Peter Mbuthia Gichuhi respectively)*

90. Kaplan & Stratton responded to the Commission's request and forwarded additional documents to clarify the computation of the interests and other amounts payable to the claimants. *(Enclosed herewith and marked 'ACC 15' is a copy of the letter from Kaplan & Stratton dated 12th May, 2025)*

15.0 SUMMARY OF FINDINGS AND WAY FORWARD

1) Full Disclosure from KBL on Compensation Disbursements

91. We requested Kaplan & Stratton Advocates to furnish the ACC with compensation disbursement records issued in compliance with the Court judgment. They provided us with a copy of RTGS transfer for the 125 claimants amounting to **Kes. 14,756,312.**

2) The Amount Received by Each of the Petitioners

92. From the reconciliation undertaken and the documents forwarded to the ACC by Mr. Kinyanjui, the cheques paid out to the three petitioners, and which they signed confirming receipt, are for the amounts indicated below:

NAME	AMOUNT RECEIVED	CHEQUE NO.
Lawrence Nduttu	Kes. 71,106.00	12678
George Njigu	Kes. 67,769.00	26945
James Suiyalel	Kes. 67,769.00	26946

3) Fee Agreements

93. There was no fee agreement signed between Mr. Kinyanjui and the claimants. However, Mr. Kinyanjui indicated that there is a claim for fees from the firm of Gitobu Imanyara & Co. Advocates who initially represented the claimants in the subject suit. The fee note referred to was, however, not forwarded to the ACC by the time of submitting this report.

4) Payment of 1-Month Salary in Lieu of Notice to the Claimants

94. In their Petition before the Senate, the Petitioners sought the payment of their outstanding dues by KBL. It is not in dispute that the claimants were only paid the amounts withheld by KBL, amounting to **Kes. 13,756,312/=** being the decretal sum plus interest. The 1-month salary in lieu of notice remains unpaid.

95. From the oral hearings and having reviewed the documents on record, KBL's position is that by signing the discharge vouchers, the claimants represented by Mr. Harrison Kinyanjui accepted payment of **Kes. 13,756,312/=** in full and final settlement of their claim and consideration that the intended appeal by Kaplan & Stratton against the said 125 claimants would not be filed.

96. The wording of the Discharge Vouchers is as follows:

"...I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under judgment in High Court Civil Case No. 279 of 2003 – Lawrence Nduttu & Others vs Kenya Breweries Limited ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in Suit, I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits, or entitlements

(whether known or unknown) that maybe due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers or its parent company and its insurers..."

97. Mr. Mbuthia, representing KBL, further maintains that the consent signed by the advocates cemented the settlement of the matter and that both the discharge voucher and the consent estopped the claimants from demanding or seeking any further payment from KBL.

98. Mr. Kinyanjui, on the other hand, maintains that the discharge voucher and the consent were limited to the settlement of Paragraph 14 of the Judgment delivered on 24th January 2018. The payment of Kes. 14,756,312 (including his costs), according to Mr Kinyanjui, was a partial settlement of the judgment and that the claimants are entitled to payment of the 1-month salary in lieu of notice.

99. The correspondences exchanged between Mr Kinyanjui and Mr Mbuthia appear to favour KBL's position. In his letter dated 10th April 2018, Mr Mbuthia sought clarity from Mr Kinyanjui on whether the payment of **Kes. 14,756,312/=** was in full and final settlement of the suit, inclusive of the costs and interest.

100. Through the said letter, he forwarded to Mr. Kinyanjui a template of the discharge voucher whose terms explicitly provided that the claimants would receive the **Kes. 13,756,312/=** and in full and final settlement of the suit. Mr. Kinyanjui neither objected to the terms of the discharge voucher nor responded to the question raised by Mr. Mbuthia. In his letter dated 5th June 2018, he forwarded the duly signed discharge vouchers (without any amendments) and enquired on when the funds would be released. Interestingly, in his letter dated 20th December 2021

containing the total computation inclusive of the costs and interest, Mr. Mbuthia stated as follows:

".... We will therefore be paying out the following sums to you in full and final settlement of your client's claims under the judgment and decree in the suit as well as the discharge vouchers executed by your clients..."

101. Again, Mr. Kinyanjui did not challenge the reference to the payment being in full and final settlement of his clients' claims.

102. The correspondence between the advocates coupled with the terms of the discharge voucher suggests that the payment of the Kes. 14,756,312/= was meant to be in full and final settlement of the suit. It is further notable that the petitioners did not raise concern over the terms of the discharge voucher before signing it, a fact that further buttresses the position by KBL.

103. A discharge voucher, just as pointed out by Mr. Mbuthia in his letter dated 8th May 2025, has contractual implications that bind the parties. In *Trinity Prime Investment Limited versus Lion of Kenya Insurance Company Limited* [2015] eKLR, the Court of Appeal held as follows:

"The execution of the discharge voucher, we agree with the learned judge, constituted a complete contract. Even if payment by it was less than the total loss sum, the appellant accepted it because he wanted payment quickly and execution of the voucher was free of misrepresentation, fraud and other. The appellant was thus fully discharged."

104. In his letter dated 8th April 2025 addressed to the Clerk of the Senate, Mr. Kinyanjui stated in clear terms that the claimants voluntarily and without any compulsion executed the discharge vouchers. Since the signing of the discharge vouchers was free of any fraud and/or coercion, it follows that the claimants are bound by its terms. Any challenge of the discharge voucher can only be through the court and not the Commission.

105. Having stated the above, it is imperative to also point out that on the face of it, there appears to be a disconnect between the terms of the consent and the discharge voucher. The terms of the discharge voucher are such that once it was executed, the claimants lost the right to pursue KBL for payment of any other claims arising from the judgment dated 24th January 2018. However, the terms of the consent seem to suggest that what was settled between the defendant and the plaintiffs is the award under paragraph 14. Nonetheless, noting that both the defendant and the claimants have taken varying positions on the effect of the consent as well as the discharge voucher, it is only the court that can interpret the consent and give the necessary orders.

5) Compliance with Statutory, Ethical and Fiduciary Obligations by the Advocates

106. The ACC, having considered the conduct of the advocates and further having reviewed the complaints lodged before it by the Petitioners, found that the allegations of professional misconduct cannot be sustained. The ACC's detailed findings on the issues of professional misconduct raised by the Petitioners are contained under Paragraph 50 to 57 of this Report.

107. The decision by the advocates to enter into a consent is not a violation of their ethical and/or statutory obligations. Once a client instructs an advocate, he/she confers authority upon the said advocate to compromise their case. In **Kenya Commercial Bank Ltd V Specialized Engineering Co. Ltd [1982] KLR 485**, the court held that:

- i. A consent entered into by counsel is binding on all parties to the proceedings and cannot be set aside or varied unless it is proved that it was obtained by fraud collusion or by an agreement contrary to the policy of the court or where the consent was given without sufficient material facts or in misapprehension or ignorance of such facts in general for a reason which would enable the court to set aside an agreement.*
- ii. A duly instructed advocate has an implied general authority to compromise and settle the action and the client cannot avail himself of*

any limitation by him of the implied authority to his advocate unless such limitation was brought to the notice of the other side.

108. In light of the above decision, neither of the advocates can be faulted for entering into a consent. Additionally, in reference to Mr. Kinyanjui, the claimants voluntarily and without being coerced agreed to the terms of the discharge vouchers which preceded the consent filed in court. They did not challenge the contents of the discharge vouchers nor the consent executed by the advocates.
109. Regarding the advocates' fiduciary duty, Mr. Kinyanjui in his letters to the Commission and his letter to the Senate has clarified that all claimants were paid as per the schedule of payment submitted and verified by the lead claimant, Mr. Lawrence Ndutu. He has further clarified that the only money that was not paid out are the amounts belonging to deceased claimants whose beneficiaries are yet to obtain grant of letters of administration. The said funds are held in his client account in line with the provisions of the Advocates (Accounts) Rules. Mr. Kinyanjui has, however, not provided the list of the claimants who are yet to receive their dues.
110. In the case of Mr Mbuthia, no complaint has been made against him by his client, KBL, regarding the misappropriation of funds released to him. Additionally, the Claimants cannot allege that the said advocate has not paid their 1-month salary in lieu of notice since the responsibility to pay as per the terms of judgment, even in the absence of the discharge vouchers, is on the defendant (KBL), not his advocate.

6) Pending Litigations

111. From the documents on record and oral hearings conducted, the ACC has established that the only pending litigation arising from the subject matter relates to the computation of the award due to the claimants being represented by Mr. Namada, Advocate. Further, there is no litigation affecting the claimants being represented by Mr Kinyanjui as it was marked as settled, a position that was

confirmed by Mr Kinyanjui during a court appearance on 27th April, 2023. (See document marked as ACC 13).

7) Interest Computation

112. Mr. Peter Mbuthia highlighted that the interest was computed up to **30th November 2021** once the matter was finalized in consultation with Mr. Kinyanjui. The consent arising from the discussions was executed on **11th January 2022** after the December break and the subject funds were remitted on or about **21st January 2022** soon after the same was received from the KBL. The difference was negligible, and Mr. Kinyanjui didn't raise concerns on the same after the discharge vouchers were executed and money transferred to him/clients.

16.0 CHALLENGES FACED BY THE ACC IN EXECUTION OF ITS MANDATE

113. Some of the challenges faced by the ACC in the execution of its mandate include:
- i. **Insufficient Budgetary Allocation:** The Commission is underfunded and under-resourced to effectively and efficiently cope with the ever-increasing number of complaints it receives.
 - ii. **Inadequate Staff:** Due to the restructuring within the state law office, the ACC currently has a very lean team (*14 state counsel only*) serving the whole country.
 - iii. **Minimal visibility and understanding of the Commission's mandate:** The ACC's status as a department within the larger OAG&DOJ diminishes its visibility, thus limiting members of the public's access to its services and understanding its mandate.
 - iv. **Insufficient funds to conduct physical public sensitization programmes, legal aid clinics and stakeholder engagement fora.**
 - v. **Lack of sufficient funds to conduct Circuit ADRS in the counties**
 - vi. **Non-automation of the ACC services.**
 - vii. **Lack of adequate capacity development programmes for staff.**

- viii. **Uncooperative stakeholders to assist in our processes.**
- ix. **Limited Statutory Mandate.**

17.0 CONCLUSION

114. The Senate Standing Committee on Labour and Social Welfare directed the Commission to mediate the dispute between the claimants represented by Mr. Harrison Kinyanjui and KBL. This request is unique in that under the Advocates Act, the ACC is mandated to mediate disputes between a complainant/client and advocate. The mediation process also needs to be voluntary between the parties. Additionally, for the ACC to exercise its mandate in mediating a dispute, a complaint must have been lodged before it.
115. In the present case, the matter in question is an employment matter which has been the subject of court proceedings and a judgment delivered. Further, the key dispute relates to the fulfilment of the obligations by the defendant/judgment debtor under the said judgment. It follows, therefore, that any aggrieved party can only seek a remedy in a court of competent jurisdiction and not mediation by the ACC.
116. Additionally, it is imperative to point out that the defendant is a company and not a firm of advocates, hence not subject to the jurisdiction of the ACC. Despite the ACC's attempt to hear the matter as directed, the circumstances of this matter are such that the Commission is ill-equipped and devoid of the legal authority/mandate to deal.
117. Having said the above, the position of the ACC is that the remedy sought by the Petitioners, namely the payment of the 1-month salary in lieu of notice, can only be determined and granted by a court of law. This is because the discharge vouchers signed by the claimants bind them, and it is only the court that has the power to interpret both the discharge vouchers and the consent.

118. It is noted that the interest was computed up to 30th November 2021. The consent was executed on 11th January 2022, and the subject funds were remitted on or about 21st January 2022. It is therefore the commission's considered view that there was no undue delay on the part of the Defendant or their advocates in the remittance of the funds upon receipt of the duly executed consent.

119. The upshot of this response is that the ACC fully executed its mandate in relation to the subject complaint, and rendered a decision rejecting the complaint as lodged which decision is firmly founded on the facts, evidence and the law. Therefore, the commission considers the court as the suitable forum to resolve any further disputes arising therefrom.



GEORGE NYAKUNDI
SECRETARY,
ADVOCATES COMPLAINTS COMMISSION

Copy to: Chairman, Advocates Complaints Commission



REPUBLIC OF KENYA

**OFFICE OF THE ATTORNEY GENERAL
&
DEPARTMENT OF JUSTICE**

INDEX OF ANNEXURES

No.	Document	Page
1.	ACC 1 - Copy of Judgment Nairobi HCC No. 279 of 2003	47-104
2.	ACC 2 – Commission’s letter to the Petitioners dated 24/7/2024	105-109
3.	ACC 3 – Commission’s letter to the Clerk of the Senate dated 1/4/2025	110-117
4.	ACC 4 – Commission’s response to the Senate dated 1/4/2025	
5.	ACC 5 – Copy of Consent Judgment dated 11/1/2022	118
6.	ACC 6A – Letter from Kaplan & Stratton dated 20/12/2021	119-120
7.	ACC 6B – Letter from J. Harrison Kinyanjui Advocates dated 12/1/2022	121
8.	ACC 7 – Letter from Clerk of the Senate dated 22/4/2025	122-123
9.	ACC 8 – Commission’s letter to Mr. Peter Mbuthia and Mr. Harrison Kinyanjui dated 2/5/2025	124-125
10.	ACC 9 – Commission’s letter to Mr. Harrison Kinyanjui dated 5/5/2025	126-127
11.	ACC 10 – Copy of email dated 7/5/2025 and bundle of documents from J. Harrison Kinyanjui & Co. Advocates	128-489
12.	ACC 11 – Copy of email dated 9/5/2025 from Mr. Harrison Kinyanjui	490
13.	ACC 12 – Letter from Kaplan & Stratton dated 8/5/2025	491-533
14.	ACC 13 – Copy of court proceedings of the appearance dated 27/4/2023	534-535
15.	ACC 14A – Commission’s letter to Mr. Harrison Kinyanjui dated 8/5/2025	536-537
16.	ACC 14B – Commission’s letter to Mr. Peter Mbuthia dated 8/5/2025	538-539
17.	ACC 15 – Letter from Kaplan & Stratton dated 12/5/2025	540-582

ADVOCATES COMPLAINTS COMMISSION

COOPERATIVE BANK HOUSE, 20TH FLOOR, HAILE SELASSIE AVENUE

P.O Box 48048-00100, NAIROBI, KENYA.TEL: +254 20 2224029/2240337/0700072929/0732529995

EMAIL: acc@ag.go.ke WEBSITE: www.acc.go.ke



'ACC 1'

REPUBLIC OF KENYA

IN THE HIGH COURT OF KENYA

AT NAIROBI

CIVIL CASE NO. 279 OF 2003

LAWRENCE NDUTTU & 156 OTHERS.....PLAINTIFFS

- V E R S U S -

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 5th December 1997 and 29th 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.*

47

2) The defendant on its part, filed a defence dated 8th 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 Ndotu (P.W.3) to testify in support of their case. The defendant on the other hand summoned one Evans Kipngetchi 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 Ndotu (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 11th 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 11th 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 TERMINATION	OF 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 MWANTHI	MUIA 17/08/1999	104,663/=	51,880/=	
16.	HELLEN MWELU JOSEPH	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 WAITHIRA WANJIRU	15/05/1998	414,429/=	48,107/=	50,000/=
20.	JAMES MUSUNZA MUTHUI	18/02/1998	198,656/=	36,083/=	50,000/=
21.	DAVID NDEGWA WANJOHI	18/06/1998	60,343/=	5,888/=	50,000/=
22.	JOSEPH MELAU TIOYANGA	18/02/1998			
23.	HENRY MBITI MULU	18/06/1998			
24.	SAMMY MADESHE SIMILA	31/10/1999	451,385	59,261	
25.	JULIUS THEURI WARIGU	21/06/2000	218,507/=	49,352/=	148/=
26.	MARY NINGA KAMAU	15/05/1998	515,026/=	65,469/=	50,000/=
27.	BENEDICT MUTIE KATUKU	15/09/2001	1,038,820/=	290/=	
			7,796,501/=	1,270,520/=	765,148/=
28.	HEZRON KABURU BORO	12/07/2000			
29.	JOAN WAIRIMU KIGO	JUNE 1998	640,445/=	80,306/=	100,000/=
30.	DISHON MAINA NJOROGE	01/07/2000	94,999/=	36,125/=	100,000/=
31.	STEPHEN GITAU KIMEMIA	18/02/1998	771,694/=	178,456/=	50,000/=
32.	GAKWIL ERANA				
33.	CHARLES MBUTIA GITAGIA	18/06/1998	195,966/=	26,660/=	25,000/=
34.	MICAH HOSEA AYIECHA	22/04/1998	1,050,221/=	300,333/=	54,909/=
35.	PAUL KARIUKI WAHINGA	26/03/1998	130,625/=	22,507/=	72,000/=
36.	ROSINA TALASI MUINGA	15/05/1998	188,078/=	19,626/=	50,000/=
37.	JOHN MACHARIA	31/03/1998			

	MWARARI				
38.	JOEL MUTISYA MUINDE	28/06/1995	654,369/=		
39.	JOHN MUNGAI NG'ETHE	31/05/1998	271,837/=	38,787/=	50,000/=
40.	ESHMAEL MUNGAI NG'ETHE	31/07/1996	1,178,854/=	551,782/=	
41.	BENSON BENARD MULAMA MUSONGA	10/07/1998	255,002/=	26,210/=	100,000/=
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 WAHOME WAMBUGU	26/10/2000			
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 ISMAIL SEBIT	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 MWANGI KIAMA	17/08/1999	317,666/=	66,919/=	100,000/=
51.	PAUL JACKTON MALOBA	01/07/1998	215,798/=		
52.	MOHAMMED ABDULLAH KASIGARA	31/12/1995			
53.	EZEKIEL TOCHI MBINDI	10/12/1999	1,131,651/=	154,354/=	
54.	PETER MULI NYALA	30/06/1998	716,106/=	148,273/=	50,000/=
55.	JAMES WACHIRA NJAU	18/02/1998	1,117,400/=	190,250/=	50,000/=
56.	DANIEL KIHICO KIMANI	19/05/1998	623,148/=		50,000/=
57.	ALEX CHEGE MWANGI	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 OCHIENG OTHIAMBO	17/08/1999	295,235/=	61,896/=	100,000/=
60.	NAPOLEON KAMAU NATHAN	12/05/1995			
61.	JAMES MUTURA WAIGWE	10/05/1995	371,865/=		
62.	ABUDU JUMA WAZIRI	31/12/1997	455,454/=	65,133/=	100,000/=
63.	PETER NDEGWA MUNENE	31/03/1998	211,540/=	61,416/=	
64.	CLEMENT NDUNGU NJUNGE	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 ABUOGA MUKOYA	01/05/1998	1,488,533/=	228,034/=	50,000/=
68.	LAIRD SAMUEL MUSHIMBA	15/09/2001	231,077/=	76,377/=	50,000/=
69.	ANN WANJIRU MWANGI	15/05/1998	625,783/=	83,821/=	50,000/=
70.	GODFREY WANGIGE GITHUI	18/06/1998	1,252,685/=	295,941/=	10,000/=
71.	GEORGE NYAMARURU GWONDA	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 NYARARA NGUGI	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 MITHEKO KANTI	15/03/1998	1,372,500/=	625,008/=	50,000/=

78.	JOSEPH ONDURU ODUOR	18/06/1999			
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.	JAIRO OKUMU ONYANGOP	12/10/2001			
88.	JOHN KAMAU	18/06/1998	885,154/=	175,358/=	50,000/=
89.	GEOFFREY NJOROGE	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 NJAU	WAMBURA	31/03/1998	691,634/=	110,611/=	50,000/=
98.	MATHEW KIRAGO	GICHUHI	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 MWOLOLO	MWILU	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 KIMOLO	CHARLES	17/08/1999	589,372/=	98,570/=	100,000/=
109	JOHN MATHINI MWAURA		25/06/1998			
110	DAVID NDUNGU	WACHIRA	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 GITAU	HAMZA	30/11/1995			
115	MAINGI MUNGAI KAGIRI		17/07/2000	661,101/=	182,026/=	75/=
116	DAVID MASYA	MWANGANG	31/12/1997	270,613/=	17,668/=	50,000/=
117	JOSEPH MURAGURI	MBOGO	06/09/1999	758,881/=	136,438/=	50,000/=
118	MBUGUA	KIMATU	26/04/1995	458,645/=		

	MBUGUA				
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 NJOROGI	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 MUSESI MYSYOKA	30/06/1996			
126	MICHAEL KAMAU NJOROGI	05/07/2000	892,377/=	161,452/=	100,000/=
127	EDWIN RAGAK AWILI	31/10/1998	758,694/=		
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 MWANJI MBUGUA	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 NGULA MUTUNGA	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. NJOROGÉ	31/10/1994	367,974/=		
145	JOHN NJOROGÉ 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 NJOROGÉ	14/03/1998	153,596/=		
155	JAMES KANGETHE NDAI	31/10/1994			
			18,147,008/=	2,942,125/=	530,528/=
156	JAMES KIHICI KARIUKI	24/06/1998	154,789/=	20,103/=	50,000/=
157	GEORGE MBUGUA NJINO	31/03/1987	346,136/=	75,080/=	
158	ZACKAYO NGIMEI NDUATI	31/03/1998			
159	ERNEST GAKERO NDIRANGU				
160	GEOFFREY MBURU MUNGAI		357,115/=	63,139/=	

161	FELIX KIARIE MWANGI	18/02/1998	1,357,657/=	311,749/=	100,000/=
162	JOHN NJOGU GITONGA				
163	DAVID KIGURU MWANGI	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 MAINA KAMAU	31/01/1998	558,630/=	81,876/=	50,000/=
167	FRANCIS K. NUGUNA	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 NJOROGE MBAGO	18/06/1998	341,882/=	80,784/=	17,700/=
171	SIMON RUTTOH	31/07/1998	387,796/=	27,763/=	50,000/=
172	ROBERT M. MUTUNGA	17/02/2006	1,096,973/=		
173	ELIUD GITAU CHOMBA	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 MWANGI THUO	18/02/1998	2,553,840/=	82,277/=	50,000/=
181	LAWRENCE KUBURENDI	M. 31/10/1998	751,217/=		
182	JOSEPH MWANGI KIMANI				
183	GEOFFREY K. MUCHEKE	18/06/1998	669,173/=	77,672/=	50,000/=
184	KEFFARS	KARIUKI 30/09/1998	372,756/=		

	KAGUANYU				
185	SAMMY MWANGI	18/02/1998			
186	NANCY MWANGI	15/05/1998	294,725/=	26,912/=	
187	DANIEL MAINA RUTUNU	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 KABUI KAHARA	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 M. NTHENGE	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 N. NDUNDA	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 NDUNGU	30/06/1998	1,134,231/=	170,182/=	50,000/=

	NGUGI				
206	AUGUSTINE MUTEMI	30/06/1998	179,072/=	19,489/=	
207	GEORGE MUIA MUISYA	27/09/1999	169,374/=	25,823/=	100,000/=
208	EVAN NJURI NGANGIRA	09/07/1998	709,130/=	122,624/=	
209	JOHN NGUGI WANJAU	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 MATATA MUTUA	10/03/1996	595,706/=		
215	KADOGO PASCAL	04/06/1998	871,781/=	117,730/=	100,000/=
216	PATRICK KIBUNJA NDUNGU	18/06/1998	134,334/=	17,738/=	
217	MOSES MWIKYA LELU	18/02/1998	1,778,535/=		
218	EVANS MUROKO MITHAMO	03/12/1997	500,519/=		
219	FRANCIS K. MACHARIA	31/10/1994	629,413/=		
220	STEPHEN GITAU KIMANI	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 GICHARA NJOROGE	28/06/1995	920,177/=		
223	JOHN KARANI JURIUKI	01/03/1998	840,040/=	111,611/=	50,000/=
224	JAMES MURIU GICHARU	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 MATHENTE	MUTHIMA	30/06/1998			
230	ABDALLA KIBARABARA	A.	02/12/1997	154,220/=	27,072/=	
231	JOHN MUSERU WATAKO		18/02/1998	1,065,643/=	148,010/=	
232	BENJAMIN MWIKYA	KAVOI		1,284,767/=	368,749/=	
233	SAMUEL KAGUGANI	MUNENE	31/03/1998	424,524/=	101,888/=	100,000/=
234	BONIFACE NJENGA	WANJEMA	30/06/1998	101,026/=	17,201/=	50,000/=
235	ISAAC MAINA		31/07/1998	366,058/=	40,508/=	50,000/=
236	TABITH NJUGUNA	NYOKABI	15/05/1998	506,497/=	63,806/=	50,000/=
237	ROSE WANGARI		15/05/1998	535,814/=	67,046/=	50,000/=
238	RITALIND NJOROGE	NJERI	18/02/1998	497,332/=	83,712/=	50,000/=
239	JOSEPH MAINGI	MUCHEMI	18/02/1998	417,181/=	72,674/=	50,000/=
240	REUBEN MUNYIRI	MURIITHI	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 MWANGAGI MUTIND	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 GATUMA WAIROBI	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 NDIRANGU KIGUTA		1,722,592/=		
269	CLEMENCE MWADIME WAKESHO	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 SHIKUKU JOHN	31/03/1998	995,586/=	169,451/=	
300	JUSTUUS MAITHYA MWANZIA	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 MASINDA AGUNDA	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 WAINAINA KIMANI	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. KINGI	30/6/1995	452,217/=		
311	DAVID KARIU JOE MWANGI	FEB 1998			
312	SAMUEL MUTEI NYANGIRA	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 KARIUKI	NJUGUNA	13/3/1998	779,586/=	161,810/=	
316	JOHANA WACHIRA	MUCHIMI	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 ODHIAMBO	O.	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 MACHARIA	MAINA	30/06/1998	641,440/=	61384/=	50,000/=
326	SAMSON ONYANGONGAO		3/10/2000	887,867/=		
327	CHRISTOPHER MBOCHE	NDICHU	31/03/1998	478,121/=	87,494/=	50,000/=
328	DANIEL KAMAU	NJOROGE	15/06/1999			
329	JAMES OCHAMI	ABUKUSE	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 NJUGUNA	MUCHUNO	19/05/1999	1,331,781/=	302,665/=	100,000/=
333	PEETR L. OPILI		21/10/1994			
334	EPHRAIM M. NJOROGE			1,436,118/=	584,266/=	10,000/=

335	PETER MBURU KIBUGI	1995			
336	ROBERT MUNGAI MBUTHIA	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 ANINDO OTIENO	12/06/1998	1,204,466/=	193,295/=	50,000/=
342	JOSPHAT KINUTHIA MUKUNDI	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 WAMBUA MUTEMI	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 NWANZIA KILONZO	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 MBUGUA	5/05/1998	933,850/=	199,534/=	60,000/=
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 M. MUTUKU	31/12/1995	480,966/=		
388	JULIUS G. MACHARIA	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 KM MBUTHIA	30/06/1998			
408	RICHARD S. KILONZO	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 NJORGE	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 KAVULUNZE	21/06/2000	220,258/=	45,938/=	50,000/=
447	JOHN MWANGI MWANIKI	10/12/1999	179,939/=	23,066/=	100,000/=
448	SAMMY KINYUGO KIHUNGU	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 MUTEI KILONZO	15/06/1999	266,429/=	57,706/=	50,000/=
452	EDWARD MUTHUSI MUSILI	19/10/1998	189,807/=	17,298/=	50,000/=
453	SAMSONM MUASYA MUTUNGU	31/12/1997	319,583/=	37,134/=	100,000/=
			12,875,01/=	2,011,107/=	800,000/=
454	DENNIS KINYUA NYAMU	6/09/1999	329,647/=	81,645/=	100,000/=
455	MICHAEL OKUMU LAZARUS 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 NYOIKE NGANGA				
458	CHRISTOPHER KIBUTHU	22/04/1998	1,131,941/=	276,690/=	50,000/=
459	PATRICK MUNYIRI GICHUKI	20/03/1998	643,836/=	124,417/=	50,000/=
460	DAVID NGANGA WAMAI	30/06/1996	1,016,293/=		
461	PETER KARIUKI NGIGI	26/03/1998	581,056/=		
462	ONESPHOROUS 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 KIVIUITU NGUNZE	22/04/1998	694,446/=	144,419/=	50,000/=
465	NELSON MAKUMI MANGI	3/07/2000	682,069/=	140,832/=	50,000/=
466	WILLIM K. MUNGUTI	9/05/1995	3,009,242/=	107,742/=	
467	JOHN BWALA OBWOGO	28/02/1995	677,598/=		
468	SAMMY WANJOHI GITHINJI	31/03/1998			
469	FREDRICK GICHUMA KAGWAINI	31/03/1998			

470	ALBANOS MULWA	KITAKA	21/06/2000	883,142/=		
471	MWASYA KATHUKU	MULIKO	30/06/1995	622,339/=		
472	CHARLES MACHARIA	NJOROGE	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 GITHUI	GITHAIGA	30/06/1998	345,814/=		
476	BENEDICT MBILO JOHN		31/12/1997	763,155/=	98,339/=	100,000/=
477	RAHAB WANJOHI	MUKAMI	18/02/1998	173,056/=	33,728/=	50,000/=
478	GEORGE KIMANI	WAWERU	18/06/1998	1,135,309/=	197,216/=	50,000/=
479	DANSON NYAGA NGARI		31/03/1998	265,254/=	29,431/=	
480	CHARLES KINYANJUI	MBURU	30/10/1994			
481	DAVID KIMOTHO	KAHURA	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 WAINAINA	MWANGI	31/05/1998	413,689/=		
485	PAUL MUIYA MUIA		19/10/1998	684,013/=	113,732/=	50,000/=
486	BENARD MASILA	KIMANZI	25/07/2000	530,482/=		
487	FRANCIS KAIRU THAIRU		18/06/1998	170,220/=	55,511/=	
488	ERNEST WACHIRA	IRUNGU	31/03/1998			
489	SAMUEL THUO KIMANI		11/05/1995			

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 NJORGE	31/10/1994			
497	JAMES MUIGAI KIRAGURI	30/06/1998	262,446/=	5,034/=	50,000/=
498	STANELY 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	30/08/1999	307,699/=	80,677/=	50,000/=
512	FRANCINAH NUGUNA ICHAGICHU	18/02/1998	261,719/=	40,677/=	30,000/=
513	JOSEPH KIIO MUTUNGI	25/04/2003	3,054,647/=	623,001/=	
514	PATRICK MUTUA KIILU	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 MUTUA MWANZIA	18/09/1998	238,372/=	19,052/=	50,000/=
517	TITUS MWANGI KAMAU	18/02/1998	1,933,451/=	378,110/=	50,000/=
518	FRANCIS KAPALA	02/06/1995			
519	JULIUS NDUNGU KINYUA	21/06/2000	283,861/=	66,051/=	100,000/=
520	JOSEPH NTHIWA NTHUKU	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 MBAI KITELA	31/03/1998			
524	JONATHAN KAMANDE THIRU				
525	PETER WACHRA NJUKI	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 MUINDE NYUMU	31/03/1998	442,537/=	80,090/=	50,000/=
530	SEPHEEN MWANGI KANYI	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 NGANGIRA		31/05/1998	230,522/=	31,258/=	
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 KAMAU	KARANJA	01/05/1996	1,966,871/=		
540	SWYNNERTON ACHALA	NAZOI	5/02/2001	465,542/=	106,107/=	14,000/=
541	LAWRENCE NGANGA	NGUGI	19/11/1996	183,284/=		
542	BACHO KIHONO		10/03/1996	857,549/=		
543	STEPHEN MWAURA	GITAKA	30/06/1996	1,104,682/=		
544	JOSEPH OKEDAH	ABUOGA	13/05/1998	1,070,111/=		
				16,175,210/=	1,172,764/=	514,000/=
545	PETER MUTHUNGU	GICHANGA		2,663,046/=		
546	JOHN MWABU	MWANGANGI	20/09/1995			
547	SOLOMON MUTEMI	SONYI	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	2/12/1997	701,697/=	11,515/=	100,000/=
558	AHMED 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 MASILA KASING	15/07/1999	2,425,111/=	996,778/=	200,000
571	PETER MUYUSA MWALUGA	21/02/2006	2,080,846/=	965,888/=	100,000/=
572	NICHOLAS KAVOI MGWILI	18/06/1998	344,573/=		
573	FLORENCE MUSAU	18/06/1998	150,764/=	160,030/=	200,000/=
574	BENSON KIRAGU WAWERU		582,321/=	145,940/=	7,000/=
575	SAMUEL GACHEMI NJENGA		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 BILALI WACHIRA	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 GICHINGA KIMANI	18/02/1998	833,390/=	116,680/=	50,000/=
582	JULIUS NDERITY KABUBI	03/07/2000	743,048/=	163,155/=	1,000/=
583	KENNETH THUO GICHINA	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 MAYANGA SIMILA	30/09/1998	297,595/=		
588	RAPHAEL MBOGO WAINAINA	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	31/12/1997	257,492/=	15,306/=	100,000/=

	MWANYALO				
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.	31/10/1998	1,194,467/=	341,476/=	

	TEGET				
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. KAAJJA	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 KANYANGO	MUCHIRI	25/04/2003	1,059,313/=	295,959/=	50,000/=
654	MARY ANYANGO	VIOLENTINE	09/06/1998	44,184/=	7,397/=	25,044/=
655	GEOFFREY MATHEA	KINYANJUI	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 MANAMBO	NGETI	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 ASILU	ATIATO	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 LABOSO	KIPLAGAT	15/07/1999			
669	KIBUNUS ARAP TANGUS		22/10/1994			
670	SAMWEL R. SUIYON		18/12/1998			
671	RICHARD CHERUIYOT	KIPTOO	15/07/1999	28,681/=	59,141/=	
				11,893,363/=	1,528,834/=	535,044/=
672	WILSON ARAP RUTO	CHEPKWONY	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 OMBUI RASUGU	31/10/2003	668,183/=	299,699/=	50,000/=
678	PETER N. GICHANGA	1/01/1998			
679	BEN NJOROGI NGUGI	30/09/1995	493,241/=		
680	DANIEL THUO WANJOHI	18/06/1998	714,132/=	165,373/=	50,000/=
681	DOMINIC G. THARAMBA				
682	SIMON PETER GIKONYO	22/05/1995			
683	SIMON KAMWEMBU KIMANI	19/01/1998	188,293/=	21,018/=	50,000/=
684	PAUL SERENGE AMWAYI	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 M. HEZRON	21/06/2000	502,829/=	94,799/=	50,000/=
688	ZEDI MOHAMMED OMAR	02/12/1997			
689	JOHN MBUI NYAGA	31/07/1998	765,402/=		
690	HENRY PAULO THIONGO	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 NZEKI MUTNE	30/06/1998			

697	JOSEPH NGUGI NGANGA	31/10/2001	496,972/=	108,856/=	
698	JUMA MZEE ALI	28/10/1994	588,871/=		
699	HARUNMBUGUA MIINGI	2/12/1997	164,887/=	8,396/=	
700	JAMES PAUL OSIDIANA	15/06/1999	815,975/=	152,363/=	60,000/=
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 M. W. KINYEKI	31/10/1998	579,135/=	86,398/=	60,000/=
725	ENOSH KANYARI THIGA	30/06/1998	1,429,787/=	206,603/=	50,000/=
726	STEPHEN MWANGI KAMAU	1/05/1996			
727	TITUS OSUMBA OGURO	31/07/1999			
728	MORRIS ONYANGO OCHOKA	31/16/1998	889,256/=	108,763/=	10,000/=
729	ELIJAH IRUNGU MUKUHA	31/07/1998	680,864/=		
730	TERESIAH MBITH SOO	21/07/1994			
731	JOSEPH NDEGWA NDARATHI	31/10/1998	479,655/=	87,717/=	60,000/=
732	DAVID NGUGI KAMAU	30/04/1998			
733	TIMOTHY MANZI MUTEMI	6/07/1999	518,896/=	102,277/=	8,130/=
734	ALBERT KIHARA MWITHIGA	18/06/1998			
735	JOEL NZIOKA NDAMBUKI	1995			
736	SAUL ODIDA OGANGO	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 KAMAU WANJOHI		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 OBONDY	OTIENO	31/12/1997			
744	JOSEPH DEDAN OWENYO		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 GITHINJI MAINA		30/04/2003	1,152,484/=	301,778/=	
750	PETER MUNGAI MUIRURI		31/07/1998	317,282/=	61,592/=	50,000/=
751	FREDRICK KIMEU NZIVO		31/07/2000	1,073,149/=	254,043/=	50,000/=
752	BENSON OLOO MUHASA		31/07/1998			
753	CHRISTOPHER MWAURA	KAMTO	31/12/1997			
754	SAMMY MUTUNGA KUTU		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 NGAIA GAKUYA		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 MWANZIA MBITI		31/03/1996	910,930/=		
762	JOSEPH MUTHIE KIUGE					
763	FREDRICK NJORGE	GITAU	10/03/1996	1,113,491/=		
764	MATHEW INJEMELA	SASAKA	31/10/1999		60,330/=	
765	JONATHAN KILILA	MUTHYA	31/03/1998	455,349/=	74,606/=	60,000/=
				18,024,406/=	2,271,923/=	630,000/=
766	JOHN IRUNGU GAKUYA		28/02/1998			
767	PAUL MARTIN OWUOR		31/07/2000	1,588,206/=		
768	HENRY MUIINDE	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	NJORGE	31/08/1999			
772	PETER NDETI GATI		31/10/1994	1,385,506/=		
773	EDWARD ISAACK OLAKA		31/12/1997			
774	FRANCIS MWAGAMBILI	ALAMISI				
775	PETER RIUNGA NYAGA		30/04/1998	439,227/=	61,655/=	
776	FRANCIS NYAMU	GIKINGU	31/11/1998	627,326/=	86,147/=	50,000/=
777	ROBERT KABUBA THAIRU	ROGERS		67,149/=	7,683/=	
778	PETER KIMANI MUNGAI		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 MUCHIRI	NDUATI	31/07/1998	325,963/=	67,194/=	50,000/=
783	WILSON WAMUHA	NGANGA	JUNE 1998			
784	MICHAEL MWAI	MACHARIA	30/16/1999	814,639/=	143,682/=	60,000/=
785	MWAI MACHARIA		30/04/1995			
786	PAUL MWANGI	NGATIA	31/07/1999	446,390/=	79,308/=	50,000/=
787	STEPHEN MUTHUSI	KIKUMU	30/11/1995	683,581/=		
788	KIOKO MANANDI					
789	GRACE KAINYU	IRERI	31/12/1997			
790	RARCISIUS NDUNGU	FRANCIS	31/03/1998	60,782/=	29,490/=	10,000/=
791	JOHN GAKUNJA	KARANJA	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 MWANYINDO	KOVO				
				15,066,771/=	2,943,976/=	490,000/=
796	DAVID MWANGI	KONANGE	08/09/1999			10,000/=
797	PATRICK MUELA	MATA	31/12/1997	250,833/=	15,013/=	

798	GABRIEL MACHIA	MWANGEMI	30/04/1998	963,092/=	185,345/=	50,000/=
799	AQUISIO GITAU			360,333/=	156,775/=	50,000/=
800	MICHAEL OLUOCH		31/10/1999			
801	PAKTA MWARANJIRA	SALIM	31/12/1997	199,936/=	11,248/=	
802	FARID SEIF AHMED		31/07/2000			
803	LAWERENCE SAWE	KIPSEREM	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 ORINDA	OGOLA	30/04/1995	461,583/=		
809	STANLEY MWANGI	KIMANI	31/10/1998	580,543/=		
810	JOSEPH KAMAI GITAU		31/10/1999	100,000/=	79,112/=	10,000/=
811	ISAAC GITAHU MATU		30/04/2003	2,151,620/=	612,851/=	
812	PETER MURU NJENGA		31/01/1999			
813	JULIUS KIREA	KAIBUNGA	21/11/1998	292,416/=		
814	PETER IRUNGU MUIRU			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 MUSONYE	LUMUMBA	30/06/2000	443,518/=	223,294/=	100,000/=
818	JOSEPH GITHINJI	KARANJA	30/04/2003	456,843/=	127,572/=	551/=

819	MAINA STEPHEN KIURI	31/03/1998			
820	DANIEL MUKWENZE NZUUKO	05/11/1994			
821	CHRISPINUS DOME JOE	MAY 2005	1,745,035/=		
822	MORRIS ORARO LOET	18/06/1998	1,071,405/=	156,307/=	50,000/=
823	ATHANUS NZAU	07/04/1989	149,632/=	21,491/=	
824	JANE NDENGWA MUTHONI	02/12/1997			
825	BENARD GATHU MWANIKI	30/04/2006			
826	NANCY NGANGA WANJIRU	18/06/1998	1,200,460/=	251,132/=	
			19,243,862/=	4,182,299/=	570,551/=
827	ROSE MUNINI NUNYAO		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 NGOTHU	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 WAMANJI GICHURA	15/12/2003			
842	MUEMBI NDETO DOMNIC	06/02/2015			
843	CHALES MBUGUA KIRAGU	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 MUNGAI NGANGA	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 WAIRUGU MINIRE				
854	MAURICE APIYO OJOWI	18/02/1998	1,159,967/=	468,444/=	
855	MICHAEL KARIRU NJOROGE	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 OMITO KHAMALA	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 GATHURU	N. 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 KYALO NDUTU	0542	18/9/1998	891,348.31/=	51,326	50,000/=
2.	GORDON OTOLO NGOLO	4053	11/7/1998	742,255/=	138,000/=	50,000/=
3.	JAMES NGINGA WAIRIOKO	4022	1998	722,000/=	132,000/=	50,000/=
4.	GEORGE NJOROGE NJIGU	1917	APRIL 1998	122,911/=	15,132.69	50,000/=
5.	JAMES SAIYALELE SUIYANGA	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 MWANGI GAKOMO	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 MWANGI WERU	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 MONAYO NYARIBO	2242	FEB. 1998	354,367.35	60,910.40	50,000/=
12	DANIEL MUINDUKO MAWATHE	2304	FEB. 1998	785,505.45	212,796.88	50,000/=
13	HILARY FRANCIS MBURU	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 MBUGUA GITAU	7113	18/6/1998	278,702.12	37,831.03	50,000/=
16	SIMON MAINA GATHERU	2213	22/7/2000	703,902.65	134,084/=	50,000/=
17	JULIUS GIKONYO KAMAU	3265	1998	960,000/=	248,000/=	50,000/=
18	JULIUS MWANGI KAMBIA	1643	1998	760,000/=	360,122/=	50,000/=
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 GATHUNGU	0079	1999	96,257.45	51,151.27	52,650/=
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 MWANGI	7236	19/10/1998	171,617.30	16,702/=	50,000/=
25	JUSTUS KAKUSU MATHEKA	0573	1998	860,135/=	335,000/=	50,000/=
26	NZUKI MUTISYA NDOLO	1946	1998	642,138/=	142,000/=	50,000/=
27	PETER MIRINGU MWAURA	5094	18/2/1998	1,010,135/=	464,135/=	50,000/=
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 KABUE	5785	1995	1,110,060/=	265,000/=	50,000/=
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 WAIRIUKO	7203	30/6/1999	201,907.14	28,135.36	100,000/=
37	DOMINIC NGURE	1159	1998	1,211,552.28	219,943.64	50,000/=
38	TIMOTHY LOKI MATHEA	5197	1998	1,34604.30	360,145/=	100,000/=
39	JOHN KANYI NJORGE	399	1998	764,135/=	181,132/=	50,000/=
40	THOMAS WAMBUA NGUI	0300	APRIL 1999	1,360,423.85	456,738.65	50,000/=
41	CHRISTINE NDUKU	5404	11/11/1995	980,135/=	265,180/=	100,000/=
42	ALOIS KINGORO GICHANA	1725	MARCH 1998	1,814,639.63	185,329.15	100,000/=
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 NZOMO	5586	1998	1,622,244.53	289,561/=	100,000/=
46	ANTHONY MWANZIA KILONZO	4120	1998	842,165/=	184,135/=	50,000/=
47	JOSEPH KOKOYO OGWAYO	3087	1999	1,142,564.25	166,404.95	100,000/=
48	ANDREW KAMAU GATETE	5864	1997	764,145/=	136,134/=	100,000/=
49	GEORGE WAWERU MWANGI	6023	1995	968,138/=	264,135/	100,000/=
50	LINUS BIRUNDU OMBUNA	3746	19/10/1998	581,313/=	82,338/=	50,000/=
51	NZIOKA NDUNDA	956	1994	512,796/=	135,640/=	50,000/=
52	DAVID SYANDA KILUNDO	600	2/12/1997	455,777.28	118,460/=	100,000/=

53	GIDEON OMBURA OUMA	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 MWANGI IRERI	1140	1998	571,527.15	126,574.18	50,000/=
56	SIMON NDUNGU WANYEKI	1885	1998	215,625.75	38,083.75	50,000/=
57	EDWARD MULI	3970	1994	464,135/=	96,135/=	100,000/=
58	PHILIP MUTUKU NYANZI	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 SILAS ONGIGE	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 MWENGI NGUNZE	5642	3/12/1997	960,136/=	238,135/=	100,000/=
63	SUSAN RASMAS CHITECH	7986	2/12/1997	176,428.09	14,955/=	100,000/=
64	RASHID KANYAU ABDUL	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 NDALINGA MUTUVI	2846	2/12/1997	834,599.73	236,145/=	50,000/=
67	JUMA MOHAMMED KIDANGA	7932	2/12/1997	251,938.77	15,443/=	100,000/=
68	MOHAMMED SAID BWANA IMANI	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 MBEKE SHENYE	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 BAJARA	WACHU	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 MBURA	CHARLES	0506	1998	820,558.49	136,626/=	100,000/=
77	JEREMIAH NUNZAA		7964	1997	250,262.47	15,765/=	100,000/=
78	DOUGLAS MALINGI	HARMTON	037	27/6/1995	642,180/=	136,190/=	100,000/=
79	HAMAD MWANGUPU	JUMA	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 NDOSHO	CHEZEZ	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 NDAKA	MUTUKU	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 MAGHANGA	MWAKIO	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	0585	1995	564,135/=	96,135/=	100,000/=

	MWAKIZAI					
96	BERNICE KINGORI WANGECI	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 AWUOR MANGO	5403	1995	1,164,135/=	348,135/=	100,000/=
101	REUBEN MWATINGU MBIU	696	1998	149,200/=	13,600/=	50,000/=
102	BOOKER AWIMBO OGUTU	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 NDEGE MUGANE	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 KITISO	MYNYWOKI	3543	1998	717,707.90	9,395/=	50,000/=
125	JOHN KURIANGUMI		1910	1998	646,134/=	98,135/=	50,000/=
TOTAL					93,297,344.44	41,418,429	9,405,541

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 24th day of January, 2018.

J. K. SERGON

JUDGE

In the presence of:

..... for the plaintiff

..... for the Respondent

10A



REPUBLIC OF KENYA

OFFICE OF THE ATTORNEY-GENERAL

DEPARTMENT OF JUSTICE

'ACL 2'

Your Ref: TBA
Our Refs: CC/PE/FEB/23/6

Date: 24th July, 2024

Lawrence Nduttu
George Njigu
James Suiyanka &
Julius Mulwa,
jawilaservices@gmail.com

VIA EMAIL

Dear Sirs,

RE: YOUR COMPLAINTS AGAINST HARRISON KINYANJUI, ADVOCATE

We refer to the above.

The Advocates Complaints Commission is established under section 53 of the Advocates Act (Cap 16) Laws of Kenya to enquire into complaints against advocates, law firms and their employees. After due inquiry, the Commission is mandated to reject the complaint, or promote reconciliation and/or encourage and facilitate an amicable settlement, or if a disciplinary offence that is serious or aggravated is disclosed, to file a formal complaint before the Disciplinary Committee.

A. Vide the Commission's Help Forms dated the 9th February, 2023 you registered your complaints as follows:

- a. That you instructed the above Advocate to represent you in Nairobi HCCC No. 279 of 2003; Lawrence Nduttu & Others vs. Kenya Breweries Limited, which instructions the Advocate accepted and proceeded with your instructions to the suit's logical end. The advocate represented 125 Plaintiffs out of the 6,000 claimants in the suit. Judgement in the matter was delivered in favour of the 125 Plaintiffs represented by the Advocate for a sum of Kshs. 14,756,312/=.

- 'S D A'
- b. That the said sum of Kshs. 14,756,312/= was made up of the decretal sum in terms of the judgment delivered on the 24th January, 2018 being Kshs. 9,405,541/=; Interest up to 31st November, 2021 being Kshs. 4,350,771/= and party and party costs amounting to Kshs. 1,000,000/=.
 - c. Further, you alleged that the Advocate paid you a sum of Kshs. 71,106/=; Kshs. 67,769/=; Kshs. 135,539/= and Kshs. 67,775/= respectively in settlement of the claim with a promise that he would lodge an appeal against the decision of the High Court at the Court of Appeal.
 - d. That you alleged that the Advocate failed to lodge an appeal as promised.
 - e. That thereafter, you noted that the appeal that the advocate was referring to and which was pending in court was filed by the firm of **Namada & Co. Advocates** for and on behalf of his clients and had nothing to do with you.
 - f. That the said Appeal was subsequently dismissed vide a ruling delivered on the 21st March, 2023 and parties applied to have it revived.
- B. On receipt of your complaint, the Commission notified you of its mandate in handling your complaints; **that only possible acts of professional misconduct were to be investigated and addressed.**
- C. Further, you were informed that the Commission in addressing the issues raised in (A) above, **will not seek to reopen the case; act as an appellate body or interrogate court processes and/or address possible criminal acts.** Do note that the offices of the Directorate of Criminal Investigations (DCI) and the Director of Public Prosecutions (ODPP) are mandated with the investigation and prosecution of criminal offences. Complainants on allegations of professional negligence on the other hand should be referred to court for proper action/remedies.
- D. Forming part of the Commission's investigative processes, we made enquiries on the settlement status and proof thereof. The Defendant's advocates – **Kaplan & Stratton Advocates** vide their letter dated the 20th September, 2023 noted that a total sum of **Kshs. 14,756,312/=** being full and final settlement of your claim was remitted to your advocate for his onwards transmission to you. We noted that the Advocate for the Defendant, despite making reference to payment of **one month's salary equivalent for loss of employment** as per the Judgment delivered on the 24th January, 2018 by Hon. Seron J, provided no evidence in support of the same when furnishing the Commission with proof of settlement of the matter.
- E. On the basis of the above, we made further enquiries with the Defendant's Advocates. **Kaplan & Stratton Advocates** asserted that no further payments were advanced to the Advocate in settlement of the claim since you individually executed Discharge Vouchers with the Defendant accepting the

sums paid to them. in support of the firm's claim that the sum of Kshs. 14,756,312/= was full and final settlement of the claim, copies of the executed Discharge Vouchers were annexed. The said firm further indicated that there was no pending appeal touching on your claims because you discharged the Defendants from all claims or further liability and waived your rights to any entitlement or further claims or any sums whatsoever.

F. On assessment of your complaints and in line with the Commission's mandate, we narrowed down the possible acts of professional misconduct as follows:

- i. *Failing to provide any/adequate professional service despite payment of fees,*
- ii. *Withholding money collected from a client,*
- iii. *Overcharging and claiming costs not justified by circumstances,*
- iv. *Failing to behave with integrity and behaving in a way likely to diminish public trust in the legal profession.*

We invited the Advocate's reply to your complaints and specifically the possible acts of professional misconduct listed above.

G. He responded on the 24th April, 2024 and provided the Commission with background information of the matter from the time he first received instructions to act. He alleged that when he sought to represent you and the other 121 claimants in the matter, another law firm contested the said representation. The issue of representation allegedly proceeded to apex court. He claimed that you did not pay his legal fees at the High Court, the Court of Appeal and the Supreme Court.

H. Further the advocate in his defence alleged that he withheld the sum of Kshs. 1,000,000/= awarded to you as Party and Party Costs from the Defendant on account of his legal fees for both his representation in the substantive suit and the application that proceeded to the supreme court. The Advocate stated that he notified you of his intention withhold the said sum.

I. The Advocate further claimed that it was inconceivable that an appeal could be lodged since you individually and voluntarily accepted the sums received from the Defendant in full and final settlement of the matter.

J. The Advocate further claimed that the Plaintiffs represented by the other Firms of Advocates lodged an appeal against the decision of the Court in the substantive matter in which appeal you were named as the recipients of the Notice of Appeal as per the *Court of Appeal Rules*. The Advocate further reiterated that he was entitled to fees in the subsisting appeal since you did not withdraw instructions from him. The Advocate denied any wrongdoing on his part.

K. We requested you to comment on the Advocate's response vide our letter dated the 30th April, 2024. You responded vide yours received at the Commission on the 8th May, 2024. In your response, you indicated that you did not wish to dwell on the history of the suit.

L. Your response was majored on the contents of the Judgement of Hon. Serгон J. delivered on the 24th January, 2024. Further, you denied understanding the contents of the Discharge Vouchers you executed. You claimed that the Advocate failed to behave with integrity and/or behaved in a manner likely to diminish public trust in the legal profession.

M. On assessment of your complaint, the Advocate's response and the rejoinder thereto, we wish to address you as follows:

- i. Serгон J. in his Judgment dated the 24th April, 2024 declared that the Defendant's act of retiring you was in breach of the Constitution; that you were entitled to one month's salary as damages for loss of employment and the Defendant ordered to refund a sum of Kshs. 9,405,541/= plus costs and interests.
- ii. Fundamentally, you were entitled to enjoy the fruits of the judgment as delivered, we note however that you thereafter proceeded to execute a Discharge Voucher with the Defendant effectively agreeing to receive the sums paid to you as indicated in the voucher in **full and final settlement of your claim**. Please note that a Discharge Voucher has legal contractual implications that the Commission cannot address/interrogate.
- iii. Further, you alluded to the Advocate being negligent to wit: *allowing you to sign consent letters to mark your matters settled knowing very well that the judgment had three parts to be executed...* we wish to inform you that such allegations of professional negligence - which is failure by an advocate to offer services with the requisite degree of care or performance of service in a manner that falls short of the norm of that would be expected from a reasonable legal practitioner in the specific field of law; should be referred to court for proper redress.
- iv. That, the background and history of the Advocate's representation is important as it forms the basis for the Advocate's claim for legal fees. We noted that you indicated that you did not wish to address it as raised by the Advocate in his letter to the Commission.
- v. There is a dispute on the amount payable to the Advocate in legal fees. The Advocate admitted to have withheld the sum of Kshs. 1,000,000/= on account of legal fees. He claims that he is entitled to further payment for his participation in the subsisting Appeal. On this specific aspect of your complaint, the proper forum for redress would be filing an advocate-client bill of costs in Court for it to determine the sum payable to the Advocate on account of fees.
- vi. In summary, your complaint has substance but does not disclose disciplinary offence(s) that can be addressed by the Commission, the issues raised in your complaint, the annexures thereto and the reliefs sought at the Commission cannot be adequately addressed and be granted by the Commission.

N. Section 54(4)(e) of the Advocates' Act provides:

... It shall be the duty of the Commission to receive and consider a complaint made by any person, regarding the conduct of any advocate, firm of advocates, or any member or employee thereof; and—

if it appears to the Commission that there is substance in a complaint but that the circumstances of the case do not disclose a disciplinary offence with which the Disciplinary Committee can properly deal and that the Commission itself should not deal with the matter but that the proper remedy for the complainant is to refer the matter to the courts for appropriate redress the Commission shall forthwith so advise the complainant.

- O. In light of the forgoing therefore, your complaint does not disclose any professional misconduct on the part of the Advocate to warrant further investigations and/or action against the Advocate in line with the Commission's mandate. You are therefore advised that you may take action against the parties in the suit and/or the advocate as advised above.
- P. If you are dissatisfied with our decision, you may file your complaint directly to the Advocates Disciplinary Committee as provided under **Section 60(1)** of the Advocate's Act, Chapter 16, Laws of Kenya.
- Q. You may also file an appeal against our decision at the High Court as provided for under **Section 58(8)** of the Advocates Act, Chapter 16, Laws of Kenya.

Yours faithfully,


KIPNG'ENOH K. K.
SENIOR STATE COUNSEL,
FOR: COMMISSION SECRETARY
ADVOCATES COMPLAINTS COMMISSION



'ACC 324'



REPUBLIC OF KENYA

OFFICE OF THE ATTORNEY- GENERAL
&
DEPARTMENT OF JUSTICE

Your Ref: SEN/DSEC/DISSC/ SCLSW/2025/29
Our Ref: CC/PE/FEB/23/6

1st April, 2025

Mr. J.M Nyengenyne, CBS,
The Clerk of the Senate,
Parliament Buildings,
P.O. Box 41842-00100,
NAIROBI

Email: clerk.senate@parliament.go.ke

ADVANCE COPY VIA EMAIL

Dear Sir,

**INVITATION TO A MEETING ON THE PETITION CONCERNING
THE ALLEGED FAILURE BY KENYA BREWERIES LIMITED,
KAPLAN & STRATTON ADVOCATES AND HARRISON KINYANJUI
ADVOCATES TO PAY COMPENSATION AWARDED TO
PETITIONERS**

Reference is made to your letter dated the 24th March, 2025 and the Petition attached thereto.

The Advocates Complaints Commission (ACC) is established under section 53 of the Advocates Act (Cap 16) Laws of Kenya to receive and enquire into complaints against advocates, law firms and their employees. After due inquiry, the ACC is mandated to reject the complaint, promote reconciliation and/or

4222A'

encourage and facilitate an amicable settlement, or if a disciplinary offence that is serious or aggravated is disclosed, to file a formal complaint before the Advocates Disciplinary Committee/Tribunal (ADC). The Committee/Tribunal established under section 57 of the Advocates Act is by law mandated to sanction an advocate for professional misconduct.

The ACC operates as one of the technical departments in the Office of the Attorney General and Department of Justice (OAG& DoJ). It is neither an independent Commission nor a Semi-Autonomous Government Agency (SAGA).

In your referred letter you have requested the ACC to submit a comprehensive response to the issues raised in the petition.

Background of the Complaint lodged by the Petitioners

- A. The Petitioners registered their Complaints against Harrison Kinyanjui, advocate at the Commission via a Help Forms dated the 9th February, 2023. The Petitioners made the following allegations against the advocate:
- i. That they instructed the advocate to represent them in Nairobi HCCC No. 279 of 2003; Lawrence Nduttu & Others vs. Kenya Breweries Limited, which instructions the advocate accepted and proceeded with the petitioners' instructions to the suit's logical end.
 - ii. That the advocate allegedly represented 125 plaintiffs out of the 6000 plaintiffs in the suit. Judgement in the matter was delivered in favour of the 125 Plaintiffs represented by the Harrison Kinyanjui, advocate for a sum of **Kshs. 14,756,312/=** being the decretal sum plus costs and interest (*Enclosed herewith and marked 'ACC I' is a copy of the Judgment*).
 - iii. That the said sum of **Kshs. 14,756,312/=** paid to the advocate by way of RTGS transfer comprised of the following:

Decretal Sum as per the Judgment	-Kshs. 9,4,05,541/=
Interests	-Kshs. 4,350,771/=
Party and Party Costs	-Kshs. 1,000,000/=

Total

-Kshs. 14,756,312/=

- iv. The four Petitioners out of the 125, represented by Harrison Kinyanjui, advocate alleged that he failed to lodge an appeal as promised, overcharged them and/or withheld their money.
- B. In light of the Commission's mandate, the Petitioners were informed that the Commission in addressing their complaints against advocate Harrison Kinyanjui would restrict itself to possible acts of professional misconduct arising from the representation.
- C. The Petitioners were also informed of the mandates of the Directorate of Criminal Investigations (DCI) and the Office of the Director of Public Prosecutions (ODPP) which offices are tasked with the investigation and prosecution of criminal offences respectively. Further, we informed them of the need to seek redress in court for alleged acts of professional negligence for proper action/remedies

Investigations Conducted by the Commission

- D. The Commission commenced enquiries into the settlement status and proof thereof with Kaplan and Stratton Advocates, the firm of advocates that represented Kenya Breweries Limited, the Defendant in Nairobi HCCC No. 279 of 2003; Lawrence Nduttu & Others vs. Kenya Breweries Limited. (*Enclosed herewith and marked 'ACC 2' is a copy of the Commission's letter dated 5th June, 2023*)
- E. Via their letter dated 20th September, 2023, Kaplan & Stratton Advocates confirmed that the case was concluded and a sum of **Kshs. 14,756,312/=** being full and final settlement of the Petitioners claim, remitted to Harrison Kinyanjui & Company Advocates for onwards transmission to the Petitioners. (*Enclosed herewith and marked 'ACC 3' is a copy of the letter*)
- F. The Commission noted that Kaplan & Stratton Advocates, despite making reference to payment of one month's salary equivalent for loss of

employment as per the Judgment delivered on the 24th January, 2018 by Hon. Seron J, provided no proof of such payment.

G. On the 9th April, 2024, the Commission made further enquiries with the said firm of advocates on the settlement of the Petitioners' claims. Via their letter dated 9th April, 2024, **Kaplan & Stratton Advocates** asserted that no further payments were advanced to the advocate in settlement of the claim as the Petitioners individually executed Discharge Vouchers accepting the sums paid to them. In support of the firm's claim that the sum of Kshs. **14,756,312/=** was made in full and final settlement of the claim, they furnished the Commission with copies of duly executed Discharge Vouchers. The firm also clarified that there was no pending appeal touching on Petitioners' claims because the Petitioners discharged the Defendants from **all claims or further liability and waived their rights to any entitlement or further claims or any sums whatsoever.** (*Enclosed herewith and marked 'ACC 4' is a copy of the letter*)

Possible Acts of Professional Misconduct arising from the Advocate's representation

H. On further assessment of the documents provided, the Commission narrowed down possible acts of Professional Misconduct against Harrison Kinyanjui, advocate to the following:

- i. Failing to provide any/adequate professional service despite payment of fees,
- ii. Withholding money collected on behalf of a client,
- iii. Overcharging and claiming costs not justified by circumstances,
- iv. Failing to behave with integrity and behaving in a way likely to diminish public trust in the legal profession.

The Commission requested Harrison Kinyanjui, advocate to respond in writing to the Petitioners' claims. (*Enclosed herewith and marked 'ACC 5' is a copy of the Commission's letter dated 4th April, 2024*)

Response to the Complaint by Harrison Kinyanjui, Advocate

I. The advocate responded to the Petitioners' complaint vide his letter dated the 24th April, 2024. (*Enclosed herewith and marked 'ACC 6' is a copy of the letter*)

- i. He alleged that when he sought to represent the Petitioners and 121 other claimants in the matter, another law firm contested his

representation. The issue of his representation was a subject of a Miscellaneous Cause that proceeded from the High Court to the Supreme Court. He claimed that the Petitioners did not pay his legal fees in the said matter.

- ii. Further the advocate in his defence alleged that he withheld the sum of Kshs. 1,000,000/= awarded to the Petitioners being the assessed Party and Party Costs from the Defendant on account of his legal fees for both his representation in the substantive suit and the Miscellaneous Cause.
- iii. The advocate further claimed that it was inconceivable that an appeal could be lodged after the Petitioners individually and voluntarily accepted the sums received from the Defendant in full and final settlement of the matter.
- iv. The advocate also claimed that the Plaintiffs represented by the other firms of Advocates lodged an appeal against the decision of the High Court. Lawrence Nduttu, a petitioner herein continued to receive court documents through Harrison Kinyanjui, advocate because he was the lead Plaintiff in Nairobi HCCC No. 279 of 2003; Lawrence Nduttu & Others vs. Kenya Breweries Limited.
- v. The advocate also claimed that he was entitled to fees in the subsisting appeal as the Petitioners were yet to withdraw instructions from him. He threatened to refer the dispute on his withholding of the sum of Kshs.1, 000,000/= received on account of Party and Party Costs to court for determination.

The Petitioners' Rejoinder

- J. Responding to the advocate's letter, the Petitioners stated that Harrison Kinyanjui, advocate failed to pay them as per the court judgment. The Petitioners further claimed that they did not understand the contents of the discharge vouchers they executed. *(Enclosed herewith and marked 'ACC 7' is a copy of the Petitioners' letter dated the 30th April, 2024)*
- K. In support of their claims the Petitioners furnished the Commission with a copy of a transcript of an unsigned statement allegedly made by the advocate at the Directorate of Criminal Investigations (DCI) indicating that there was a pending appeal. Further, the complainant availed a copy of a consent dated the 11th January, 2022 filed in court confirming

settlement of the matter. The Petitioners also provided copies of cheques issued to them by the Advocate in settlement of their claims.

Analysis of Possible Acts of Professional Misconduct

L. The Commission proceeded with its analysis of the facts of the complaint as presented by the Petitioners, the response from the advocate and the rejoinder by the Petitioners. The possible acts of Professional Misconduct identified in (H) above were addressed as follows:

i. Failing to provide any or adequate professional service despite payment of fees

The Commission noted that the advocate discharged his professional duties in representing the Petitioners both in the miscellaneous application and the substantive suit.

The advocate had alleged that the Petitioners did not settle his legal fees in both matters and sought to refer the dispute on legal fees for determination by a Taxing Master/court of law.

The Petitioners did not support their claim that they settled the advocate's fees with proof of such payment(s).

ii. Withholding money collected on behalf of a client and Overcharging and claiming costs not justified by circumstances

The Petitioners claimed that the advocate failed to pay them as per the Judgement delivered on the 18th January, 2018. They also claimed that they were overcharged.

As confirmed by the advocates for Kenya Breweries Limited, the matter was subsequently compromised when the Petitioners executed Discharge Vouchers that expressly provided as follows:

"...I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under judgment in High Court Civil Case No. 279 of 2003 – Lawrence Nduttu & Others vs Kenya Breweries Limited ("the Suit")

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in Suit, I hereby waive my right to make any future claims for any amounts,

expenses, losses, liabilities, rights, benefits, or entitlements(whether known or unknown) that maybe due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers or its parent company and its insurers..."

The wording of the Discharge Voucher explicitly meant any/or further claims against the Defendant were extinguished on their executing and receiving the agreed sums. *(Enclosed herewith and marked 'ACC 8' are copies of the Discharge Vouchers)*

A Discharge Voucher has contractual implications that bind the parties. The purpose of the discharge voucher or settlement agreement is to ensure that a plaintiff relinquishes any claims they may have against the Defendant.

The Petitioners acknowledged receipt of the agreed amount by signing a discharge voucher. In the discharge voucher the Petitioners also waived any further claims against the Defendant. The Commission cannot interfere and/or interrogate the circumstances surrounding the execution nor can it interfere with its contents as this falls out of its mandate. Only a court of law can interrogate and interfere with the contents of a Discharge Voucher.

It is therefore absurd that the Petitioners herein expected the advocate to lodge an appeal against the Judgement dated the 18th January 2018 after having executed Discharge Voucher clearly accepting the amounts paid to them and waiving any right to any further claims against the Defendant, Kenya Breweries Limited.

iii. Failing to behave with integrity and behaving in a way likely to diminish public trust in the legal profession.

The petitioners claimed that the advocate in representing them failed to behave with integrity and behaved in a way likely to diminish public trust in the legal profession. They alleged that the advocate failed to inform them of the contents of the Discharge Voucher that extinguished their claims for further payments from Kenya Breweries. The ACC took the view that this allegation cannot be sustained in that the Petitioners are literate.

M. The Petitioners further claimed that the advocate was negligent in allowing them to execute the Discharge Vouchers, knowing too well that the execution of the same meant that they could not make any

further claims against the Defendant. We informed the Petitioners that claims of professional negligence fall outside the ACC's mandate. They were advised to file suit against the advocate in court for redress and for proper remedies.

Conclusion

In the said Petition before the Senate the petitioners allege that they made efforts to have the claim addressed by the ACC, but the ACC response was unsatisfactory. From the foregoing it is obvious that the Commission has no mandate over employment matters involving Kenya Breweries and its employees. The ACC could only interrogate the professional conduct of the complainants' advocates. This was made clear to the petitioners. Unfortunately, that advice is in the Petitioners view unsatisfactory.

All the claims of professional misconduct laid against the advocate could not be sustained.

The ACC communicated its decision to reject the Petitioners' claims of professional misconduct against the advocate. *(Enclosed herewith and marked 'ACC 9' is a copy of the Commission's letter to the Petitioners dated the 24th July, 2024).*

In the view of ACC, the circumstances of the complaint, after due enquiry, did not disclose a disciplinary offence with which the Advocates Disciplinary Committee can properly deal.

Further, the Complainants were advised of the options available to them in case they were dissatisfied with the Commission's decision to reject their complaint. The Petitioners could opt to lodge their complaints directly to the Advocates Disciplinary Committee as provided under Section 60(1) of the Advocate's Act, Chapter 16, Laws of Kenya.

The Petitioners were also informed of their right of appeal against the Commission's decision at the High Court as provided for under Section 53(8) of the Advocates Act, Chapter 16, Laws of Kenya.

Yours faithfully,



GEORGE NYAKUNDI
SECRETARY,
ADVOCATES COMPLAINTS COMMISSION

Copy to: Chairman, Advocates Complaints Commission.

117

'ACCESS'

Kaplan Stratton
Advocates

Williamson House
4th Avenue Ngong
P.O. Box 40111 - 00100
Nairobi, Kenya

www.kaplanstratton.com
Email: KS@kaplatrati.com
VAT No. 201121801 / PIN 25000120415

T: (0) 20 2941000
(0) 20 2733019
M: (0) 722 205782/3
(0) 733 899012/3
Int. Code: +254
DZ: No. 19

YOUR 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,

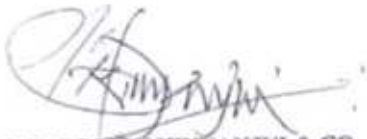
High Court Civil Case No. 279 of 2003
Lawrence Nduttu & Others vs. Kenya Breweries Limited

We request you to kindly record the following consent:

"BY CONSENT"

The suit between the Defendant and the Plaintiffs listed in the attached schedule and referred to at paragraph 14 of the judgment delivered on 24th January 2018 is hereby marked as settled."

Yours faithfully,


J. HARRISON KINYANJUI & CO
ADVOCATES FOR THE PLAINTIFFS


KAPLAN & STRATTON
ADVOCATES FOR THE DEFENDANT

F. Ojiambo, MBS SC; P. Hine; S. Wanaina; P. Gachui; R. Mbari; N. Malik; E. Kinyanjui; C. Wetende; J. Muthui;
P. Bwire; K. Kamotho; P. Njeru; S. Kiara-Musa; N. Mwangi; R. Kirunga; C. Etyang; J. Ng'ang'ira;
D. Fowler (Consultant)

Member of
LEE AFRICA
www.leeafrica.com

'200A'

'ALL 6A'

**Kaplan Stratton
Advocates**

Williamson House
4th Avenue Ngong
P.O. Box 40111 - 00100
Nairobi, Kenya

www.kaplanstratton.com
Email: KS@kapstrat.com
Tel No: 0112180 Fax: 0026155412

T: (0) 20 2841000
(0) 20 2733919
M: (0) 722 205782/3
(0) 733 888012/3
Int. Code: +254
DZ No. 19

YOUR REFERENCE

JHK/DM/3005/2012

OUR REFERENCE

PMG/KE/10/172

DATE

20 December 2021

J. Harrison Kinyanjui & Co.
Advocates
St. Ellis House
(Formerly Mitchell Cotts House)
4th Floor, Wabers Street
NAIROBI

URGENT

Advance by email: gregtharrison@yahoo.com

Dear Sir

HCCC No.279 of 2003
Lawrence Nduttu & Others vs Kenya Breweries Limited

We refer to the various correspondence in the above matter.

Our client is willing to pay the sum of KES 1,000,000.00 in full and final settlement of party and party costs in the matter. We will therefore be paying out the following sums to you in full and final settlement of your clients' claims under the judgement and decree in the suit as well as the discharge vouchers executed by your clients, as follows:

Decretal Sum	9,405,541.00
Interest up to 31 st November 20021	4,350,771.35
Party and party costs	1,000,000.00
Total	KES 14,756,312.35

We further enclose a consent letter marking the suit as settled between our respective clients. We shall only file it upon remittance of the above decretal amount to your account as below. Please confirm that the details are accurate.

ACCOUNT NAME	J. HARRISON KINYANJUI & CO. ADVOCATES, CLIENTS
BANK	ACCOUNT
BRANCH	ABSA BANK OF KENYA LTD
ACCOUNT NUMBER	QUEENSWAY HOUSE BRANCH, NAIROBI
SWIFT CODE	2044308773
BRANCH CODE	BARCKENXBANK
	030094

F. Ojiambo, MBS, SC P. Hime S. Wainaina P. Gachuri R. Mbat N. Malik E. Kinyanjui C. Wetende J. Muthui
P. Kimiro K. Kamalika P. Njeru S. Kiaria-Musa N. Munga R. Kirunga C. Etyang J. Ng'ang'ira
O. Fowler (Consultant)

Member of
LEX AFRICA
www.lexafrica.com

13

119

'A233A'

Do let us have executed copies of the consent.

Yours faithfully


P. M. Guehhl
KAPLAN & STRATTON
Encl.
Cc: Client

'ACCB'

J. HARRISON KINYANJUI
& CO. ADVOCATES

J. Harrison Kinyanjui
LLB (NRS) Dip. in Law (KSL)

ST. ELLIS HOUSE
KEMPERLEY MITCHELL COLLEGE HOUSE
4TH FLOOR, SUITE 410
WABERA STREET
P.O. BOX 10024 GPO NAIROBI
CELL: 0704 733 050
TEL: 254 20 342070
FAX 254 20 342071
email: graciaharrison@yahoo.com

Our Ref: HK/DM/3005/2012
Date:

Your Ref: PMG/KE/10/172

JANUARY 12, 2022

KAPLAN & STRATTON ADVOCATES
WILLIAMSON HOUSE
4TH AVENUE NGONG
P.O. BOX 40111-00100
NAIROBI

Email: KS@kapsrat.com

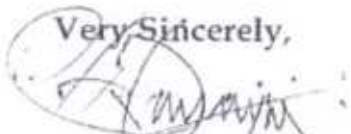
For the Attention of: Mr. P.M. Gachuhi,

Dear Sir,

RE: HCC NO. 279 OF 2003
LAWRENCE NDUTTU & OTHERS vs. KENYA BREWERIES LIMITED

We refer to the above and enclose the signed Consent for your records and action. We hereby confirm the details of our Client's Account details of which we furnished on you. We await the confirmation of the transmission of the funds at the earliest. Thank you.

Very Sincerely,



J. HARRISON KINYANJUI & CO. ADVOCATES

Enclosure

(Letter of Consent dated 11th January 2022 duly signed)

"When I'm talking to this, I feel I have a voice." - R. K. M. M.

121

226

'ACCER'

Telegraphic Address

'Bunge', Nairobi

Telephone 2848000

Fax: 2243694

E-mail: clerk.senate@parliament.go.ke

The Senate

Clerk's Chambers

Parliament Buildings

P.O. Box 41842 - 00100

NAIROBI, Kenya

PARLIAMENT

OFFICE OF THE CLERK OF THE SENATE

REF: SEN/DSEC/DISSC/ SCLSW/2025/53

22nd April, 2025

Mr. George Nyakundi,
Commission Secretary & Chief Executive Officer,
Advocates Complaints Commission,
Cooperative Bank House, Haile Selassie Avenue,
P.O. Box 48048 - 00100,
NAIROBI.

Denm Njg (R/S)
Phase 1 only
27/05/2025

Dear Sir,

**RE: COMMITTEE RESOLUTION ON MEDIATION AND REVIEW IN
RELATION TO THE PETITION CONCERNING THE ALLEGED
FAILURE BY KENYA BREWERIES LIMITED, KAPLAN &
STRATTON ADVOCATES AND HARRISON KINYANJUI
ADVOCATES TO PAY COMPENSATION AWARDED TO
PETITIONERS**

We refer to the meeting of the Standing Committee on Labour and Social Welfare on the above Petition, held on Thursday, 10th April, 2025, at which you were present.

As you will recall, the meeting was attended by Advocates of both parties, namely Mr. Harrison Kinyanjui who had represented the Petitioners in the Court case cited in the Petition and Mr. Peter Mbuthia Gachuhi of Kaplan & Stratton Advocates representing Kenya Breweries Limited.

During the meeting, the Committee noted that Kenya Breweries Limited is yet to fully comply with the Court ruling and resolved that the Advocates Complaints Commission, in accordance with its mandate, undertakes mediation to facilitate the enforcement of the judgment award, particularly the payment of one month's salary and accrued interest to the Petitioners, as pronounced in *HCCC No. 279 of 2003 - Lawrence Nduttu & 125 Others Vs Kenya Breweries Limited & Another*, by undertaking the following actions-

1. Request full disclosure from Kenya Breweries Limited (KBL) of all compensation disbursement records issued in compliance with the court judgment and reconcile these with actual amounts received by the Petitioners;
2. Convene oral hearings with both law firms mentioned in the Petition and request for the production of the following documentation-
 - a) Fee agreements;
 - b) Powers of Attorney (if any);
 - c) Payment instructions; and
 - d) Client account transaction records;

- ' F J J A '
3. Evaluate compliance with statutory, ethical and fiduciary obligations by the Advocates involved, especially regarding the handling of client funds, instructions and the settlement of the full decretal amount as awarded by the High Court; and
 4. Examine the High Court record in HCCC No. 279 of 2003 and compare its contents with the Petition to identify any overlaps, unresolved issues, or contradictions requiring clarification.

The purpose of this letter is to-

1. Request you to submit a comprehensive report on the implementation status of the judgement award to be received on or before **Thursday, 15th May, 2025**, by email, on the address clerk.senate@parliament.go.ke and copied to laboursocialwelfarecomm.senate@parliament.go.ke;
2. Invite you to appear before the Committee on **Monday, 19th May, 2025** in the **Hall Mini Chamber, County Hall Building** at **11:00 a.m.** to respond to the issues raised in the Petition; and
3. Requests that on the scheduled day of your appearance, you avail ten (10) hard copies of your responses, together with all relevant supporting documents.

Ms. Mwanate Shaban, Principal Clerk Assistant II (Cell Number- 0726953257; Email: mwanate.shaban@parliament.go.ke), is the Clerk to the Committee and is responsible for all arrangements relating to this matter.

Yours faithfully,

For: *Ef*
J. M. NYEGENYE, CBS,
CLERK OF THE SENATE.

Copy to-

Mr. Peter Mbuthia Gachuhi,
Advocate & Partner,
Kaplan & Stratton Advocates,
Williamson House 4th Ngong Avenue,
P.O. Box 40111- 00100,
NAIROBI.

Mr. Harrison Kinyanjui,
Advocate, J. Harrison Kinyanjui & Co. Advocates,
St. Ellis House, Wabera Street,
P.O. Box 10024-00100,
NAIROBI.

Mr. George Njogu,
Lead Petitioner,
NAIROBI.

123



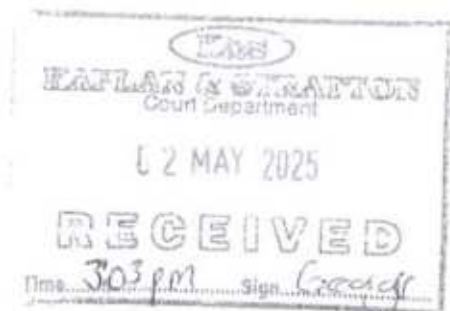
WTTIC 10/14
'ACC 8'

REPUBLIC OF KENYA
OFFICE OF THE ATTORNEY-GENERAL
&
DEPARTMENT OF JUSTICE

YOUR REF: TBA
OUR REF: CC/PE/FEB/23/6

2nd May, 2025

Mr. Peter Mbuthia Gachuhi,
Advocate & Partner,
Kaplan & Stratton Advocates,
Williamson House, 4th Ngong Avenue,
P.O. Box 40111-00100,
NAIROBI.
Email: KS@kapstrat.com



Mr. Harrison Kinyanjui,
Advocate, J. Harrison Kinyanjui & Co. Advocates,
St. Ellis House, Wabera Street,
P.O. Box 10024-00100,
NAIROBI.
Email: greatharrison@yahoo.com



Date not
Convenient Owing
to Prior fixing of
Hearing Case
002/2022 given
Priority hearing.

Dear Sirs,

RE: SENATE COMMITTEE RESOLUTION ON MEDIATION AND REVIEW IN
RELATION TO THE PETITION CONCERNING THE ALLEGED FAILURE BY
KENYA BREWERIES LIMITED, KAPLAN & STRATTON ADVOCATES AND
HARRISON KINYANJUI ADVOCATES TO PAY COMPENSATION AWARDED
TO PETITIONERS

Reference is made to the above matter and the letter Ref. No.
SEN/DSEC/DISSC/SCLSW/2025/53 dated 22nd April 2025 from the Clerk of the Senate
(Copy of the letter is enclosed for your reference).

The Advocates Complaints Commission (ACC) is established under Section 53 of the
Advocates Act to receive and enquire into complaints against advocates, Law firms and
their employees. After due inquiry, the ACC is mandated to reject the complaint.

'800A'

promote reconciliation and/or encourage and facilitate an amicable settlement or, if a disciplinary offence that is serious or aggravated is disclosed, file a complaint before the Advocates Disciplinary Committee (ADC).

As you are aware, the Senate, through its letter referenced above has directed the Commission to take certain actions relating to the Petition before it and submit a report. In compliance with the said letter, the Commission invites you for a meeting to be held on **Thursday, 8th May 2025** at the Commission's office on **20th Floor, Cooperative Bank House along Haile Selassie Avenue** at **11.00am**. On the scheduled day of the meeting, kindly avail the documents listed in the letter from the Senate. Specifically, let us have the following documents:

1. All compensation disbursement records from Kenya Breweries Limited in compliance with the court judgment;
2. All records relating to the payments made to the petitioners;
3. Fee agreements;
4. Powers of Attorney (if any);
5. Payment instructions; and
6. Client account transaction records;

Additionally, kindly also furnish us with any other relevant documents/information that may assist in dealing and resolving this matter.

You may send an advance copy of your response to acc@ag.go.ke and copy to dennis.njagi@ag.go.ke.

Yours faithfully,



GEORGE NYAKUNDI,
SECRETARY,
ADVOCATES COMPLAINTS COMMISSION

Encl.

Copy to: Chairman, Advocates Complaints Commission

125



REPUBLIC OF KENYA

OFFICE OF THE ATTORNEY-GENERAL
&
DEPARTMENT OF JUSTICE

Office copy
'ACC 9'

YOUR REF: TBA
OUR REF: CC/PE/FEB/23/6

5th May, 2025

Mr. Harrison Kinyanjui,
Advocate, J. Harrison Kinyanjui & Co. Advocates,
St. Ellis House, Wabera Street,
P.O. Box 10024-00100,
NAIROBI.
Email: greatharrison@yahoo.com



Dear Sir,

RE: SENATE COMMITTEE RESOLUTION ON MEDIATION AND REVIEW IN
RELATION TO THE PETITION CONCERNING THE ALLEGED FAILURE BY
KENYA BREWERIES LIMITED, KAPLAN & STRATTON ADVOCATES AND
HARRISON KINYANJUI ADVOCATES TO PAY COMPENSATION AWARDED
TO PETITIONERS

Reference is made to the above matter, the letter Ref. No.
SEN/DSC/DISSC/SCLSW/2025/53 dated 22nd April 2025 from the Clerk of the Senate,
our letter dated 2nd May 2025 and the telephone conversation on 5th May 2025
between yourself and the undersigned.

The Commission has considered and granted your request for a change of time for the
proposed meeting to discuss the issues raised in the Senate's letter referenced above.
Consequently, the Commission will hear you on **Thursday, 8th May 2025** at the
Commission's office on **20th Floor, Cooperative Bank House along Haile Selassie
Avenue at 8.30 AM.**

'P 22A'
You may send an advance copy of your response to acc@ag.go.ke and copy to dennis.njagi@ag.go.ke.

Yours faithfully,



GEORGE NYAKUNDI,
SECRETARY,
ADVOCATES COMPLAINTS COMMISSION

Encl. (Letter dated 22nd April 2025 from the Clerk of the Senate and ours dated 2nd May 2025)

Copy to: Chairman, Advocates Complaints Commission

127

'ACCIO'

Subject FW: RE: ANSWER TO COMPLAINT AGAINST US BY LAWRENCE NDUTTU, JAMES SUYANGA, JULIUS MULWA & GEORGE NJOROGI

From: acc <acc@ag.go.ke>

To: dennis njagi <dennis.njagi@ag.go.ke>, naghea daido <naghea.daido@ag.go.ke>, kenneth kikwai <kenneth.kikwai@ag.go.ke>, Anthony Muinde Mbua SLO ACC <anthony.mbua@ag.go.ke>

Cc: acc commissioners <acc.commissioners@ag.go.ke>

Date: Wednesday May 7, 2025 7:43:48 PM

Good evening,

This response from Mr Kinyanjui received this evening is shared for your information.

Thank you,

George Nyakundi

----- Original message -----

From: harrison Kinyanjui <greatharrison@yahoo.com>

Date: 07/05/2025 15:22 (GMT+03:00)

To: acc@ag.go.ke

Subject: RE: ANSWER TO COMPLAINT AGAINST US BY LAWRENCE NDUTTU, JAMES SUYANGA, JULIUS MULWA & GEORGE NJOROGI

Our Ref: JHK/DM/3005/2012 Your Ref: CC/PE/FEB/23/26

Date: MAY 7TH, 2025

THE SECRETARY
COMPLAINTS COMMISSION
CO-OPERATIVE BANK HOUSE, 20TH FLOOR
HAILE SELASSIE AVENUE
NAIROBI

Email: acc@ag.go.ke Tel: 0732-529995

Dear Sir,/Madam,

128

'01 00 A'

RE: ANSWER TO COMPLAINT AGAINST US BY LAWRENCE NDUTTU, JAMES SUYANGA, JULIUS MULWA & GEORGE NJOROGI

We refer to the above and your letter dated 5th May, 2025. We had previously answered the allegations against us and reiterate our response thereto exactly a year ago on 24th April, 2024.

Due to the short notice we have not been able to secure some CERTIFIED copies of documents requested for, and yet the timelines are constricted for us to give a comprehensive answer.

We also needed to extract and furnish on you the CERTIFIED copy of the court of Appeal proceedings in COA Civil Appeal no. E049 of 2024 implicating the Claimants' claims herein, which because of the short time we have not obtained.

Further, we have not received the Senate proceedings on the same issue in demonstration of the repeated manner in which we have been subjected to the same re-trial of the issue.

We also have not been able to get the complete CERTIFIED DCI Report on the same allegations levied by the Claimants against us and the dismissal of their allegations which we now see as a naked witch hunt.

The same individuals (after the Senate hearing) have served us with a documents from GICHEHA & KAMAU ADVOCATES dated 30th April, 2025 on alleged AGREEMENTS we were not privy to and seeking remittances of proceeds of payments to THEM under instructions from the SAME Claimants herein. Attached is a copy.

Without prejudice and in order to respond to the specific itemized allegations made against us we state as follows:

In respect of the issues raised in your Letter I deny the imputation of ANY wrongdoing and state:-

It is NOT true that the 4 Complainants were the sole Plaintiffs in the Nairobi HCC No. 279 of 2003 Lawrence Nduttu & Others vs. Kenya Breweries Limited.

1. The fact is that there were alleged to be about 6,000 former employees of Kenya Breweries, some represented by Gitobu Imanyara & Co. Advocates, some by Namada & Co. Advocates, and some by O.P. Ngoge & Co. Advocates. Some of the Plaintiffs left Gitobu Imanyara &

Co. Advocates and came to seek representation from my law firm. They were in penury and I offered to act for ONLY identifiable Plaintiffs from M/S Gitobu Imanyara Advocate.

2. About 125 of the said individuals approached my law firm through Lawrence Nduttu to represent them in the cited suit. O.P. Ngoge & Co. Advocates were unhappy about this and when the matter was called before Hon. Lady Justice Ang'awa she listed the said individuals as being aligned under my law firm and those aligned under Namada & Co. Advocates.

3. Unhappy, O.P. Ngoge Advocate sued my law firm as well as Namada & Co. Advocates to appeal against a Ruling of the High Court dated 16th December, 2011 (Ang'awa, J) that had allowed some parties joined in the suit as plaintiffs to be represented by the firm of M/s J. Harrison Kinyanjui & Co. Advocates, instead of M/s O.P. Ngoge & Associates who were representing all the plaintiffs jointly.

4. This was overruled by Hon. Mr. Justice Githinji, Warsame & Musinga (JJA) by an Order dated 19th November, 2013 in Nairobi Court of Appeal Civil Application No. NAI 51 of 2013. NONE of the 4 Complainants herein paid my law firm a SHILLING to defend them in the Court of Appeal in those proceedings. Can the Complainants even allege that we "failed to provide any/adequate professional service" in this instance despite NO fee being remitted?

5. Unhappy with the Court of Appeal's decision against him, O. P. Ngoge Advocate then lodged and Appeal in the Supreme Court, vide Supreme Court Petition No. 13 of 2013. My law firm was sued as the 3rd Respondent therein while the 4 Complainants herein as part of the Respondents No. 4 in the Supreme Court Appeal relied on my representation.

6. The Supreme Court DISMISSED the said appeal entirely. NONE of the Complainants or indeed the rest of the 125 persons under Lawrence Nduttu paid my law firm a SHILLING. To date. Can the Complainants even allege that we "failed to provide any/adequate professional service" in this instance despite NO fee being remitted?

7. The stated decision of the Supreme Court which details the matter in extensor, including our representations before the Apex Court can be found here for verification: Peter Odiwuor Ngoge t/a O P Ngoge & Associates Advocates & 5379 others v J Namada Simoni t/a Namada & Co Advocates & 725 others [2014] eKLR (See Annexure 1)

8. I appeared during the entire Hearing of the High Court trial before the Hon. Mr. Justice Sevon and the 4 Complainants are misrepresenting the facts before this Honourable Commission in alleging that "judgement was delivered in favour of all the Plaintiffs represented by [us] for a sum of Ksh. 14, 756,312/=.

In rejoinder to the breakdown of the sums stated in your Letter's paragraph "b", we DENY the same and respond as follows:-

9. The truth of the matter is that we requested Kaplan & Stratton to pay our legal costs at a fee of Ksh. 1,000,000/= wholly separate from the Ksh.13,756,312/= due to the 125 Plaintiffs we represent, and this was communicated to the Plaintiffs through Mr. Lawrence Nduttu. Already, by misrepresenting that their sums accruing to them is Ksh. 14,756,312/= the Complainants insinuate that we have pilfered their money. We NEVER took and would NEVER take a penny of THEIR dues.

10. On 22nd January 2022 Kaplan & Stratton a sum of Ksh. 14, 756,312/= of our Client Account in furtherance of the Discharge Vouchers executed by each and every one of the 125 individuals. We annex a copy of the said Transmission as Annexure 2.

11. No one compelled ANY of the Claimants to execute the Discharge Vouchers. Mr. Lawrence Nduttu was tasked by the Hon. Lady Justice Ang'awa with representing the Claimants. He thus arranged for each of them to be furnished with a copy of their respective Discharge Voucher from Kenya Breweries' advocates on record M/S. Kaplan & Stratton Advocates, and each of them executed the same.

12. They each voluntarily and without any compulsion executed the same after being informed of the contents and ramifications thereof. Their payments were made by bankers checks. Annexed is each of the said Cheques in proof as Annexure 3.

13. It was on the bases of these Discharge Vouchers that the pro-rated sums were remitted. Note that the individuals were to receive each according to their Discharge Voucher. As a Client binds an Advocate to a commitment made which the Advocate has to abide by, these Discharge Vouchers are categorical and clear in their terms. How could I be accused of overriding the same?

14. The Complainants READ and UNDERSTOOD what the Discharge Vouchers stated BEFORE executing the same. We then forwarded each of the said duly executed Discharge Vouchers to Kaplan & Stratton Advocates by our letter dated June 5th, 2028. They cannot be heard to resile from their own commitments therein contained. Please see Annexure 3 in proof.

On the allegations as similarly raised in your earlier letter in paragraph "c" "d", "e", "f", "g", and "h" of your Letter to us, we did DENY and again DENY the same, and state as follows:

15. The cited paragraphs are ALL intertwined on the allegations relating to the Court of Appeal issue hence we have (in saving time) responded at once to avoid jumbling the issues as herein below stated.

16. At NO time did we inform the Complainants or ANY of the Plaintiffs that we were lodging an Appeal on THEIR behalf. Ever. Let them provide the evidence of such, and WHEN we all egged to so do. They NEVER instructed us to Appeal and at any rate we informed them of the contents of their Discharge Voucher, in particular the 4 Complainants.

17. What we informed the Plaintiffs represented by Mr. Lawrence Nduttu immediately we were served with a Notice of Appeal in the Nairobi HCC No. 279 of 2003 Lawrence Nduttu & Others vs. Kenya Breweries Limited matter was that the Plaintiffs represented by Namada & Co. Advocates (and some who had remained with O.P. Ngoge Advocate) elected to appeal against the decision of the Hon. Mr. Justice Serгон.

18. We were named as recipients of the Notice of Appeal and as AFFECTED parties their representation at the Court of Appeal would arise. That was the basis of our reference to them of the Court of Appeal proceedings. As the Court of Appeal Rules demand that ALL AFFECTED PARTIES be served with the Court of Appeal Notice and process, we informed the Complainants that inevitably we would represent them when the pending Appeal arose for adjudication.

19. Was that a misrepresentation from us to the Plaintiffs we represented as well as the Complainants named? NO. Rule 77 (1) of the Court of Appeal Rules states: rule stipulates as follows:

"An intended appellant shall, before or within seven days after lodging notice of appeal, serve copies thereof on all persons directly affected by the appeal." (Emphasis added)

20. We immediately informed the Complainant Lawrence Nduttu representing the rest of the 125 Plaintiffs with us that Namada & Co. Advocates HAD filed a Notice of Appeal and that THEY were DIRECTLY AFFECTED parties under the above Rule. It is therefore a lie for the Complainants to misrepresent that we were filing an Appeal on THEIR behalf, which we neither promised nor did.

21. Rhetorically, was the participation of the 125 Plaintiffs then going to be free-of-charge in the Appeal lodged by their Co-Plaintiffs in the High Court, but in which they stood DIRECTLY affected? Since the Court of Appeal Rules BOUND us to the said Appeal lodged by Namada & Co. Advocate was it a mis

representation to them that we would HAVE to participate in the Appeal process? NO.

22. For the record, we have NOT expended a SHILLING of their money in the Client's Account No. 2044308773 TO DATE. The Statement of Account (kept in confidentiality of the other 121 Plaintiffs in furtherance of their Data Protection Act rights) is AVAILABLE for scrutiny and inspection to establish if we have DIVERTED a Shilling of the Complainant's monies held therein or pilfered a penny therefrom.

23. As we speak and even as at April 4th 2024, the Pending Appeal lodged by the self-same Plaintiffs represented hitherto by Namada & Co. Advocates issue is STILL ongoing, contrary to the allegations of the Complainants.

24. They failed to disclose to you this fact, that vide NAIROBI COURT OF APPEAL CIVIL APPEAL NO. E069 OF 2024 LAWRENCE NDUTTU & OTHERS vs. KENYA BREWERIES LIMITED is pending and we were served with the annexed application, marked as Annexure 4 in proof.

25. By our Letter dated 4th April 2024 to the 125 Plaintiffs represented by Lawrence Nduttu, we informed them that we had BEEN SERVED on their behalf with the said process in NAIROBI COURT OF APPEAL CIVIL APPEAL NO. E069 OF 2024 LAWRENCE NDUTTU & OTHERS vs. KENYA BREWERIES LIMITED.

26. They acknowledged receipt of our said letter and promised to call on us on April 19th 2024 and on April 22nd 2024. They did not. Please see Annexure No.5 in proof

27. In light of the stated NAIROBI COURT OF APPEAL CIVIL APPEAL NO. E069 OF 2024 LAWRENCE NDUTTU & OTHERS vs. KENYA BREWERIES LIMITED, they have NOT withdrawn instructions from us or appointed ANOTHER Advocate to act in lieu of ourselves.

28. We remain professionally bound in the matter for the Plaintiffs, under Order 9 Rule 5 of the Civil Procedure Rules. Its states:

Change of advocate [Order 9, rule 5.]

"A party suing or defending by an advocate shall be at liberty to change his advocate in any cause or matter, without an order for that purpose, but unless and until notice of any change of advocate is filed in the Court in which such cause or matter is proceeding and served in accordance with rule 6, the former advocate shall, subject to rules 12 and 13 be considered the advocate of the party until the final conclusion of the cause or matter, including any review or appeal." [emphasis added]

29. Clearly, the Complainants STILL come to my Chambers to date for representation (as you can see from Annexure No. 5 above). On 14th February 2023 we were served with process with M/s OTWAL & MANWA ASSOCIATES ADVOCATES who took over some Plaintiffs from Namada & Co. Advocates and we attended Court on behalf of the very same Complainants when the matter was before the Hon. Lady Justice Onger. Please see Annexure No. 6 in proof.

30. On April 2nd 2024 we received an email disclosing service of the process in NAIROBI COA APPEAL NO E069/2024 LAWRENCE NDUTTU & 156 OTHERS VERSUS KENYA BREWERIES LIMITED served on us on behalf of the Complainants and the 121 Others that we represent. We duly notified the Complainants as indicated above. Please see Annexure No. 7 in proof.

31. All this professional work in perusing communication from the Court of Appeal, attending to respond to the same, attending the Complainants to notify them on the ARISING Appellate proceedings is (rhetorically) for nothing?

32. Rhetorically also, with what do we secure resources to be ONLINE, to print these documents and letters to the Complainants and even maintain an office where THEY show up at most every other week without their remittance even of Consultation fees? Have we even invoiced them fees at all for them to allege that we have pocketed their monies?

33. More fundamentally, it can be asked: Are the proceedings in NAIROBI COA APPEAL NO E069/2024 LAWRENCE NDUTTU & 156 OTHERS VERSUS KENYA BREWERIES LIMITED in actual existence in the Court of Appeal pending adjudication with the Complainants cited to respond? Yes.

34. The said Complainants are to the said extent plainly dishonest and have NOT even cared to state to us that they have lodged a Complaint before you in regard to their Claim.

In specific regard to item d. raised in your letter, we DENY the same and our response is as follows:

35. The Complainants do NOT deny that they were paid what was due to them. The calculations of the respective dues were monitored by none other than Lawrence Nduttu even micro managing the same in the minutest detail. NOT one of the 125 Plaintiffs has been deprived of what was due to them.

134

36. We attach herewith the bundle of Banker's Cheque signed collected by those Plaintiffs who called on us to collect their Cheques. Those who are deceased we did NOT release the ir cheques to Lawrence Nduttu as he had DEMANDED. We totally declined to hand them over to him.

37. Indeed, Lawrence Nduttu (apparently keen to pocket the monies of the deceased Plaintiffs) formed a CBO called KENBREX SACCO GROUP to collect the said sums from us and we declined. By our letter to the said persons including Mr. Lawrence Nduttu (Complainant) dated 18th March 2022 we informed them that this was NOT possible. Please see Annexure 8.

38. Accordingly we have continued to pay ONLY the legal representatives of the deceased Plaintiff ONLY. An example is attached Annexure 9. Out of the need to protect the data of the persons NOT part of the 4 Complainants out of the 125, allow us to provide this as an example.

39. Further, when Lawrence Nduttu realized that he could NOT collect from us the deceased persons' cheques, he started calling up the beneficiaries of these deceased persons and would ACCOMPANY them to our Chambers allegedly to "direct them" on how to go about the matter. They would then be extorted sums of money in the process. This was revealed to us by one of the beneficiaries so affected of Mesaidi Juma. Each of the CHANGED cheques drew a Bank charge fee chargeable on THEM as a whole, and the said parties are fully AWARE of this fact.

In response to the allegation that we have "withheld money collected from a Client", we DENY the same and rebut the same as follows:

40. After the unclaimed Bankers Cheques overstayed with us, we did RETURN the same to the ABSA BANK Client's Account and the money is SO HELD there to date. We produce the evidence (verifiable with the Bank) of this as Annexure 10.

41. Rhetorically, how can we possibly be said to withhold sums to persons who are deceased and their representatives are in the process of obtaining Letters of Administration and the Complainants had demanded that we pay THEM the said money "to transmit to the beneficiaries", which we declined as stated.

42. As to the allegation of "overcharging and claiming costs not justified in the circumstances", we vehemently DENY the same and if the Complainants insist on the said totally spurious allegation, we are ready and willing to TAX Advocate-

Client Bill of Costs in respect of what we have stated in paragraphs 4, 5, 7, 25, 27, and 29 above. Including the day to day activities that are ongoing with the said Complainants to attend to them as stated in paragraph 25 above.

43. As to the allegation of “failing to behave with integrity and behaving in a way to diminish public trust in the legal profession” we vehemently deny the same. The above explication clearly shows that the Complainants are MALICIOUSLY instigating totally unfounded and spurious allegations because we declined the manoeuvres.

44. Bitter with us at the pulling of the plugs to deprive the beneficiaries deceased of their dues (retained by the ABSA Bank until the Grants of Letters of Administration as presented in respect of each deceased Plaintiff), the Complainants proceeded to the DCI to report the VERY SAME complaint.

45. On 14th November 2023, 3 Police Officers from the Kiambu DCI called on me and the entire day pored through the documents I have presented above and they also scrutinized the Bank Account details. They directed that I present a Statement of Inquiry to them which I did on the said date which I produce as Annexure 11.

46. It came to my shock and dismay that this Complaint (my 1st and only Allegation of professional misconduct before the Complaints Commission since my Admission as a legal practitioner in the year 1996) was lodged without the Complainants even seeking to terminate instructions with my law firm and CONTINUE to receive legal services at NO COST charged on them by way of an invoice for fees.

47. The foregoing is further buttressed by the shocking revelation that while this Complaint is still before YOU, the very same Complainants stated that they have proceeded to the Senate to lodge a Petition against my law firm and Kaplan & Stratton advocates. I have yet to be served with the said Petition.

48. In sum, the Petitioners have received professional first Class legal representation (basically because of their having suffered penury), and out of which they have failed to appreciate the long standing litigation for close to 20 years cannot be remunerated in the manner they suggest. The Complainants (in my humble rejoinder), out of 121 others are ungrateful, totally inconsiderate and malicious in their Complaint. The agreement on payments was oral, that at the end of the trial such of my legal fees would be paid by the Defendants on a win, payable from the COSTS levied on the Defendant. As the persons I represent were scattered, and Judge Ang'awa had indicated that LAWRENCE NDUTTU was to represent them, they all agreed to this and it was communicated to them through LAWRENCE NDUTTU. This has no

t changed.

49. The said Complaint is frivolous, lacks merit and clearly, I have rendered my professional services beyond my call in this matter. The Complaint ought to be dismissed.

Thank you.

Very Sincerely,

J. HARRISON KINYANJUI & CO. ADVOCATES

Attachments.

Attachments

LETTER FROM GICHEHA KAMAU DATED 30TH APRIL 2025 KENBREX.pdf (908 kB)

J. HARRISON KINYANJUI
& CO. ADVOCATES

J. Harrison Kinyanjui
LLB (NBO) Dip. In Law (KSL)

ST. ELLIS HOUSE
(FORMERLY MITCHELL COTT'S HOUSE)

4TH FLOOR, SUITE 416
WABERA STREET
P.O. BOX 10024 GPO NAIROBI
CELL: 0734-733 659
TEL: 254-2-342070
FAX: 254-2-342071

email: greatharrison@yahoo.com

Our Ref: JHK/DM/3005/2012 Your Ref: CC/PE/FEB/23/26
Date: APRIL 24TH, 2024

THE SECRETARY
COMPLAINTS COMMISSION
CO-OPERATIVE BANK HOUSE, 20TH FLOOR
HAILE SELASSIE AVENUE
NAIROBI

Email: acc@ag.go.ke Tel: 0732-529995

Dear Sir,/Madam,

RE: ANSWER TO COMPLAINT AGAINST US BY LAWRENCE
NDUTTU, JAMES SUYANGA, JULIUS MULWA & GEORGE
NJOROGE

We refer to the above and your letter dated 4th April 2024 (received by us on 8th April 2024), and very much regret to note that we did NOT receive the Complainant's Complaint as made to you, in order for us to see the bases of the allegations leveled against us.

Without prejudice and in order to respond to the specific itemized allegations made against us we state as follows:

In respect of item "a" in your Letter I deny the imputation of ANY wrongdoing and state:-

It is NOT true that the 4 Complainants were the sole Plaintiffs in the Nairobi HCC No. 279 of 2003 Lawrence Nduttu & Others vs. Kenya Breweries Limited.

1. The fact is that there were alleged to be about 6,000 former employees of Kenya Breweries, some represented by Gitobu Imanyara & Co. Advocates, some by Namada & Co. Advocates, and some by O.P. Ngoge & Co. Advocates. Some of the Plaintiffs

When Replying to this Mail Please cite our Reference

- left Gitobu Imanyara & Co. Advocates and came to seek representation from my law firm. They were in penury and I offered to act for ONLY identifiable Plaintiffs from M/S Gitobu Imanyara Advocate.
2. About 125 of the said individuals approached my law firm through Lawrence Nduttu to so represent them in the cited suit. O.P. Ngoge & Co. Advocates were unhappy about this and when the matter was called before Hon. Lady Justice Ang'awa she listed the said individuals as being aligned under my law firm and those aligned under Namada & Co. Advocates.
 3. Unhappy, O.P. Ngoge Advocate sued my law firm as well as Namada & Co. Advocates to appeal against a Ruling of the High Court dated 16th December, 2011 (Ang'awa, J) that had allowed some parties joined in the suit as plaintiffs to be represented by the firm of M/s J. Harrison Kinyanjui & Co. Advocates, instead of M/s O.P. Ngoge & Associates who were representing all the plaintiffs jointly.
 4. This was overruled by Hon. Mr. Justice Githinji, Warsame & Musinga (JJA) by an Order dated 19th November, 2013 in Nairobi Court of Appeal Civil Application No. NAI 51 of 2013. NONE of the 4 Complainants herein paid my law firm a SHILLING to defend them in the Court of Appeal in those proceedings. Can the Complainants even allege that we "failed to provide any/adequate professional service" in this instance despite NO fee being remitted?
 5. Unhappy with the Court of Appeal's decision against him, O. P. Ngoge Advocate then lodged and Appeal in the Supreme Court, vide Supreme Court Petition No. 13 of 2013. My law firm was sued as the 3rd Respondent therein while the 4 Complainants herein as part of the Respondents No. 4 in the Supreme Court Appeal relied on my representation.
 6. The Supreme Court DISMISSED the said appeal entirely. NONE of the Complainants or indeed the rest of the 125 persons under Lawrence Nduttu paid my law firm a SHILLING. To date. Can the Complainants even allege that we "failed to provide any/adequate professional service" in this instance despite NO fee being remitted?
 7. The stated decision of the Supreme Court which details the matter in extensor, including our representations before the Apex Court can be found here for verification: Peter Odiwuor Ngoge t/a O P Ngoge & Associates Advocates & 5379 others v J Namada Simoni t/a Namada & Co Advocates & 725 others [2014] eKLR (See Annexure 1)

8. I appeared during the entire Hearing of the High Court trial before the Hon. Mr. Justice Serگون and the 4 Complainants are misrepresenting the facts before this Honourable Commission in alleging that "judgement was delivered in favour of all the Plaintiffs represented by [us] for a sum of Ksh. 14, 756,312/=.

In rejoinder to the breakdown of the sums stated in your Letter's paragraph "b", we DENY the same and respond as follows:-

9. The truth of the matter is that we requested Kaplan & Stratton to pay our legal costs at a fee of Ksh. 1,000,000/= wholly separate from the Ksh.13,756,312/= due to the 125 Plaintiffs we represent, and this was communicated to the Plaintiffs through Mr. Lawrence Nduttu. Already, by misrepresenting that their sums accruing to them is Ksh. 14,756,312/= the Complainants insinuate that we have pilfered their money. We NEVER took and would NEVER take a penny of THEIR dues.
10. On 22nd January 2022 Kaplan & Stratton a sum of Ksh. 14, 756,312/= of our Client Account in furtherance of the Discharge Vouchers executed by each and every one of the 125 individuals. We annex a copy of the said Transmission as Annexure 2.
11. No one compelled ANY of the Claimants to execute the Discharge Vouchers. Mr. Lawrence Nduttu was tasked by the Hon. Lady Justice Ang'awa with representing the Claimants. He thus arranged for each of them to be furnished with a copy of their respective Discharge Voucher from Kenya Breweries' advocates on record M/S. Kaplan & Stratton Advocates, and each of them executed the same.
12. They each voluntarily and without any compulsion executed the same after being informed of the contents and ramifications thereof. Their payments were made by bankers checks. Annexed is each of the said Cheques in proof as Annexure 3.
13. It was on the bases of these Discharge Vouchers that the pro-rated sums were remitted. Note that the individuals were to receive each according to their Discharge Voucher. As a Client binds an Advocate to a commitment made which the Advocate has to abide by, these Discharge Vouchers are categorical and clear in their terms. How could I be accused of overriding the same?
14. The Complainants READ and UNDERSTOOD what the Discharge Vouchers stated BEFORE executing the same. We then forwarded each of the said duly executed Discharge Vouchers to Kaplan & Stratton Advocates by our letter dated June 5th,

2028. They cannot be heard to resile from their own commitments therein contained. Please see Annexure 3 in proof.

On the allegations in paragraph "c" "d", "e", "f", "g", and "h" of your Letter to us, we DENY the same, and state as follows:

15. The cited paragraphs are ALL intertwined on the allegations relating to the Court of Appeal issue hence we have (in saving time) responded at once to avoid jumbling the issues as herein below stated.
16. At NO time did we inform the Complainants or ANY of the Plaintiffs that we were lodging an Appeal on THEIR behalf. Ever. Let them provide the evidence of such, and WHEN we alleged to so do. They NEVER instructed us to Appeal and at any rate we informed them of the contents of their Discharge Voucher, in particular the 4 Complainants.
17. What we informed the Plaintiffs represented by Mr. Lawrence Nduttu immediately we were served with a Notice of Appeal in the Nairobi HCC No. 279 of 2003 Lawrence Nduttu & Others vs. Kenya Breweries Limited matter was that the Plaintiffs represented by Namada & Co. Advocates (and some who had remained with O.P. Ngoge Advocate) elected to appeal against the decision of the Hon. Mr. Justice Serگون.
18. We were named as recipients of the Notice of Appeal and as AFFECTED parties their representation at the Court of Appeal would arise. That was the basis of our reference to them of the Court of Appeal proceedings. As the Court of Appeal Rules demand that ALL AFFECTED PARTIES be served with the Court of Appeal Notice and process, we informed the Complainants that inevitably we would represent them when the pending Appeal arose for adjudication.
19. Was that a misrepresentation from us to the Plaintiffs we represented as well as the Complainants named? NO. Rule 77 (1) of the Court of Appeal Rules states: rule stipulates as follows:

"An intended appellant shall, before or within seven days after lodging notice of appeal, serve copies thereof on all persons directly affected by the appeal." (Emphasis added)

20. We immediately informed the Complainant Lawrence Nduttu representing the rest of the 125 Plaintiffs with us that Namada & Co. Advocates HAD filed a Notice of Appeal and that THEY were DIRECTLY AFFECTED parties under the above Rule. It is therefore a lie for the Complainants to misrepresent that we were filing an Appeal on THEIR behalf, which we neither promised nor did.
21. Rhetorically, was the participation of the 125 Plaintiffs then going to be free-of-charge in the Appeal lodged by their Co-Plaintiffs in the High Court, but in which they stood DIRECTLY affected? Since the Court of Appeal Rules BOUND us to the said Appeal lodged by Namada & Co. Advocate was it a misrepresentation to them that we would HAVE to participate in the Appeal process? NO.
22. For the record, we have NOT expended a SHILLING of their money in the Client's Account No. 2044308773 TO DATE. The Statement of Account (kept in confidentiality of the other 121 Plaintiffs in furtherance of their Data Protection Act rights) is AVAILABLE for scrutiny and inspection to establish if we have DIVERTED a Shilling of the Complainant's monies held therein or pilfered a penny therefrom.
23. As we speak and even as at April 4th 2024, the Pending Appeal lodged by the self-same Plaintiffs represented hitherto by Namada & Co. Advocates issue is STILL ongoing, contrary to the allegations of the Complainants.
24. They failed to disclose to you this fact, that vide NAIROBI COURT OF APPEAL CIVIL APPEAL NO. E069 OF 2024 LAWRENCE NDUTTU & OTHERS vs. KENYA BREWERIES LIMITED is pending and we were served with the annexed application, marked as Annexure 4 in proof.
25. By our Letter dated 4th April 2024 to the 125 Plaintiffs represented by Lawrence Nduttu, we informed them that we had BEEN SERVED on their behalf with the said process in NAIROBI COURT OF APPEAL CIVIL APPEAL NO. E069 OF 2024 LAWRENCE NDUTTU & OTHERS vs. KENYA BREWERIES LIMITED.
26. They acknowledged receipt of our said letter and promised to call on us on April 19th 2024 and on April 22nd 2024. They did not. Please see Annexure No.5 in proof.
27. In light of the stated NAIROBI COURT OF APPEAL CIVIL APPEAL NO. E069 OF 2024 LAWRENCE NDUTTU & OTHERS vs. KENYA BREWERIES

LIMITED, they have NOT withdrawn instructions from us or appointed ANOTHER Advocate to act in lieu of ourselves.

28. We remain professionally bound in the matter for the Plaintiffs, under Order 9 Rule 5 of the Civil Procedure Rules. Its states:

Change of advocate [Order 9, rule 5.]

"A party suing or defending by an advocate shall be at liberty to change his advocate in any cause or matter, without an order for that purpose, but unless and until notice of any change of advocate is filed in the Court in which such cause or matter is proceeding and served in accordance with rule 6, the former advocate shall, subject to rules 12 and 13 be considered the advocate of the party until the final conclusion of the cause or matter, including any review or appeal."
[emphasis added]

29. Clearly, the Complainants STILL come to my Chambers to date for representation (as you can see from Annexure No. 5 above). On 14th February 2023 we were served with process with M/s OTWAL & MANWA ASSOCIATES ADVOCATES who took over some Plaintiffs from Namada & Co. Advocates and we attended Court on behalf of the very same Complainants when the matter was before the Hon. Lady Justice Ongeru. Please see Annexure No. 6 in proof.
30. On April 2nd 2024 we received an email disclosing service of the process in NAIROBI COA APPEAL NO E069/2024 LAWRENCE NDUTTU & 156 OTHERS VERSUS KENYA BREWERIES LIMITED served on us on behalf of the Complainants and the 121 Others that we represent. We duly notified the Complainants as indicated above. Please see Annexure No. 7 in proof.
31. All this professional work in perusing communication from the Court of Appeal, attending to respond to the same, attending the Complainants to notify them on the ARISING Appellate proceedings is (rhetorically) for nothing?
32. Rhetorically also, with what do we secure resources to be ONLINE, to print these documents and letters to the Complainants and even maintain an office where THEY show up almost every other week without their remittance even of Consultation fees? Have we even invoiced them fees at all for them to allege that we have pocketed their monies?

33. More fundamentally, it can be asked: Are the proceedings in NAIROBI COA APPEAL NO E069/2024 LAWRENCE NDUTTU & 156 OTHERS VERSUS KENYA BREWERIES LIMITED in actual existence in the Court of Appeal pending adjudication with the Complainants cited to respond? Yes.
34. The said Complainants are to the said extent plainly dishonest and have NOT even cared to state to us that they have lodged a Complaint before you in regard to their Claim.

In specific regard to item d, raised in your letter, we DENY the same and our response is as follows:

35. The Complainants do NOT deny that they were paid what was due to them. The calculations of the respective dues were monitored by none other than Lawrence Nduttu even micro managing the same in the minutest detail. NOT one of the 125 Plaintiffs has been deprived of what was due to them.
36. We attach herewith the bundle of Banker's Cheque signed collected by those Plaintiffs who called on us to collect their Cheques. Those who are deceased we did NOT release their cheques to Lawrence Nduttu as he had DEMANDED. We totally declined to hand them over to him.
37. Indeed, Lawrence Nduttu (apparently keen to pocket the monies of the deceased Plaintiffs) formed a CBO called KENBREX SACCO GROUP to collect the said sums from us and we declined. By our letter to the said persons including Mr. Lawrence Nduttu (Complainant) dated 18th March 2022 we informed them that this was NOT possible. Please see Annexure 8.
38. Accordingly we have continued to pay ONLY the legal representatives of the deceased Plaintiff ONLY. An example is attached Annexure 9. Out of the need to protect the data of the persons NOT part of the 4 Complainants out of the 125, allow us to provide this as an example.
39. Further, when Lawrence Nduttu realized that he could NOT collect from us the deceased persons' cheques, he started calling up the beneficiaries of these deceased persons and would ACCOMPANY them to our Chambers allegedly to "direct them" on how to go about the matter. They would then be extorted sums of money in the process. This was revealed to us by one of the beneficiaries so affected of Mesaidi

Juma. Each of the CHANGED cheques drew a Bank charge fee chargeable on THEM as a whole, and the said parties are fully AWARE of this fact.

In response to the allegation that we have "withheld money collected from a Client", we DENY the same and rebut the same as follows:

- 40. After the unclaimed Bankers Cheques overstayd with us, we did RETURN the same to the ABSA BANK Client's Account and the money is SO HELD there to date. We produce the evidence (verifiable with the Bank) of this as Annexture 10.*
- 41. Rhetorically, how can we possibly be said to withhold sums to persons who are deceased and their representatives are in the process of obtaining Letters of Administration and the Complainants had demanded that we pay THEM the said money "to transmit to the beneficiaries", which we declined as stated.*
- 42. As to the allegation of "overcharging and claiming costs not justified in the circumstances", we vehemently DENY the same and if the Complainants insist on the said totally spurious allegation, we are ready and willing to TAX Advocate-Client Bill of Costs in respect of what we have stated in **paragraphs 4, 5, 7, 25, 27, and 29** above. Including the day to day activities that are ongoing with the said Complainants to attend to them as stated in paragraph 25 above.*
- 43. As to the allegation of "failing to behave with integrity and behaving in a way to diminish public trust in the legal profession" we vehemently deny the same. The above explication clearly shows that the Complainants are MALICIOUSLY instigating totally unfounded and spurious allegations because we declined the manoeuvres.*
- 44. Bitter with us at the pulling of the plugs to deprive the beneficiaries deceased of their dues (retained by the ABSA Bank until the Grants of Letters of Administration as presented in respect of each deceased Plaintiff), the Complainants proceeded to the DCI to report the VERY SAME complaint.*
- 45. On 14th November 2023, 3 Police Officers from the Kiambu DCI called on me and the entire day pored through the documents I have presented above and they also scrutinized the Bank Account details. They directed that I present a Statement of Inquiry to them which I did on the said date which I produce as Annexture 11.*

46. It came to my shock and dismay that this Complaint (my 1st and only Allegation of professional misconduct before the Complaints Commission since my Admission as a legal practitioner in the year 1996) was lodged without the Complainants even seeking to terminate instructions with my law firm and CONTINUE to receive legal services at NO COST charged on them by way of an invoice for fees.
47. The foregoing is further buttressed by the shocking revelation that while this Complaint is still before YOU, the very same Complainants stated that they have proceeded to the Senate to lodge a Petition against my law firm and Kaplan & Stratton advocates. I have yet to be served with the said Petition.
48. In sum, the Petitioners have received professional first Class legal representation (basically because of their having suffered penury), and out of which they have failed to appreciate the long standing litigation for close to 20 years cannot be remunerated in the manner they suggest. The Complainants (in my humble rejoinder), out of 121 others are ungrateful, totally inconsiderate and malicious in their Complaint.
49. The said Complaint is frivolous, lacks merit and clearly, I have rendered my professional services beyond my call in this matter. The Complaint ought to be dismissed.

Thank you.

Very Sincerely,


J. HARRISON KINYANJUI & CO. ADVOCATES

Attachments.

Annexure:- 1



REPUBLIC OF KENYA
IN THE SUPREME COURT OF KENYA
AT NAIROBI

(Coram: Rawal, DCJ; Tunoi, Ibrahim, Ojwang & Ndungu, SCJJ)

PETITION NO. 13 OF 2013

-BETWEEN-

1. PETER ODIWUOR NGOGE T/A O.P. NGOGE & ASSOCIATES ADVOCATES
2. MOHAMMED OMAR MUSA & 5378 OTHERS.....APPELLANTS

-AND-

1. J. NAMADA SIMONI T/A NAMADA & CO. ADVOCATES
2. MICHAEL KIMONYI & 596 OTHERS
3. J. HARRISON KINYANJUI T/A J. HARRISON KINYANJUI & CO. ADVOCATES
4. LOURENCE KYALO NDUTTU & 124 OTHERS
5. KAPLAN & STRATTON ADVOCATES
6. KENYA BREWERIES LIMITED.....RESPONDENTS

(Being an Appeal arising from the Ruling and orders of the Court of Appeal at Nairobi (Githinji, Warsame & Musinga JJA) dated 19th November, 2013 in Civil Application No. NAI 51 of 2013)

RULING

I. INTRODUCTION

[1] This Ruling emanates from two Notices of Preliminary Objection: one filed by the 5th and 6th respondents, and the other by the 1st and 2nd respondents, in objection to the appellants' Petition of Appeal filed on 2nd December, 2013.

[2] The appellants herein filed a petition in the Supreme Court, on 2nd December, 2013 seeking to appeal against the decision of the Court of Appeal.

[3] The ruling of the Court of Appeal which is the subject of this petition emanated from an application for an order that the Notice of Appeal dated 16th December, 2011, filed on the same day, be struck out or be marked as withdrawn. The appellants herein had filed the Notice of Appeal intending to appeal against a Ruling of the High Court dated 16th December, 2011 (*Ang'awa, J*) that had allowed some parties joined in the suit as plaintiffs to be represented by the firm of M/s Kinyanjui & Co. Advocates, instead of M/s O.P. Ngoge & Associates who were representing all the plaintiffs jointly.

[4] The Court of Appeal in allowing the application for withdrawal observed that this was, "a case where the applicants who filed a notice of appeal and obtained an order for stay of proceedings of their High Court suit had applied for the striking out or withdrawal of the notice of appeal on the ground that they do not intend to appeal against the ruling of the High Court and that the intended appeal is now time barred".

II. BACKGROUND

[5] This matter was first filed in the High Court by the firm of O. P. Ngoge & Associates Advocates in Nairobi H.C.C.C. No. 279 of 2000, on behalf of about 6000 former employees of Kenya Breweries Limited, whose contracts of employment were terminated pursuant to Kenya Breweries' restructuring process.

[6] Due to their large number, and the fact that there existed a community interest in their suit, and for purposes of expediency and practicality, the High Court (*Hon. Waweru, J*) ordered that the matter proceed as a representative suit under Order I, Rule 8 of the Civil Procedure Rules. Four plaintiffs were chosen to prosecute the suit, on behalf of all the others. As at that time, all the plaintiffs were represented by the firm of Ngoge & Associates Advocates, and a notice to all interested parties was issued pursuant to Order I, Rule 8(2) of the Civil Procedure Rules.

[7] Prompted by the notice, some persons who had an interest in the matter, sought to be enjoined as plaintiffs. Some of them appointed M/s J. H. Kinyanjui & Co. Advocates to represent them in the representative suit, while others filed notices to appear in person.

[8] This development aggrieved Mr. Ngoge who was representing all of the "original plaintiffs". He raised an objection against Mr. Kinyanjui's appearance in the matter. The High Court heard the said objection and held thus:

"M/s J.H. Kinyanjui & Co. Advocates are not to file a separate suit because representative action avoids the filing of multiplicity of suits but instead requires one suit to deal with the issue in question for determination..."

I would therefore conclude and state that M/s J. H. Kinyanjui & Co. Advocates are correctly before this Court... I accordingly allow the advocate J. H. Kinyanjui to appear in this matter".

[9] This ruling by the High Court aggrieved Mr. Ngoge and provoked him to file a Notice of Appeal on 16th December, 2011 and a Notice of Motion dated 23rd December, 2011, being an application under Rule 5 (2) (b) of the Court of Appeal Rules, for orders of injunction and stay of execution of the said orders, pending appeal. Rule 5 (2) (b) provides that the Court may:

"in any civil proceedings, where a notice of appeal has been lodged in accordance with Rule 75, order a stay of execution, an injunction or a stay of any further proceedings on such terms as the Court may think just."

[10] The Court of Appeal (*Bosire, Karanja & Maraga, JJA*) considered the grounds applicable to the granting of stay of execution, and held *inter alia*:

"We are satisfied that the issue of the legal representation of the parties herein is a pertinent one and the same ought to be canvassed on appeal. It is regrettable that splitting this matter would defeat the very purpose of a just and expeditious determination of the suit in a manner that will not breed a multiplicity of suits arising from the same cause of action. In our view, however, and given the strong sentiments expressed by counsel, it will not be practically possible for the suit before the High Court to proceed before the issue of representation in this matter is sorted out. So if we do not grant the stay prayed for, there is the risk of the suit in the High Court being concluded without proper representation of some of the parties who have already come on record".

[11] The upshot of the Court's decision was that *the matter was to be stayed until the issue of legal representation would be sorted out*. Mr. Ngoge was further aggrieved by this decision in as far as the Court of Appeal granted only the order for stay of execution and not the other prayers in the Notice of Motion.

[12] Dissatisfied with the decision of the Court of Appeal, Mr. Ngoge filed Supreme Court Petition No. 3 of 2012, **Lawrance Nduttu & 6000 Others v. Kenya Breweries Limited and Another** [2012] eKLR seeking *inter alia*, a declaration that both the High Court and Court of Appeal violated various Articles of the Constitution; and he sought general damages against the respondents. He also sought an Order from this Court allowing his application of 23rd December, 2011 filed in the Court of Appeal, and further directions from this Court to the effect that High Court Civil Suit No. 279 of 2003 should be heard urgently and on a priority basis.

[13] The respondents objected to the appeal by filing two Notices of Preliminary Objection, on grounds *inter alia*, that there was no leave sought and/or granted to appeal to the Supreme Court; and that the Court lacked jurisdiction to entertain the matter.

[14] This Court, in a Ruling delivered on 4th October, 2012 declined to assume jurisdiction and held that:

"In view of the reasons proffered, we decline jurisdiction in respect of this Appeal. The appellants would be well advised to take advantage of the stay granted by the Court of Appeal, which stay they themselves sought. They should seek a quick disposal of the issue of legal representation [as directed] by the Court of Appeal, so that proceedings in the main High Court Case No. 279 of 2003 can commence expeditiously. This is the only logical course of action open to the appellants. We have no doubt in our mind that what all the appellants crave for in this matter is the quick conclusion of the main suit currently stuck at the High Court so that each of them can move on with life".

[15] Meanwhile on 25th January, 2013 the firm of Namada & Co. Advocates filed a notice of change of advocates, so as to assume acting for some of the respondents. Subsequently thereafter, on 28th February, 2013, Namada & Co. Advocates filed a Notice of Motion to strike out the Notice of Appeal that had been filed by O.P. Ngoge & Co. Advocates. This is the application that led to the Court of Appeal's Ruling, striking out the Notice of Appeal dated 16th December, 2011, which forms the substratum of the current Petition before us.

III. THE PETITION

[16] On 2nd December, 2013, the appellants filed their Petition to this Court in which they averred that the learned Judges of the Court of Appeal had contravened the provisions of Articles 10, 19, 20, 21, 25,

27, 28, 42, 43, 47, 48 and 50 of the Constitution, as well as Articles 3, 5, 7, 8, 14 and 22 of the *African Charter on Human and People's Rights*. They cited 22 grounds in support of their Petition, outlining the various ways in which the Judges of Appeal erred in law and fact.

[17] The appellants sought, in summary, the following orders:

(i) that this appeal be allowed, and the Ruling and Orders of the Court of Appeal dated 19th November, 2013 be set aside *ex debito justitiae*;

(ii) that the Deputy Registrar of the High Court be directed to supply the firm of O.P. Ngoge & Associates with certified copies of proceedings and Ruling in Nairobi HCCC No. 279 of 2003, dated 16th December, 2011 to enable him to lodge a Record of Appeal in the Court of Appeal;

(iii) that legal fees be paid to Mr. Ngoge of M/s O.P Ngoge & Associates for work done;

(iv) that general damages be paid to the appellants, for violation of their fundamental rights, as protected by the provisions of the Constitution; and

(v) that costs be awarded to the appellants.

[18] The respondents filed two notices of preliminary objection. The first one was filed on 17th December, 2013 by the 5th and 6th respondents. Their objection lay on the singular ground that no leave to appeal was applied for, or granted to the appellants by the appellate Court or the Supreme Court. The second one was filed on 13th January, 2014 by the 1st and 2nd respondents, citing three grounds of objection:

(i) that the appellants did not seek and/or obtain leave;

(ii) that the 1st respondent acting in his capacity as advocate for the 2nd respondent, cannot be made party to, and be prosecuted in proceedings to which he was not party in the High Court;

(iii) that the petition does not meet the threshold for a matter to be adjudicated by the Supreme Court.

[19] The matter was mentioned before the Deputy Registrar on the 15th January, 2014 for directions. Mr. Ngoge indicated his intention to move the Court for leave to file further documents, and to request for a full Bench of the Court. The Deputy Registrar indicated that the matter would be heard by a two-Judge Bench on the 23rd January, 2014.

[20] On 23rd January, 2014 the matter was placed before a two-Judge Bench of this Court; but while the other parties were ready to proceed with the prosecution of the preliminary objections on record, Mr. Ngoge asked for more time to file a supplementary Record of Appeal, and that all parties be directed to file written submissions, to which he would respond, before the preliminary objections were heard.

[21] The Court granted Mr. Ngoge's request for additional time, and the preliminary objections were canvassed before the Court on 13th March, 2014.

IV. SUBMISSIONS

(a) *Submissions for the 5th and 6th Respondents*

[22] Learned counsel Mr. Gachuhi, for the 5th and 6th respondents, opposed the petition solely on the ground that leave to appeal was not obtained by the appellant from the Court of Appeal or this Court. He relied on written submissions dated 27th January, 2014 and filed on the same date, and the bundle of authorities filed in Court on the 21st January, 2014.

[23] Counsel submitted that, from the documentation filed in Court, it emerged that the question before the Court of Appeal was unrelated to the *interpretation of the Constitution*, and neither did it raise any *issue of general public importance*. Counsel perceived the motion as just a bare application by the 1st and 2nd respondents, to either strike out or withdraw the notice of appeal.

[24] It was counsel's submission that this Court lacks jurisdiction to entertain the appeal, and he cited Section 15(1) and (2) of the Supreme Court Act, 2011 which requires that leave to appeal be obtained, before a person files an appeal to this Court —*save for matters requiring the interpretation or application of the Constitution*, for which leave is not required.

[25] Counsel cited the decision of this Court in *Lawrence Nduttu & 6000 others v. Kenya Breweries Limited & Another*, Supreme Court Petition 3 of 2012 (paragraph 28):

"The Appeal must originate from a Court of Appeal case where issues of contestation revolved around the interpretation or application of the Constitution. In other words, an appellant must be challenging the interpretation or application of the Constitution which the Court of Appeal used to dispose of the matter in that forum. Such a party must be faulting the Court of Appeal on the basis of such interpretation. Where the case to be appealed from had nothing or little to do with the interpretation or application of the Constitution, it cannot support a further Appeal to the Supreme Court under the provisions of Article 163(4)(a)."

[26] Also cited was the case of *Peter Ngoge v. Honourable Francis Ole Kaparo and 5 Others*, Supreme Court Petition 2 of 2012 (*Peter Ngoge* case) in which the Court held that:

"... the appellate jurisdiction of the Supreme Court is defined clearly enough under Article 163 of the Constitution, and S. 19 of the Supreme Court Act – and that the petitioner's case which has been brought without the leave of the Court of Appeal, falls outside the jurisdiction of this Court. At the preliminary stage, therefore, we dismiss the petition and order that the petitioner shall bear the incidental costs of the other parties."

[27] Learned counsel, Mr. Gachuhi for the 5th and 6th respondents, submitted that no leave to appeal had been granted to the appellant as required under Section 15(1) of the Supreme Court Act, 2011; and he urged that Section 15(2) of the Supreme Court Act, 2011 did not apply, since *the appellant's claim that certain provisions of the Constitution were being violated, had not been raised in the Court of Appeal*. He urged the Court to strike out the petition with costs, for being incompetent.

(b) Submissions for the 1st and 2nd Respondents

[28] Learned counsel, Mr. Namada for the 1st and 2nd respondents, relied on his written submissions filed on 28th January, 2014. He had elaborated two major issues, as the basis for contesting the appeal: first, that leave to appeal was not sought and/or granted; and secondly, that the joinder of J. Namada t/a Namada and Company Advocates as the 1st respondent, is fatal, as it amounts to *enjoining an advocate in an appeal from a decision in respect of which he had not been a party, though he had been counsel for one of the parties*.

[29] Counsel submitted that the central issue in the appellate Court had been, whether the notice of appeal filed should be struck out, or withdrawn. He indicated that the 2nd respondent did not wish to appeal, but only to *proceed with the main suit, pending at the High Court since 2003*. Counsel urged that since an order of stay of proceedings at the High Court was in force, only a *withdrawal or striking out of the appeal*, would allow the High Court case to proceed. Counsel urged that his position was strengthened by the fact that, as of now, *no steps had been taken to lodge an appeal in the Court of Appeal*; and so, the Notice of Motion should not be allowed to stand, well after the 60 days specified in Rule 82 of the Court of Appeal Rules, 2010.

[30] Moreover, learned counsel urged, the appellate Court had already struck out a notice of appeal, after which the applicants reverted to the High Court, seeking a hearing date for their matter.

[31] Learned counsel, for greater effect, urged that the matter before the Court of Appeal was not one dealing with the *interpretation or application of the Constitution*, nor had it been certified as *one of general public importance*—and so it was a matter that, in every respect, did not fall within the Supreme Court's jurisdiction. He urged, besides, that the Court of Appeal could effectively resolve the question with finality. Counsel reinforced his argument with the findings of this Court in the **Lawrence Nduttu** Case, and the **Peter Ngoge** Case.

[32] He submitted that the appeal was based on a matter that was before the Court of Appeal—a matter in which the 1st respondent acted as an advocate for some of the litigants in the matter. It is for this reason, he submitted, that no new action can be founded *against the Advocate in person*, so as to make the advocate a respondent, or party at the Supreme Court, *a material departure from the cause that was litigated at the Court of Appeal*. Learned counsel urged that it was a trite principle, that while advocates are conducting matters lawfully in Court, on behalf of their clients, they are insulated from personal joinder in such proceedings.

[33] It was learned counsel's perception that his denomination as a party was meant to intimidate counsel, hamper their professional actions, and frustrate the cause of justice. Such an endeavour, counsel urged, amounts to abuse of process. He asked this Court to strike out the name of counsel from the proceedings, and to mulct Peter Ngoge (Advocate) in costs personally.

(c) Submissions for the 3rd and 4th Respondents

[34] The 3rd and 4th respondents were represented by learned counsel, Mr. Kinyanjui, who supported all the preliminary objections to the petition. Counsel submitted that though he had opted not to file an independent objection, he associated himself fully with the objections pursued by the other respondents; and he prayed that the Petition of Appeal be dismissed with costs.

(d) Appellants' Response to the Preliminary Objections

[35] Mr. Ngoge, the 1st appellant and counsel for the 2nd appellant, filed his submissions in response to the preliminary objections on 4th February, 2014 contending that the Supreme Court decisions being relied upon by the respondents (**Lawrence Nduttu**, and **Peter Odiwuor Ngoge v. Francis Ole Kaparo and Five Others**) "are currently under review by the African Commission on Human and People's Rights", as he has contested their validity before that Commission, on the basis that they were delivered by a Bench of two Judges, contrary in his opinion, to the provisions of Article 163(2) of the Constitution. Learned counsel, however, as we would remark, while attributing his contest to the framework of the African Charter on Human and People's Rights, and while averring that the Supreme Court's past Rulings are under review before a supra-national human rights entity, did not address the

structural link between the domestic and the regional arbitral or adjudicatory agencies, such as could bear a hierarchical bond, with its essential operational dynamics, and with the decision-making process of the Kenyan Courts, founded upon the people's sovereignty (Article 1(3) (c) of the Constitution of Kenya, 2010).

[36] Mr. Ngoge submitted that no leave was required for an appeal, since Articles 22 and 258 of the Constitution give every person the right to institute Court proceedings, claiming violation or infringement of a right or fundamental freedom in the Bill of Rights. He urged that under Article 163 (4)(a) of the Constitution, this Court is under an obligation to hear the petition, without any condition regarding the grant of leave. Learned counsel did not, however, demonstrate the manner in which his grievance fell under the rubric "fundamental rights and freedoms," or in which it presented an issue of constitutional interpretation or application falling within the terms of Article 163(4) (a) of the Constitution.

[37] Mr. Ngoge submitted that the respondents' argument that the issues on appeal must also have been issues at the Court of Appeal, and must have revolved around the interpretation or application of the Constitution, for them to be canvassed before this Court in exercise of its jurisdiction under Article 163(4) of the Constitution, was not tenable—for being "unduly narrow", apart from having a "limiting effect on fundamental human rights."

[38] As regards joinder of Mr. Namada Simoni (advocate) as a party, Mr. Ngoge submitted that an advocate is not immune from legal proceedings if, while representing his clients, he violates the fundamental Human Rights of other persons. He contended that Mr. Namada had curtailed the fundamental human rights of the appellants. And he submitted that the law permits any person dissatisfied with the proceedings and Ruling of the Court of Appeal, to apply and have it reviewed, or set aside, by the Supreme Court. He asked this Court to dismiss the preliminary objections with costs, and to grant him leave to lodge a supplementary record of appeal.

V. ISSUES FOR DETERMINATION

[39] The case, as presented by the parties, raises the following issues for determination by this Court:

- (a) *whether leave to appeal, as required by Article 163(4)(b) of the Constitution, was necessary;*
- (b) *whether the matter in issue is one of constitutional interpretation and/or application, hence falling within the jurisdiction of this Court under Article 163(4)(a) of the Constitution;*
- (c) *what is the implication of joinder of an advocate as a party to a suit in which he is representing a party"*
- (d) *does this Court have jurisdiction in this matter"*

VI. ANALYSIS

(a) *Leave to Appeal: Was it necessary"*

[40] This Court's appellate jurisdiction is provided for in Article 163 (4) of the Constitution thus:

"Appeals shall lie from the Court of Appeal to the Supreme Court—

(a) as of right in any case involving the interpretation or application of this Constitution; and

(b) in any other case in which the Supreme Court, or the Court of Appeal, certifies that a matter of general public importance is involved, subject to clause (5)."

[41] The 5th and 6th respondents objected to the appeal solely on the ground that *leave to appeal* was not sought and/or granted. This was also the ground on which the appeal was contested by the 1st and 2nd respondents.

[42] It is quite apparent that, in their submissions, counsel proceeded on the assumption that, the appellant may have premised his appeal on the argument that it involved a *matter of general public importance*.

[43] It is noteworthy that the appellants have *not indicated under which provision(s) of the law they have sought to move this Court*. Had they indicated this on the face of their pleadings, then the respondents' arguments would have been of focused design, as they would have addressed the specific legal provisions invoked. This Court has held in *Hermanus Phillipus Steyn v. Giovanni Gnecchi-Ruscione*, Supreme Court Application No.4 of 2012, that:

"It is trite law that a Court of law has to be moved under the correct provisions of the law".

[44] The appellants tag their pleading "Petition of Appeal," and indicate that the same is brought under *Rule 32 of the Supreme Court Rules*. This Rule deals with service of appeal, and provides that:

"(1) An appellant shall, within seven days of lodging a notice of appeal, serve copies of the notice of appeal on all persons directly affected by the appeal.

"(2) A person upon whom a notice of appeal is served shall—

(a) within fourteen days of receiving the notice of appeal file a notice of address for service which shall contain that person's contact details including telephone numbers and email address, in the registry and serve the intended appellant with copies of the notice; and

(b) within a further fourteen days serve a copy of the notice of address for service on every other person named in the notice of appeal."

[45] Clearly, this Rule is a *procedural one*. It is not a substantive provision bestowing upon the appellants the *entitlement to move the Court for the orders sought*. A litigant who comes to Court, invokes a specific jurisdiction of that particular Court. It is imperative that he/she indicates the particular provision of the Constitution and/or statute that gives the Court the jurisdiction that he/she invokes. This is a vital foundation of all litigation: *the suitor who seeks the constitutional good of rights-remedy, and considers himself or herself entitled to claim from the people's limited dispute-settlement resources, is under obligation to come in good faith, with a case founded on conviction, and to comply with the law regarding the invocation of jurisdiction*.

[46] Therefore, it was incumbent upon the appellants to indicate in their petition which of the two prongs of this Court's appellate jurisdiction they invoke. Since the petition filed before this Court is titled "Petition of Appeal" we, by virtue of Article 159 of the Constitution, have considered that the failure by the appellants to indicate the provisions of the Constitution relied on, is not, in the circumstances of this case, a fatal omission, because we are aware that it is the *appellate jurisdiction* of the Court that is being invoked. This position, however, is qualified, *insofar as jurisdiction is an integral element in any proceedings*; and thus, the enabling provisions of the law ought to be cited in the pleadings, by the party

moving the Court.

[47] Upon perusal of the petition, there is no indication that the appellants had signalled that their appeal raises a *matter of general public importance*, so as to warrant *grant of leave*, before appealing to this Court. Had such an averment been made, then leave to appeal would have been an imperative condition.

[48] This disposes of the first issue, as to whether or not leave to appeal was necessary. We hold that since the appellants had not pleaded that their appeal involves a matter of general public importance, the preliminary objection made in that regard fails.

(b) Is this a matter of Constitutional Interpretation and/or Application"

[49] Having held that the appellant did not invoke the appellate jurisdiction under *Article 163(4)(b) of the Constitution*, we have to consider if the matter before us is one *"involving constitutional application and/or application,"* such as gives the appellants a right of appeal under *Article 163(4)(a) of the Constitution*.

[50] Counsel for the 1st and 2nd respondents submitted that it was beyond peradventure, that the question before the Court of Appeal was not one even remotely dealing with the interpretation or application of the Constitution. The question, it was urged, was purely procedural, and resting wholly within the ambit and confines of the mandate of the appellate Court. Counsel submitted that, it was a matter which the Court of Appeal was properly and effectively seized of, and could adjudicate upon with finality.

[51] Counsel cited the decisions of this Court, **Lawrence Nduttu**, and **Peter O. Ngoge v. Hon. Attorney- General & Others**, in support of his argument that no amount of invocation of the Constitution could change the character of the case lodged with the Court of Appeal.

[52] In response, counsel for the appellants submitted that their *fundamental rights* had been breached by the appellate Court, and that, by virtue of *Articles 22 and 258 of the Constitution*, they required no leave, to ventilate such breaches before the Supreme Court. Counsel contended that the appellants had a right under *Article 22 of the Constitution*, to institute proceedings at the Supreme Court, claiming that a *right or fundamental freedom in the Bill of rights has been denied, violated, infringed or is threatened*. He submitted that the rights of the appellants having been breached at the Court of appeal itself, he could not then be called upon to revert to that Court, or the High Court which is a lower Court.

[53] The scope of this Court's appellate jurisdiction was considered in the **Lawrance Nduttu** Case in which, coincidentally, the 1st appellant herein, Mr. Ngoge, was counsel on record for the applicants. He raised the same arguments, that he brings up in this matter. We would adopt the holding in the **Nduttu** Case, which we affirm as representing the current state of the law (paragraphs 26-28):

"(26) Mr.Ngoge has urged that whenever a citizen alleges in his pleadings before the Supreme Court that the High Court and Court of Appeal were complicit in facilitating violations of his fundamental Human Rights, the Supreme Court automatically assumes jurisdiction without the necessity of leave in order to uphold the Constitution, human rights and the rule of law. Anything to the Contrary would be unconstitutional and retrogressive. We understand Mr Ngoge to be arguing that a mere allegation of a violation of human rights automatically brings an intended appeal within the ambit of *Article 163 (4) (a) of the Constitution* hence dispensing with the need for leave under *Article 163 (4) (b) of the Constitution*.

"(27) With respect, but firm conviction, we disagree with this contention. Such an approach as is urged by counsel if adopted, would completely defeat the true intent of Article 163 (4) (a) of the Constitution. **This Article must be seen to be laying down the principle that not all intended appeals lie from the Court of Appeal to the Supreme Court. Only those appeals arising from cases involving the interpretation or application of the Constitution can be entertained by the Supreme Court. The only other instance when an appeal may lie to the Supreme Court is one contemplated under Article 163 (4) (b) of the Constitution.** Towards, this end, it is not the mere allegation in pleadings by a party that clothes an appeal with the attributes of constitutional interpretation or application.

"(28) The appeal must originate from a Court of Appeal case where issues of contestation revolved around the interpretation or application of the Constitution. In other words, an appellant must be challenging the interpretation or application of the Constitution which the Court of Appeal used to dispose of the matter in that forum. Such a party must be faulting the Court of Appeal on the basis of such interpretation. Where the case to be appealed from had nothing or little to do with the interpretation or application of the Constitution, it cannot support a further appeal to the Supreme Court under the provisions of Article 163 (4) (a). If an appeal is challenged at a preliminary level on grounds that it does not meet the threshold in Article 163 (4) (a), the Court must determine that challenge before deciding whether to entertain the substantive appeal or not. But the Court need not wait for a preliminary objection before applying the test of admissibility in Article 163 (4) (a). It is the Court's duty as the ultimate custodian of the Constitution to satisfy itself that the intended appeal meets the constitutional threshold" [emphasis supplied].

In arriving at this decision, the Court reaffirmed its earlier decision in the **Peter Ngoge** case.

[54] It is worth noting that these are the same cases that the respondents have cited as authorities in support of their objections, on the issue of jurisdiction. The decision in the **Lawrance Nduttu** case has been mentioned with approval by this Court, in the more recent case, **Gatirau Peter Munya v. Dickson Mwenda Kithinji & 2 Others**, Sup. Court Application No. 5 of 2014, in which the Court stated, (paragraph 69) that:

"The import of the Court's statement in the Ngoge case is that where specific constitutional provisions cannot be identified as having formed the gist of the cause at the Court of Appeal, the very least an appellant should demonstrate is that the Court's reasoning, and the conclusions which led to the determination of the issue, put in context, can properly be said to have taken a trajectory of constitutional interpretation or application".

[55] We agree with counsel for the respondents, since we find no reason not to apply the decisions being thus cited. This matter, we believe, has not taken a trajectory of constitutional interpretation or application. As set out earlier-on, this matter involved the exercise of the appellate Court's discretion under Rule 81 of the Appellate Jurisdiction Rules, to strike out a Notice of Appeal. That issue, clearly, involves no constitutional interpretation and/or application. We are persuaded that the issues raised by the appellants do not meet the constitutional threshold in Article 163(4)(a).

(c) Does the Supreme Court have Jurisdiction in this matter"

[56] This Court has on numerous occasions pronounced itself on the nature of the appellate jurisdiction conferred upon it by the Constitution, which is the only appellate jurisdiction that it may exercise.

[57] The said jurisdiction is enshrined in Article 163(4) of the Constitution, which stipulates that:

“Appeals shall lie from the Court of Appeal to the Supreme Court –

(a) as of right in any case involving the interpretation or application of this Constitution; and

(b) in any other case in which the Supreme Court, or the Court of Appeal, certifies that a matter of general public importance is involved, subject to clause (5).”

[58] Section 15 of the Supreme Court Act, 2011 provides that

“(1) Appeals to the Supreme Court shall be heard only with the leave of the Court.

“(2) Subsection (1) shall only apply to appeals from the Court of Appeal in respect of matters relating to the interpretation or application of the Constitution”

[59] In *Re The Matter of the Interim Independent Electoral Commission*, Supreme Court Constitutional Application 2 of 2011 this Court cited with approval, the decision in *Owners of Motor Vessel ‘Lillian S’ v. Caltex Oil (Kenya) Limited* [1989] KLR 1, that “jurisdiction is everything. Without it, a Court has no power to make one more step.” It observed that:

“The Lillian ‘S’ case establishes that jurisdiction flows from the law, and the recipient-Court is to apply the same, with any limitations embodied therein. Such a Court may not arrogate to itself jurisdiction through the craft of interpretation, or by way of endeavours to discern or interpret the intentions of Parliament, where the wording of legislation is clear and there is no ambiguity. In the case of the Supreme Court, Court of Appeal and High Court, their respective jurisdictions are donated by the Constitution.”

[60] Similarly, the Court, in *Samuel Kamau Macharia & Another v. Kenya Commercial Bank Limited & 2 Others*, Supreme Court Application 2 of 2011 remarked (paragraph 68) that:

“A Court’s jurisdiction flows from either the Constitution or legislation or both. Thus, a Court of law can only exercise jurisdiction as conferred by the constitution or other written law. It cannot arrogate to itself jurisdiction exceeding that which is conferred upon it by law. ... the issue as to whether a Court of law has jurisdiction to entertain a matter before it, is not one of mere procedural technicality; it goes to the very heart of the matter, for without jurisdiction, the Court cannot entertain any proceedings.”

[61] It is vital to determine, at this preliminary stage, whether this Court has jurisdiction to entertain the appeal filed. It is clear from Article 163 (4) (b) of the Constitution that, before this Court entertains an appeal from the Court of Appeal, such a matter must have received certification as one that raises an issue of general public importance. However, as stipulated in Article 163 (4)(a) of the Constitution, if an appeal concerns the *interpretation or application of the Constitution*, no certification is required, and the appeal lies to the Supreme Court as of right.

[62] Consequently, it is important for us to determine whether the intended appeal is one that invokes the appellate jurisdiction of this Court as stipulated under Article 163(4)(a), or (b) of the Constitution. Mr. Ngoge urged that the appeal raises constitutional issues, particularly as regards the *rights and fundamental freedoms* of the appellants.

[63] In his response to the preliminary objections raised, Mr. Ngoge cited, albeit at differing moments, Articles 22, 25, 27, 43, 48, 50, 158, 258 of the Constitution, as the provisions contravened, hence giving

rise to the appellants' right to appeal. He contended that it was in view of the alleged constitutional contraventions, that the appellants could appeal as a matter of right under Article 163(4)(a) —and hence leave to appeal was not required.

[64] This Court has in the past signalled the need to exercise caution in admitting appeals, as a safeguard for the exercise of their proper jurisdictions by other Courts and tribunals. In the **Peter Ngoge** case, we thus held (paragraphs 29-30):

"The Supreme Court, as the ultimate judicial agency, ought in our opinion, to exercise its powers strictly within the jurisdictional limits prescribed; and it ought to safeguard the autonomous exercise of the respective jurisdictions of the other Courts and tribunals. In the instant case, it will be perverse for this Court to assume a jurisdiction which, by law, is reposed in the Court of Appeal, and which that Court has duly exercised and exhausted."

"In the interpretation of any law touching on the Supreme Court's appellate jurisdiction, the guiding principle is to be that the chain of Courts in the constitutional set-up, running up to the Court of Appeal, have the professional competence, and proper safety designs, to resolve all matters turning on the technical complexity of the law; and only cardinal issues of law or of jurisprudential moment, will deserve the further input of the Supreme Court."

[65] In relation to the proper forum to raise constitutional issues that are integrally linked to the main cause, this Court held in **Erad Supplies & Another v. National Cereals and Produce Board**, Supreme Court Petition 5 of 2012 (paragraph 13A) that:

"In our opinion, a question involving the interpretation or application of the Constitution that is integrally linked to the main cause in a superior Court of first instance, is to be resolved at that forum in the first place, before an appeal can be entertained. Where, before such a Court, parties raise a question of interpretation or application of the Constitution that has only a limited bearing on the merits of the main cause, the Court may decline to determine the secondary claim if in its opinion, this will distract its judicious determination of the main cause; and a collateral cause thus declined, generally falls outside the jurisdiction of the Supreme Court."

[66] We recall also the decision of this Court in **Lawrence Nduttu**, in which we held that only those appeals arising from cases involving the interpretation or application of the Constitution, can be entertained by the Supreme Court under Article 163(4)(a), and "it is not the mere allegation in pleadings by a party that clothes an appeal with the attributes of constitutional interpretation or application." The appeal must have originated from a Court of Appeal matter in which the issues for determination related to the interpretation and application of the Constitution.

[67] In the **Peter Ngoge** case, this Court held that, for a matter to be deemed as raising constitutional issues, hence invoking Article 163(4)(a) of the Constitution, the Court needs to satisfy itself that there has not been a transmutation of issues in the intended appeal, from ordinary issues to "weighty issues of constitutional interpretation". The Court thus remarked (paragraph 26):

"In the petitioner's whole argument, we think, he has not rationalised the transmutation of the issue from an ordinary subject of leave-to-appeal, to a meritorious theme involving the interpretation or application of the Constitution – such that it becomes, as of right, a matter falling within the appellate jurisdiction of the Supreme Court. On our own, we have also not appreciated how an interlocutory matter as to the representation of parties, could have prevailed over the petitioner's main cause in the High Court, and assumed the vitality now being ascribed

to it.”

[68] Against such a background of analysis of jurisprudential dimensions, it is apparent to us that the cause does not come within this Court’s appellate jurisdiction: especially as Article 163 (4) of the Constitution contemplates that the issues canvassed on appeal before this Court, will be the same as those that were canvassed at the Court of Appeal— but not *fresh issues* that have not arisen before the Courts below. We have made it clear that if any constitutional questions arise in the course of hearing the matter in the other Courts, they should be raised in those Courts in the first place, before they are referred to this Court on appeal. This principle entails that contested issues properly lodged before lower Courts, under recognized claim-heads, ought not to take on, improperly, new apparel, solely so as to fit them within the category of appealable matters before the Supreme Court.

(c) Joinder of Advocates to their suitor-clients: What Legal Implications?”

[69] Mr. Ngoge has enjoined himself, learned counsel Mr. Namada, and learned counsel Mr. Kinyanjui, as parties in this matter, *by virtue of the fact that they were counsel for the parties in the Court of Appeal*: he claims there were breaches of his and his clients’ constitutional rights and fundamental freedoms, and that those in breach included those learned advocates.

[70] Article 163(4) of the Constitution, which provides for the appellate jurisdiction of this Court as regards matters from the Court of Appeal, by no means contemplates “appeals” in the form of *fresh matters*, with *new parties that were not parties at the appellate Court*.

[71] This Court has pronounced itself on what an appeal entails, in the **Samuel Kamau Macharia** case, in which we stated (paragraph 50) as follows:

“(b) An appeal typically lies from a lower to a higher Court, and entails a reconsideration of a decision by the higher Court, with a view to reversing it either in part or in toto, or affirming it, either in part or in toto.

“(c) Depending on the structure of the Courts, appeals can lie in succession from the lowest Court to the highest.

“(d) An appeal against a decision of a lower Court is always commenced by a party who is aggrieved by that decision”.

[72] **Black’s Law Dictionary** 9th Ed. (2009), defines the term “appeal” as “[t]o seek review (from a lower court’s decision) by a higher court.”

[73] It follows, therefore, that a person appeals against a decision of a *lower Court*, and to a *higher Court*. This implies that the matter originating from the lower Court, is precisely the matter that the higher Court is called upon to re-examine— but not a fresh matter. It is clear to us that any substantial change to the configuration of the parties at the time of appeal, in effect, alters the design of the cause, thus creating a *fresh matter*, as opposed to an *appeal*. Such a matter, we hold, cannot be regarded as an *appeal*, and is not to be entertained by the Court, to which the purported appeal is preferred. Only in exceptional circumstances, will persons not parties at the appellate Court be parties on an appeal before this Court, and only with the special leave of this Court.

[74] In this matter, not only are *new parties* introduced, but these parties are advocates who represented their clients, the parties, at the Court of Appeal. It is clear to us that, when an advocate

represents his or her client in any matter, his or her position rests on a purely professional platform, and such advocate should not, as a player of a professional role governed by law, be enjoined as litigant, whether in that very matter, or on appeal, in respect of any acts or omissions in the conduct of the cause. The advocate, on the question of such joinder, will benefit from a cover of privilege, even though he or she remains amenable to suit for any professional negligence or malpractice, in a personal capacity, and in separate action, in the relevant trial Court.

[75] In the current matter, the claims by the appellants, of infringement of their constitutional rights and fundamental freedoms by the respondents (their advocates included), have raised no issues of professional negligence or malpractice; and even if they did, this would not be the proper forum for the prosecution of the cause.

[76] It is inapt, in our opinion, for counsel to be enjoined as parties in a case in which they are representing parties, or on appeal in such a matter. Action against an advocate in such a manner, in our perception, would not be tenable in law, nor would it be in the public interest, as it cannot be reconciled with the terms of the Advocates Act (Cap. 16, Laws of Kenya), quite apart from the likelihood that it would tarnish the image of the advocates, and bring disrespect upon the legal profession generally. By Section 55 of the Advocates Act,

"Every advocate and every person otherwise entitled to act as an advocate shall be an officer of the Court and shall be subject to the jurisdiction thereof ..."

Learned counsel, Mr. Ngoge's attempt to transform advocates into litigants, in our opinion, would be harmful not only to the practising Bar, but also to the Courts, before whom such advocates hold their positions as officers.

[77] The status of an advocate as an officer of the Court, is to be accorded high esteem, in view of the practising legal fraternity's special contribution to the course of the administration of justice, by facilitating the processes of dispute settlement in the Courts.

[78] The proper forum for the resolution of the dispute between the parties is the High Court, which should in principle, set it for hearing and disposal on the basis of priority, in view of the fact that it has been pending for many years, and has on this account occasioned prejudice to the parties who had moved that Court.

[79] We have been moved by the complexity of this matter, and by the concern that the innocent parties who had come before the Court have found no solution, for so long. We believe that the processes of the law are not designed merely to settle juristic equations, but to serve as a conveyance-setting for the satisfaction of claims of justice. In that spirit, we advise that counsel involved in this matter should engage one another in good faith, make reasonable concessions, and amicably settle the issue of representation, with a commitment to have the same timeously recorded by the Court, so that the hearing and determination of the case may proceed on the basis of priority.

VII. CONCLUSION

[80] Courts of law are the embodiment of the people's legitimate expectation of access to justice. Parties come to Courts expecting an expeditious and impartial determination of their disputes—such resolution being vital in relation to their rights and obligations. Kenya's Constitution of 2010 embodies access to justice in its Bill of Rights; Article 48 provides:

"The state shall ensure access to justice for all persons and, if any fee is required, it shall be reasonable and shall not impede access to justice."

[81] The substantive matter in this suit was filed in the High Court in the year 2000. This was an employment dispute between an employer and its employees. The employees are ordinary citizens in pursuit of their livelihood: they sought what they believe to be their hard-earned income. However, their legitimate expectation of a timely determination turned into a nightmare. It is unfortunate that their cause has degenerated into a legal tussle among advocates.

[82] The judiciary is the ultimate custodian of the Constitution, in which the Bill of Rights is enshrined. This Court, as the apex Court is bound to ensure that the people's right to access to justice is not curtailed. The Supreme Court Act, 2011 in Section 3 (3) provides that—

"The object of this Act is to make further provision with respect to the operation of the Supreme Court as a court of final judicial authority to, among other things—

...

(d) improve access to justice."

[83] The jurisdiction to hear and determine the primary cause in this matter rests with the High Court. We are apprehensive however, that the case may be further protracted, unless counsel commit themselves to the principle of working together for the good of the parties, and in fulfilment of the terms of the Constitution. We do urge all counsel in this matter to work in co-operation, to the intent that the object of the Constitution, in regard to dispute settlement, be fulfilled.

[84] On 17th July, 2014, while this Ruling was pending, this Court invoked Article 159(2) (c) of the Constitution and urged the parties to consider mediation as a last recourse. Article 159(2)(c) provides as follows:

"In exercising judicial authority, the courts and tribunals shall be guided by the following principles—

...

(c) alternative forms of dispute resolution including reconciliation, mediation, arbitration and traditional dispute resolution mechanisms shall be promoted, subject to clause (3). . . ."

All counsel involved in this matter were present and agreed to the proposal; and on that basis, the Court referred this matter to the Law Society of Kenya (LSK) for mediation, in these terms:

"So we direct that the matter goes to the Law Society for mediation and the Law Society files a report to us on or before 27th August, 2014 . . . and this matter shall be mentioned before this Court on 27th of August at 10.00 a.m."

[85] As a follow-up, on 22nd July, 2014, Rawal, DCJ wrote to the LSK, through its chairman Mr. Mutua, informing him of the Court's proposal for mediation, and requesting the Society to take charge of the matter.

[86] On 21st August, 2014, by letter dated 20th August, 2014, the Society informed the Court of the

progress in the mediation process; and on 19th August, 2014 a meeting was convened, with all counsel present, or represented.

[87] Subsequently, as earlier directed, the matter was mentioned before the *Mutunga, CJ & P.* and *Ibrahim, SCJ* on the 27th of August, 2014. The Court was informed that on the strength of LSK's letter of 20th August, 2014, the mediation process was on course. Parties sought more time to conclude the process, and the Court granted a one-month extension.

[88] Before the lapse of the one-month extension, on 2nd September, 2014 the Court received two letters from the firm of M/s. O.P. Ngoge & Associates, dated 28th August, 2014 and 2nd September, 2014 respectively. In the first letter, Mr. Ngoge expressed his protest and disagreement with the contents of the LSK letter of 20th August, 2014. In particular he stated that at the meeting with the LSK, he had firmly signalled that he would not share the pleadings which he drew with other advocates unless his fee was first paid in full. In the second letter, Mr. Ngoge notified the Deputy Registrar of his intention to withdraw from the mediation process.

[89] The matter was subsequently mentioned on 25th September, 2014, before *Ibrahim, SCJ*. The Court was informed of the deadlock in the mediation process. Mr. Ngoge informed the Court of his withdrawal from the mediation process. After hearing all counsel present *Ibrahim, SCJ* pronounced the mediation process aborted, and directed that the Court would formally deliver its Ruling.

VIII. ORDERS

[90] We will make the following orders:

(a) The preliminary objection by the 5th and 6th respondents filed on the 17th December 2013, and that by the 1st and 2nd respondents, filed on 13th January, 2014 are upheld.

(b) Supreme Court Petition No. 13 of 2013 is dismissed.

(c) The High Court shall schedule the substantive matter pending before it, for hearing on the basis of priority.

(d) The appellants shall bear the cost of this petition.

DATED and DELIVERED at NAIROBI THIS 25th DAY of November 2014

.....
K.H. RAWAL	P.K. TUNOI
DEPUTY CHIEF JUSTICE &	JUSTICE OF THE SUPREME
VICE-PRESIDENT OF THE	COURT
SUPREME COURT	

.....
M.K. IBRAHIM	J.B. OJWANG

JUSTICE OF THE SUPREME

COURT

JUSTICE OF THE SUPREME

COURT

.....
N.S. NJOKI

JUSTICE OF THE SUPREME COURT



While the design, structure and metadata of the Case Search database are licensed by Kenya Law under a Creative Commons Attribution-ShareAlike 4.0 International, the texts of the judicial opinions contained in it are in the public domain and are free from any copyright restrictions. Read our [Privacy Policy](#) & [Disclaimer](#).

Annexure: - "2"

J. Harrison Kinyanjui
LL.B (NBO) Dip. In Law (KSL)

J. HARRISON KINYANJUI
& CO. ADVOCATES

ST. CLIFF HOUSE
(FORMERLY MITCHELL COTT HOUSE)

4TH FLOOR, 4TH FLOOR
WABERA STREET
P.O. BOX 10024 GPO NAIROBI
CELL: 0734-733 659
TEL: 254-2-342070
FAX: 254-2-342071
email: greatharrison@yahoo.com

Our Ref: JHK/DM/3005/2012

Your Ref: MG/KE/10/172

Date: JUNE 5TH 2018

KAPLAN & STRATTON ADVOCATES
WILLIAMSON HOUSE, 4TH NGONG AVENUE
NAIROBI

Dear Sir,



RE: **HCCC NO. 279 OF 2003**
LAWRENCE NDUTTU & OTHERS vs KENYA BREWERIES LIMITED

We refer to the above and your letters dated 10th April 2018 and 21st May 2018 on the same.

Please find enclosed our clients' executed discharge vouchers for your action. Kindly let us know when you can send the funds we avail our client account details.

Thank you.

Very Sincerely,


J. HARRISON KINYANJUI & CO.

C.c Clients

Enclosures (Discharge documents in the original)

When Replying to this Mail Please cite our Reference

N.O. 1

DISCHARGE VOUCHER

I, Lawrence K. Nduttu, holder of ID no. [1454305] of P. O. Box [199-00100] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [50,000] (Kshs. 50,000) from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit")**.

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 30 day of April 2018

Signature ... [Signature]

Passport/I.D Number 1454305

COY NO. 542

Mobile Number 0721972881

WITNESS

Signature

Name:

Address

PROTAS E. M. M. THEGE
ADVOCATE
P.O. Box 20100
[Signature]

(no 2) Deceased

DISCHARGE VOUCHER

I, Gordon OTOLO NIGOLO, holder of ID no. [1276272] of P. O. Box [] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings fifty thousand only [(Kshs. 50,000/-)] from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited** ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 27 day of April 2018

Signature [Signature]

Passport/I.D Number 1276272

COY NO. 4053

Mobile Number 0701734696

WITNESS

Signature

Name:

Address

29

166

PROF. J. K. N. NDIRO
CHIEF JUSTICE
P.O. BOX 100
Nairobi
[Signature]

NO 3

DISCHARGE VOUCHER

I, JAMES NGINGO ^{WARIKIO}, holder of ID no. [44-28353] of P. O. Box [25 ^{NAKURU}] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings fifty thousands only [(Kshs. 50,000/-) from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited** ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 26 ^{Fri} day of April 2018

Signature ... [Signature] ...

Passport/I.D Number 4428353

COY NO. 4022

Mobile Number 0712 558 324

WITNESS

Signature

Name:

Address 30

167

Sand

(No 4)

DISCHARGE VOUCHER

I, GEORGE WABOGE NJIYI, holder of ID no. [10367956] of P. O. Box [SS MARAGWA] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings FIFTY THOUSAND ONLY [(Kshs. 50,000) from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited** ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 26th day of April 2018

Signature ... [Signature] ...

Passport/I.D Number 10367956
041917

Mobile Number ... 0721-366226/0737123775

WITNESS

Signature ...

Name: ...

Address ...

31

168

N^o 5

DISCHARGE VOUCHER

I, James Sanyalel Suiyanga, holder of ID no. [6849078] of P. O. Box [262 Kaven] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings FIFTY THOUSAND ONLY [(Kshs. 50,000)] from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited** ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 26th day of April 2018

Signature 0791181132 [Signature]

Passport/I.D Number 6849078
0041740

Mobile Number 0791181132

WITNESS

Signature

Name:

Address 32

169

[Signature]

170 6

DISCHARGE VOUCHER

I, PHILIP KINYANJUI GITANI, holder of ID no. [3455823] of P. O. Box [] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [] (Kshs. 50,000) from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited** ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 26th day of April 2018

Signature ... [Signature] ...

Passport/I.D Number ... 3455823 ...

COMPANY NO. 2575

Mobile Number ... 0724166789 ...

WITNESS

Signature ...

Name: ...

Address ...

33

170

(N^o 7)

DISCHARGE VOUCHER

I, MWANGI, holder of ID no. 0950204 of P. O. Box CHARLES do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings 50,000 (Kshs. 50,000) from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited** ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 27th day of 4 2018

Signature [Signature]

Passport/I.D Number 0950204
COY NO. 3887

Mobile Number 0720418644

WITNESS

Signature

Name:

Address

34

171

Save

No. 8

DISCHARGE VOUCHER

I, Mary Philomena Wabiri holder of ID no. [2036197] of P. O. Box [15898-00100] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [(Kshs. 100,000)] from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited** ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 30th day of APRIL 2018

Signature M. Wabiri

Passport/I.D Number 20-36197

COY NO. 6322

Mobile Number 0723913016

WITNESS

Signature

Name:

Address

35

172

1409

DISCHARGE VOUCHER

I, STEPHEN MWANGI WERU, holder of ID no. 3492625 of P. O. Box 34531 do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [(Kshs. 50,000/-)] from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited** ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 27th day of April 2018

Signature [Signature]

Passport/I.D Number 3492625
COY NO. 5159

Mobile Number 0722797602

WITNESS

Signature

Name:

Address

36

173

PROCESSED
[Signature]

(No 10)

DISCHARGE VOUCHER

I, THOMAS OCHWANGI AMWUMU, holder of ID no. [0938676] of P. O. Box [37714 HARIKARI] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [50,000] from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited** ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 30th day of April 2018

Signature ... [Signature] ...

Passport/ID Number ... 0938676 ...

COY NO. 3062

Mobile Number ... 0700643725 ...

WITNESS

Signature

Name:

Address

37

174

[Signature]

(N^o 11)

DISCHARGE VOUCHER

I, ANDREW MONAYO NJARU

, holder of ID no. [0625217] of P. O. Box [16052 G.P.O] do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings [(Kshs. 50,000)] from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgement in High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 26th day of APRIL 2018

Signature ... [Signature]

Passport/I.D Number 0525217...
COY 2242

Mobile Number 0723438199

WITNESS

Signature

Name:

Address

PROTAS
10/1/18

Scot

38

175

(No 12)

DISCHARGE VOUCHER

I, Daniel Mumboko NAWINGA
holder of ID no. 3038327 of P. O.
Box 31886 NBS do HEREBY ACKNOWLEDGE RECEIPT of payment of the
sum of Kenya Shillings
(Kshs. 50,000) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box
30161-00100, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me
under the judgement in High Court Civil Case No 279 of 2003- Lawrence Nduttu and
others vs Kenya Breweries Limited ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other
person as my successor in title hereby release and discharge KBL, all its affiliated entities,
directors, officers, employees, agents, successors or assigns from all claims or any further
liability to me arising from my former employment with KBL and in the Suit. I hereby waive
my right to make any future claims for any amounts, expenses, losses, liabilities, rights,
benefits or entitlements (whether known or unknown) that may be due to me from KBL or
any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and
or its parent company and its insurers.

DATED this 27th day of April 2018

Signature [Signature]

Passport/ID Number 3038327

Coy NO: 2304

Mobile
Number 0722301817

WITNESS

Signature

39

PROTAS SAENDE GATHEGE
ADVOCATE GENERAL
P. O. BOX 2743-00100
Nairobi

176

(Nº 13)

Deceased

DISCHARGE VOUCHER

I, Elizabeth Francis Mburu, holder of ID no. [188503] of P. O. Box [44959] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [Kshs. 100,000] from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited** ("the Suit").

IN **CONSIDERATION** of the aforesaid payment I, my ~~personal~~ representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 27/4/2018 day of 2018

Signature ... [Signature] ...

Passport/I.D Number ... 1871610 ...

COPY NO. 6004

Mobile Number ... 0722306634 ...

WITNESS

Signature ...

Name: ...

Address ...

40

177

[Signature]

Nº 14

DISCHARGE VOUCHER

I, **DAVID N. KINUTHIA**, holder of ID no. [**1276035**] of P. O. Box [**57213-00209**] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [**(Kshs. 100,000)**] from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit")**.

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this **27th** day of **April** 2018

Signature ...  ...

Passport/I.D Number ... **1276035** ...

COY NO. 3940

Mobile Number ... **0722856954** ...

WITNESS

Signature

Name:

Address

41

178

Nº 15

DISCHARGE VOUCHER

I, Edward M. Githen, holder of ID no. [1994833] of P. O. Box [4 Sabalaba] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [(Kshs. 50,000/-)] from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited** ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 27th day of April 2018

Signature Edward M. Githen

Passport/I.D Number 1994833
COY NO. 7113

Mobile
Number 0772340711

WITNESS

Signature

Name:

Address

42

179

N=16

DISCHARGE VOUCHER

I, SIMON MAINAGATHERU, holder of ID no. [1898404] of P. O. Box [86 KANGEMA] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [50,000/-] (Kshs. 50,000/-) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit")**.

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this _____ day of _____ 2018

Signature 

Passport/I.D Number 1898404

COY NO: 2213

Mobile Number 0728262820

WITNESS

Signature

Name:

Address

43

180



(N^o-17)

DISCHARGE VOUCHER

I, Julius Kamukonyo Kamau, holder of ID no. [1085639] of P. O. Box [55 mawaga] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings Fifty thousand only [(Kshs. 50000) from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited** ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 30th April day of 2018

Signature & [Signature]

Passport/I.D Number 1085639
COY NO. 3265

Mobile Number 0725 94 54 56

WITNESS

Signature

Name:

Address

44

181

Nº-18

DISCHARGE VOUCHER

I, Julius Mwangi Kabia, holder of ID no. [1276114] of P. O. Box [564 Kigambini] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings Fifty Fifty thousand only [(Kshs. 50,000) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit")**.

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 30TH day of April 2018

Signature

Passport/I.D Number 1276114
COY NO. 1643

Mobile Number... 0797211379

WITNESS

Signature

Name:

Address

45

182

14/19

Equity 70070101262607

DISCHARGE VOUCHER

I, ^{MARAGUA} MUIZURI MWANGI, holder of ID no. [1873 037] of P. O. Box [55] do ^{MARAGUA} ~~HEREBY~~ ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings [(Kshs. 50,000/-) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgement in High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 30 day of April 2018

Signature ... *Mwangi* ...

Passport/I.D Number ... 1873 037 ...
COY NO. 510

Mobile Number ... 0723 624 742x ...
0720 028 899

WITNESS

Signature ...

Name: ...

Address ...

Smo

No 20

DISCHARGE VOUCHER

I, **JACOB AGALE OWAK**, holder of ID no. **6480219** of P. O. Box [] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [] (Kshs. **100,000**) from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit")**.

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this **4 / 5** day of **2018**

Signature ...  ...

Passport/I.D Number **6480219**

COY NO. **4610**

Mobile Number ... **0720768656** ...

WITNESS

Signature ...

Name: ...

Address ... **47**

184

(Nº 21)

DISCHARGE VOUCHER

I, ALICE NJERI GATHUNGU, holder of ID no. [3432045] of P. O. Box [149-00618] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [(Kshs. 52,650)] from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited** ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this day of 2018

Signature ... [Signature]

Passport/I.D Number 3432045
COY NO. 0079

Mobile Number ... 0722801848

WITNESS

Signature
Name:
Address
48

185

Sum

11/02/22

Disabled

DISCHARGE VOUCHER

I, JAMES MATUNDA SAGI, holder of ID no. [6508041] of P. O. Box [374 N-JAMIRA] do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings [50,000] (Kshs. 50,000) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgement in High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this day of 2018

Signature [Signature]

Passport/ID Number 6508041

COY NO. 7333

Mobile Number 0714 985541

WITNESS

Signature

Name:

Address

PROTAC
ADAMS
[Signature]
Saver

49

186

N^o 23

27414 J 032 0171212570

DISCHARGE VOUCHER

I, **MARILETA MUTISYA**, holder of ID no. [**8954441**] of P. O. Box [] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [] (Kshs. **50,000/-**) from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited** ("the Suit").

IN **CONSIDERATION** of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this **30th** day of **April** 2018

Signature **MDA**

Passport/I.D Number **8954441**

COY NO. 240

Mobile Number **0717242027**

WITNESS

Signature

Name:

Address

50

187

(N. 24)

FAMILY
BANK 007000003991

DISCHARGE VOUCHER

I, Peter Jerngo Mwangi, holder of ID no. [8683442] of P. O. Box [369 THIKA] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [50,000/-] (Kshs. 50,000/-) from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited** ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 30th day of April 2018

Signature [Signature]

Passport/I.D Number 8683442

COY NO. 7236

Mobile Number 0725289861

WITNESS

Signature

Name:

Address

Save

N^o-25

DISCHARGE VOUCHER

I, JUSTUS K. MATHEKA, holder of ID no. [3469914] of P. O. Box [750 KITUI] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [(Kshs. 50,000) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited** ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 30th day of 11 2018

Signature [Signature]

Passport/I.D Number 3469914

COY NO. C573

Mobile 0723347412
Number 0723347412

WITNESS

Signature

Name:

Address

52

189

Sever

110-26

DISCHARGE VOUCHER

I, MUKI MUTISTA NDOLO, holder of ID no. [1084888] of P. O. Box [487 MACHAKOS] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [(Kshs. 50,000)] from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited** ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 27th day of APRIL 2018

Signature [Signature]

Passport/I.D Number 1084888

COY NO. 1996

Mobile Number 0708294807

0795007027

WITNESS

Signature

Name:

Address 53

190

No 27

DISCHARGE VOUCHER

I, PIER MIRINGU MWAURA, holder of ID no. [367 94 27] of P. O. Box [57 KANDAGA] do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings Fifty thousands. [(Kshs. 50,000/-)] from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited** ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 15th Tues day of May 2018

Signature [Signature]

Passport/I.D Number 3679427

COY NO. 5094

Mobile Number 0712883666

WITNESS

Signature

Name:

Address

[Signature]

54

199

N^o 28

DISCHARGE VOUCHER

I, Julius Muliwa, holder of ID no. [3363367] of P. O. Box [] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings One hundred thousand only [] (Kshs. 100000) from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit")**.

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 30 day of 04 2018 ID. 3363367
Signature [Signature] Passport/I.D Number 4557
COY NO.
Mobile Number 0724404002

WITNESS
Signature
Name:
Address

[Signature]

Nº 29

DISCHARGE VOUCHER

I, Moses M. MACHIRA, holder of ID no. [297 5751] of P. O. Box [] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings One hundred only [] (Kshs. 100,000/-) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit")**.

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit, I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this day of 2018

Signature M. Machira

Passport/I.D Number 2975751

COPY NO. 5570

Mobile Number 0712 558 324

WITNESS

Signature

Name:

Address

Samer

56

193

1V-30 % Nyanibo

DISCHARGE VOUCHER

JEIUSANYABOKE MUDEIG

, holder of ID no. [~~868~~ 869]

of P. O.

Box [11502 G.P.O.] do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings [~~100,000~~ 100,000]

(Kshs. 100,000.00) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgement in High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 30-4 day of 2018

Signature

Passport/I.D Number [~~868~~ 869]

COY NO. 869

Mobile Number 0725538983

WITNESS

Signature

Name

Address

57

194

Sand

Nº 31

DISCHARGE VOUCHER

I, MARIMEI MASOUD HAIGANZA, holder of ID no. [1085446
882] of P. O.
Box [40455 ⁰⁰/₁₀₀] do HEREBY ACKNOWLEDGE RECEIPT of payment of the
sum of Kenya Shillings [50,000] (Kshs. 50,000) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box
30161-00100, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me
under the judgement in High Court Civil Case No 279 of 2003- Lawrence Ndutu and
others vs Kenya Breweries Limited ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other
person as my successor in title hereby release and discharge KBL, all its affiliated entities,
directors, officers, employees, agents, successors or assigns from all claims or any further
liability to me arising from my former employment with KBL and in the Suit. I hereby waive
my right to make any future claims for any amounts, expenses, losses, liabilities, rights,
benefits or entitlements (whether known or unknown) that may be due to me from KBL or
any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and
or its parent company and its insurers.

DATED this WED 26 day of APRIL 2018

Signature [Signature]

Passport/I.D Number 1085446 - 882

Mobile
Number 0728 662423

WITNESS

Signature

Name:

Address

58

195

[Signature]

Nº 32

DISCHARGE VOUCHER

I, James Mwangi KABU, holder of ID no. [1277336] of P. O. Box [5186 MBI] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings (Kshs) 50,000/- [50,000/-] (Kshs.) from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited** ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 27th day of APRIL 2018 1277336
Signature [Signature] Passport/I.D Number COY NO. 5785
Mobile Number 0736816446 AI 0650298574067 EQUITY

WITNESS

Signature

Name:

Address

59

196

(NO 33)

DISCHARGE VOUCHER

I, Moses OTIENO NDOLU, holder of ID no. [108 5882] of P. O. Box [87 SONDU] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [(Kshs. 50,000)] from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATE: this 2 We day of MAY 2018

Signature ... Mary ...

Passport/I.D Number 1085882
COY NO. 1369

Mobile Number ... 0790482476 ...

WITNESS

Signature ...

Name: ...

Address ...

ADVOCATE EN ATHEGE
FOR OATHS
NOTARY PUBLIC
P. O. Box 2460 NAIROBI

60

197

(N-34)

FAMILY 00300 0004062
BANK

DISCHARGE VOUCHER

I, JOHN MUTUA MUTISYA, holder of ID no. [5060295] of P. O. Box [1248-00100] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [50,000] (Kshs. 50,000) from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited** ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 30th day of April 2018

Signature [Signature]

Passport/I.D Number 5060295

COY NO. 2643

Mobile Number 0721 322058

WITNESS

Signature

Name:

Address

PROF. CHEN - KATHEGE
ADVOCATE
NOTARY PUBLIC
P. O. Box 24860 - 00100
NAIROBI

61

198

N^o 35

DISCHARGE VOUCHER

I, **FATUMA GATI CHACHA**, holder of ID no. [**4288**] of P. O. Box [**410255-00100**] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [**(Kshs 50,000)**] from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit")**.

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this **WEDNESDAY 25** day of **APRIL** 2018

Signature ... **Rati** ... Passport/I.D Number **6402776**
4288

Mobile Number **0725 22 9649**

WITNESS

Signature

Name:

Address

PROT. GEN. ATHEGE
ADVOCATE
NOTARY PUBLIC
P. O. Box 24669-00100
NAIROBI

62

199

(Nº 36)

DISCHARGE VOUCHER

I, PETER KAROKI WAIRIUKU, holder of ID no. [4817190] of P. O. Box [] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [] (Kshs. 100,000/-) from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited** ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 27/4/ day of 2018

Signature ... [Signature] ...

Passport/I.D Number 4817190

COY NO. 7203

Mobile Number 0729173187

0785009070

WITNESS

Signature ...

Name: ...

Address ...

PROF. J. K. KATHAGE
ADVOCATE
SECRETARY
P. O. Box 24659 - 00100
NAIROBI

63

200

(N^o 37)

DISCHARGE VOUCHER

I, Demetrio NGUKE, holder of ID no. [1872459] of P. O. Box [52048 NAIROBI] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [50,000] (Kshs. 50,000) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit")**.

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 6th day of MAY 2018

Signature ... [Signature] ...

Passport/I.D Number ... 1872459 ...

COPY NO. 1159

Mobile Number ... 0722370211 ...

WITNESS

Signature ...

Name: ...

Address ...

ADVOCATE ATHEGE
P.O. Box 24859 - 00100
NAIROBI

64

201

No 38

DISCHARGE VOUCHER

I, TIMOTHY LOKI MATHEA, holder of ID no. [1277019] of P. O. Box [4 WAGUNDO] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [100,000] (Kshs. 100,000) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 7th day of MAY 2018

Signature ... [Signature] ...

Passport/ID Number ... 1277019 ...

COY NO. 5197

Mobile Number ... 0711903551 ...

WITNESS

Signature

Name:

Address

65

202

ADVOCATE
T. L. MATHEA
P. O. BOX 24850-00100
NAIROBI

14/39

DISCHARGE VOUCHER

I, JOHN KAMU NJORGE, holder of ID no. [1085831] of P. O. Box [248 Kilimo] do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings [(Kshs. 50,000)] from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgement in High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 2 NCD day of MAY, 2018

Signature [Signature]

Passport/I.D Number 1085831
COY NO. 399

Mobile Number 0729427237
to 0724697886

WITNESS

Signature

Name:

Address

ADVOCATE
NOTARY PUBLIC
P. O. Box 24650-00100
Nairobi

N242

DISCHARGE VOUCHER

I, THOMAS WAMBUA NGUI, holder of ID no. 4439158 of P.O. Box 21533-005 NAI do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings (Kshs. 50,000.00) from Kenya Breweries Limited (hereinafter "KBL") of P.O. Box 30161-00100, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgement in High Court Civil Case No 279 of 2003- Lawrence Ndutu and others vs Kenya Breweries Limited ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any accounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever. I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 27th day of April 2018

Signature 

Mobile Number 0722354973

WITNESS

Signature

Name:
Address: 67

PROSECUTOR
ADVOCATE
FOR DEFENDANT
P.O. BOX 21533-005 NAI
Nairobi

2014

(N^o 41)

DISCHARGE VOUCHER

I, **CHRISTINE NDUKU**, holder of ID no. [**1276267**] of P. O. Box [] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [] (Kshs. (00,000-00)) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in High Court Civil Case No 279 of 2003- Lawrence Ndutu and others vs Kenya Breweries Limited ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this **26th** day of **April**, 2018

Signature **Christine Nduku**

Passport/LD Number **1276267**

Mobile Number **0722 633549**

WITNESS

Signature

Name:

Address

ADVOCATE
KENYAN
ATHEGE
FOR OATHS
NOTARY PUBLIC
P.O. Box 24658-00100
NAIROBI

68

205

N^o 42

CCP 01109016560100

DISCHARGE VOUCHER

I, **ALOIS KIHARU GICHANA**, holder of ID no. [**1085379**] of P. O. Box [**520 KISII**] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [**100,000**] (Kshs. **100,000**) from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited** ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this **30TH** day of **April** 2018

Signature ... **[Signature]** ...

Passport/I.D Number ... **1085379** ...

COY NO. 1725

Mobile Number ... **0723454809** ...

WITNESS

Signature ...

Name: ...

Address ...

JEN ATHEGE
ADVOCATE FOR OATHS
& NOTARY PUBLIC
P. O. Box 24859 - 00100
NAIROBI

69

206

(N^o 43)

DISCHARGE VOUCHER

I, Michael M. Mwangi, holder of ID no. [2604197] of P. O. Box [191-00100] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [50,000/-] (Kshs. 50,000/-) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit")**.

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 3rd day of May 2018

Signature Nduttu

Passport/I.D Number 2604197

COY NO. 4355

Mobile Number 074 768 851

WITNESS

Signature

Name:

Address

70

ADVOCATE
ATHEGE
FOR OATHS
NOTARY PUBLIC
P. O. Box 24059 - 00100
NAIROBI

207

(J^o 44)

DISCHARGE VOUCHER

I, Rose M. MATHIA, holder of ID no. [1276348] of P. O. Box [199-00100] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [(Kshs. 100,000/-)] from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit")**.

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 3rd day of May 2018

Signature 0724322900
Rose

Passport/I.D Number 1276348
COY NO. 4091

Mobile Number 0724322900

WITNESS

Signature

Name:

Address

ADVOCATE
P.O. Box 24689-00100
Nairobi

71

208

No 45

DISCHARGE VOUCHER

I, Rhoda Njiruwa Ngemo, holder of ID no. [] of P. O. Box [32232 Ngemo] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [] (Kshs. /0 0,000=) from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited** ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this [] day of [] 2018

Signature []

Passport/I.D Number 1872475

COY NO. 5586

Mobile Number 0720 723 878

WITNESS

Signature []

Name: []

Address []

ADVOCATE
ATHEGE
P. O. Box 24559 - 00100
NAIROBI

Nº 46

DISCHARGE VOUCHER

I, **AUTHOR KILASO KIWANJA**, holder of ID no. [**5047824**] of P. O. Box [**106266-00100**] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [**(Kshs. 50,000)**] from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited** ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this **27th** day of **April** 2018

Signature ...  ...

Passport/I.D Number ... **5047824** ...

COY NO: **4120**

Mobile Number ... **0725234280** ...

WITNESS

Signature ...

Name: ...

Address ...

73

210

ADVOCATE
THEGE
FOR OATHS
P. O. Box 24059-00100
NAIROBI

N^o 47

DISCHARGE VOUCHER

I, JOSEPH KOKOYO OGWAYO holder of ID no. 1084834] of P. O. Box N/A] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [(Kshs. 1000,00/-)] from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited** ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 26th day of APRIL 2018

Signature [Signature]

Passport/I.D Number 1084834
004 3007

Mobile Number 0782 268004

WITNESS

Signature

Name:

Address

74

ADVOCATE
& NOTARY PUBLIC
P. O. Box 24659-00100
NAIROBI

211

(No 48)

DISCHARGE VOUCHER

I, **ANARGU KAMU GATEG**, holder of ID no. [**8350812**] of P. O. Box [**72618-00200**] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings **100,000 ONE HUNDRED THOUSAND** [(Kshs. **100,000**)] from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit")**.

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this **27th** day of **APRIL** 2018

Signature **[Signature]**

Passport/I.D Number **8350812**

COY NO 5864

Mobile Number **0721904985**

WITNESS

Signature

Name:

Address

ADVCA
SOLITARY PUBLIC
P.O. Box 24552-00100
NAIROBI
THEGE
FOR OATHS

75

212

No 49

DISCHARGE VOUCHER

I, GEORGE NABIRUK MWANGI, holder of ID no. [1872416] of P. O. Box [10106 251 OTHMANA] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [(Kshs. 100,000)] from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited** ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this _____ day of _____ 2018

Signature [Signature]

Passport/I.D Number 1872416

COY NO. 6023

Mobile

Number 0717 405018

A/C 0080191067575 - EQUITY

WITNESS

Signature

Name:

Address

ADVCA
THEGE
FOR OATHS
& NOTARY PUBLIC
P. O. Box 24659-00100
NAIROBI

(No 50)

DISCHARGE VOUCHER

I, LINUS B. OMBUNA, holder of ID no. [1873846] of P. O. Box [192-40200] do KEVBO-KISI **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [50,000/-] (Kshs. 50,000/-) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited** ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 30th day of April 2018

Signature ... [Signature] ...

Passport/ID Number ... 1873846 ...

COY NO. 3746

Mobile Number ... 0713 235 710 ...

WITNESS

Signature

Name:

Address

ATHEGE
ADVOCATE & NOTARY PUBLIC
P. O. Box 24552-00100
NAIROBI

77

214

N^o 51

DISCHARGE VOUCHER

I, NZIKI NDUNDA, holder of ID no. [7344118] of P. O. Box [] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [] (Kshs. 50,000) from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit")**.

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 2nd day of MAY 2018

Signature [Signature]

Passport/ID Number ... 7344118 ...
COY NO. 956

Mobile Number ... 0719107040

WITNESS

Signature

Name:

Address

ADVOCATE
THEGE
FOR OATHS
3 NOTARY PUBLIC
P.O. Box 24659-00100
NAIROBI

78

215

N-52

DISCHARGE VOUCHER

I, DAVID S. KILUNDO, holder of ID no. 3024719 of P. O. Box 1 do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings ONE HUNDRED THOUSAND (Kshs. 100,000/-) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgement in High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 14TH day of 05 2018

Signature [Signature] Passport/ID Number 3024719
Complaint No. 600

Mobile Number 074472 0711 223709

WITNESS

Signature [Signature]
Name: G. N. N. K. Mweni
Address: P.O. Box N 100A 79 (KITUR EAST)

ADVOCATE ATHEGE
FOR OATHS
& NOTARY PUBLIC
P.O. Box 24650-00100
NAIROBI

216

Nº 53

Deceased

DISCHARGE VOUCHER

I, **GIDEON OMBURA OUMA**, holder of ID no. [**1688442**] of P. O. Box [] do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings [] (Kshs. **100,000**) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgement in High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this **6/5** day of 2018

Signature

Passport/I.D Number **1688442**

COY NO. 3788

Mobile Number **0720766879**

% **0748091129** - wife
% **0711846749** son

WITNESS
Signature

Name:

Address

80

ADV. BY
NOTARY PUBLIC
P. O. Box 24659-00100
NAIROBI

217

No 54

DISCHARGE VOUCHER

I, WAMBUA MBELEZI, holder of ID no. [1872356] of P. O. Box [] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings One hundred only [(Kshs. 100,000/-) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit")**.

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit, I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 15th Tues day of May 2018

Signature W. Mbelezi

Passport/I.D Number 1872356

COY NO. 2806

Mobile Number 0721972881

WITNESS

Signature

Name:

Address

ADVOCATE
& NOTARY PUBLIC
P. O. Box 24659 - 00100
NAIROBI
THEGE
FOR OATHS

81

218

010-55

DISCHARGE VOUCHER

I, Lawrence Mwangi Ikeri, holder of ID no. [1872484] of P. O. Box [30 OTHAYA] do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings [(Kshs. 50,000)] from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited** ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 30th day of April 2018

Signature [Signature]

Passport/I.D Number 1872484

COY NO 1140

Mobile Number 0720061425

WITNESS

Signature

Name:

Address

ADVCCA
ATHEGE
FOR OATHS
& NOTARY PUBLIC
P. O. Box 24859 - 00100
NAIROBI

82

219

150-56

DISCHARGE VOUCHER

I, SIMON N. WANYEKI, holder of ID no. [5794938] of P. O. Box [] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings fifty thousand only [] (Kshs. 50,000) from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited** ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this day of 2018

Signature [Signature]

Passport/I.D Number 579-4938

COY No. 1885

Mobile Number 0720999283

WITNESS

Signature

Name:

Address

83

220

ADV-
P.O. Box 24650-00100
NAIROBI
THEGE
FOR DATING

120

57

DISCHARGE VOUCHER

I, **EDWARD MWILI**, holder of ID no. [**1085900**] of P. O. Box [**106266-00101**] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [**100,000**] (Kshs. **100,000**) from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit")**.

IN **CONSIDERATION** of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this **27th** day of **April** 2018

Signature

Passport/I.D Number

COY NO. 3970

Mobile Number ... **0713304232**

WITNESS

Signature

Name:

Address

ADVOCATE
& NOTARY PUBLIC
P. O. Box 24859-00100
NAIROBI

ATHEGE
FOR OATHS

84

221

(N^o 58)

DISCHARGE VOUCHER

I, Phillip Mutuku Nyenzi, holder of ID no. [5045539] of P. O. Box [311] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings MTIIO AND E1 [(Kshs.) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 30 day of April 2018

Signature ... NBKV ...

Passport/I.D Number ...

COY NO. 2326

Mobile Number 0720905483

WITNESS

Signature

Name:

Address

ATHEGE
ADVOCATE & NOTARY PUBLIC
P. O. Box 24659-00100
NAIROBI

85

222

No. 39

Deceased

DISCHARGE VOUCHER

DC: 0001729

I, EVELYN P. A. DYWA

, holder of ID no. [1276293] of P. O.

Box [51585 00200]

do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings FIFTY THOUSAND [

](Kshs. 50,000/=) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit")**.

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit, I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DC: 0001729

DATED this _____ day of _____ 2018

1276293

Signature ... [Signature] ...

Passport/I.D Number ... B ...

COY NO. 3717

Mobile Number ... 0721 611 567 ...

WITNESS

Signature

Name:

Address

ADVCA

NOTARY PUBLIC

P. O. Box 24659-00100

NAIROBI

THEGE

FOR OATHS

86

223

(N^o 60)

15/04/2018 J 01107805019000

DISCHARGE VOUCHER

I, NYANBARIGA S. ONGIGE, holder of ID no. [1085396] of P. O. Box [192-40200 KEUMBU] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [50000/-] (Kshs. 50000/-) from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited** ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 30 day of April 2018

Signature ... Ongige ...

Passport/I.D Number 1085396 ...

COY NO. 2674

Mobile Number ... 0711815290 ...

WITNESS

Signature ...

Name: ...

Address ...

ATHEGE
ADVOCATE
& NOTARY PUBLIC
P. O. Box 24653-00100
NAIROBI

Nº-61

DISCHARGE VOUCHER

I, JOHN KIVULI, holder of ID no. 3693578 of P. O. Box 120 do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings One hundred thousand (Kshs. 100,000) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgement in High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 4th day of 15 2018

Signature [Signature]

Passport/I.D Number 3693578

Complaint No. 7926

Mobile Number 0710806949

WITNESS

Signature [Signature]

Name: FRANCIS ABURU KIVULI

Address 0720-338588

ADVOCATE & NOTARY PUBLIC
P. O. Box 24859 - 00180
NAIROBI

225

DISCHARGE VOUCHER

1. PETER MWENGI XIGUNZE

98203-1151

4590121

THEORY OF KNOWLEDGE AND REASON

120,000/-

[illegible]

3.34E-05 14% 56.0E-01

others – Kenya Breweries Limited, etc. S. 279.

DATED

Monday
30.1th April APRIL

Signature _____

W. G. F.

Passport ID Number

4590121

Coy NO: 5842

5642

Mobile

0722783991

Nurture

WITNESS

Signature

A 3000

89

Address

226

ADYUCAL & NOTARY PUBLIC
P.O. Box 24659-99100
NAIROBI

DISCHARGE VOUCHER

I, **SUSAN RASMUS CHITECHI**, holder of ID no. **2261715** of P.O. Box **87528 Msa** do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings **(Kshs. 100,000/-)** from Kenya Breweries Limited (hereinafter "KBL") of P.O. Box **20161-00100, Nairobi**.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgement in High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this **30th** Mon day of **April** 2018

Signature **[Signature]**

Passport ID Number **2261715**

Coy No: **7986**

Mobile Number **0723792585**

WITNESS

Signature **[Signature]**

Name **[Signature]**

Address **[Signature]**

PROF. **CHIEF** **KATHEGE**
ADVOCATE & NOTARY PUBLIC
P.O. Box 24659-00100
NAIROBI **[Signature]**

90

227

(N^o 64)

Deceased

C/O 0721973976

DISCHARGE VOUCHER

I, JOHN MUCHEMI (KINYA), holder of ID no. [1276301] of P. O. Box [145 KARATINA] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [] (Kshs.) from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited** ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 27th day of APRIL 2018

Signature [Signature]

Passport/LD Number 1276301

COY NO 5964

Mobile Number 0722819410

MC 1283398664

0751341341 - 0721973976

WITNESS

0753411341

DNB

Signature

Name:

Address

THE GE
ADVOCATE & NOTARY PUBLIC
P. O. Box 24689 - 00100
NAIROBI

91

228

N=65

DISCHARGE VOUCHER

I, ROBERT MUKONIDWA NJULU, holder of ID no. 16008620 of P. O. Box 93535 MSAI do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings 50,000/= from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgement in High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 27TH day of APRIL 2018

Signature [Signature]

Passport/ID Number 16008620

Company No. 7950

Mobile Number 0723141940

WITNESS

Signature _____

Name: _____

Address: _____

ADVOCATE AT THEGE
& NOTARY PUBLIC
P. O. Box 24659 - 00100
NAIROBI

92

229

Nº 66

DISCHARGE VOUCHER

I, DALD N MUTU, holder of ID no. 1873900 of P. O. Box 1
do HEREBY ACKNOWLEDGE RECEIPT of payment of the
sum of Kenya Shillings ONE HUNDRED THOUSAND
(Kshs. 100,000/-) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box
30161-00100, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me
under the judgement in High Court Civil Case No 279 of 200 - Lawrence Ndutu and
others vs Kenya Breweries Limited ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other
person as my successor in title hereby release and discharge KBL, all its affiliated entities,
directors, officers, employees, agents, successors or assigns from all claims or any further
liability to me arising from my former employment with KBL and in the Suit. I hereby waive
my right to make any future claims for any amounts, expenses, losses, liabilities, rights,
benefits or entitlements (whether known or unknown) that may be due to me from KBL or
any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and
or its parent company and its insurers.

DATED this 4th day of 05 2018

Signature [Signature]

Passport/I.D Number 187,3900

Company No 2846

Mobile Number 0716967801

0723177636

WITNESS

Signature [Signature]

Name GINA K. D. Mwendu

Address P.O. Box 11000 (Nairobi) Kenya

THEGE
ADVOCATE & NOTARY PUBLIC
P. O. Box 24559-00100
NAIROBI

230

DISCHARGE VOUCHER

I, JUMA MOHAMED KIDANGA, holder of ID NO. 5301195
Box 262 MARIKAPPA do HEREBY ACKNOWLEDGE RECEIPT of payment of the
sum of Kenya Shillings
(KShs. 100,000/-) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box
30161-00100, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me
under the judgement in High Court Civil Case No 279 of 2003- Lawrence Ndutta and
others vs Kenya Breweries Limited ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other
person as my successor in title hereby release and discharge KBL, all its affiliated entities,
directors, officers, employees, agents, successors or assigns from all claims or any further
liability to me arising from my former employment with KBL and in the Suit. I hereby waive
my right to make any future claims for any amounts, expenses, losses, liabilities, rights,
benefits or entitlements (whether known or unknown) that may be due to me from KBL or
any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and
or its parent company and its insurers.

DATED this 30th MON day of APRIL 2018

Signature ... *Juma*

Passport ID Number 5301195

COMPANY NO 7932

Mobile Number 0720771530

WITNESS

Signature ...

Name: ...

94

Address ...

ADVCA. THEGE
& NOTARY PUBLIC
P. O. Box 24669-00100
NAIROBI

231

N 68

DISCHARGE VOUCHER

I, **MOHAMED SAID BWANAIMANI**

holder of ID no. **4590046**

of P. O.

Box

I do HEREBY ACKNOWLEDGE RECEIPT of payment of the

sum of Kenya Shillings

(KShs. **100,000/=**)

from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgement in High Court Civil Case No 279 of 2003- Lawrence Ndutta and others vs Kenya Breweries Limited ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL as any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this **30th** Monday day of **April** 2018

Signature

Passport/I.D Number **4590046**

Company No: **7807**

Mobile
Number

0720789083

WITNESS

Signature

Name

95

Address

ATHEGE
ADVOCATE FOR OATHS
& NOTARY PUBLIC
P. O. Box 24859-00100
NAIROBI

232

No 69

DISCHARGE VOUCHER

I, GIDEON K MWENGI, holder of ID no. 1146965 of P. O. Box 1 do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings One hundred Thousand (Kshs. 100,000/-) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgement in High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 4th day of 05 2018

Signature [Signature]

Passport/ID Number 1146965

COMPANET No. 436

Mobile Number 0722905956

WITNESS [Signature]
Signature

Name: DAVID MUTINI

Address Box 1100A (MTR 96) KITUI EAST

ADVOCATE ATHEGE
ADVOCATE FOR OATHS
& NOTARY PUBLIC
P.O. Box 24659-00100
NAIROBI

233

1, No 70

DISCHARGE VOUCHER

1. FRANCIS NGUNZE KIUZUKA, holder of ID no. 16019303 of P. O. Box 1 do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings ONE HUNDRED THOUSAND (Kshs. 100,000) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-KN100, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgement in High Court Civil Case No 279 of 2003- Lawrence Ndutu and others vs Kenya Breweries Limited ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 4th day of 05 2018.

Signature [Signature]

Passport/ID Number 16019303

Mobile FRANCIS NGUNZE KIUZUKA
Number 0720-338590
0710808949

COMPANY NO. 122

WITNESS

Signature [Signature]

Name JOHN KIVUKI

Address 0710808949 97

PROCESSED BY ATHEGE
ADVOCATE & NOTARY PUBLIC
P. O. Box 24559-00100
NAIROBI

234

NO 71

DISCHARGE VOUCHER

I, DOROTHY SHENGE, holder of ID no. [1276476] of P. O. Box [50900 00200 NBI] do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings FIFTY THOUSAND SHILLINGS ONLY [(Kshs. 50,000/-) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgement in High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 30 day of April 2018

Signature ... *[Signature]* ...

Passport/ID Number ... 1276476 ...

COY NO. 6307

Mobile Number ... 0735 271972 ...

WITNESS

Signature ...

Name: ...

Address ...

ADVOCATE
ATHEGE
KABACATHS
NOTARY PUBLIC
P. O. Box 24859-00100
NAIROBI

98

235

W-72

DISCHARGE VOUCHER

I, **MAURICE SAKWA**, holder of ID no. [**4871070**] of P. O. Box [] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [] (Kshs. **50,000**) from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited** ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this **27 April** day of **2018**

Signature ... *Maurice Sakwa* ...

Passport/I.D Number ... **4871070** ...

COY NO **4331**

Mobile Number ... **0729931304** ...

WITNESS

Signature ...

Name: ...

Address ...

ADVOCATE ATHEGE
& NOTARY PUBLIC
P.O. Box 24659 - 00100
NAIROBI

99

236

N^o 73

AC 0009226721880

DISCHARGE VOUCHER

I, STANLEY GEORGE KENYARA, holder of ID no. [8350705] of P. O. Box [720 KIS II] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [(Kshs. 100,000/-)] from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited** ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 30th day of APRIL 2018

Signature [Signature]

Passport/I.D Number 8350705

COY NO. 7132

Mobile 0722368612
Number 0233 870 619

WITNESS

Signature

Name:

Address

ADVOCATE
ATHEGE
FOR OATHS
& NOTARY PUBLIC
P. O. Box 24859 - 00100
NAIROBI

100

237

NO 74

DISCHARGE VOUCHER

I, **BAKSORA WACHU BAJARA**, holder of ID no. **1277335** of P. O. Box **93595 NIS** do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings **100,000/-** (Kshs. 100,000/-) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgement in High Court Civil Case No. 279 of 2003- Lawrence Ndutu and others vs Kenya Breweries Limited ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this **30TH** day of **April** 2018

Signature ... **B...**

Passport/I.D Number **1277335**

Company No. **1875**

Mobile Number **0737766463**

WITNESS

Signature ...

Name ...

Address ...

101

238

ADVOCATE **ATHEGE**
& NOTARY PUBLIC
P. O. Box 24659/00100
NAIROBI

NO. 75

DISCHARGE VOUCHER

I, GEORGE SHWACHI MASHEDI, holder of ID no. 0312831 of P. O. Box 82045 (Mse) do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings [KShs. 100,000/-] from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgement in High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 30th day of April 2018

Signature

Passport/I.D Number

0312831

Complaint No. 7761

Mobile Number

0703313754

WITNESS

Signature

Name

Address

102

ATHEGE
ADVOCATE & NOTARY PUBLIC
P.O. Box 24659 - 00100
NAIROBI

239

N: 76

DISCHARGE VOUCHER

I, DZOMBO CHARLES MBURA, holder of ID no. 2171674 of P. O. Box 43535 MGA do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings [Kshs. 100,000/-] from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgement in High Court Civil Case No 279 of 2003- Lawrence Ndutu and others vs Kenya Breweries Limited ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 28 April day of April 2018

Signature [Signature]

Passport/I.D Number 2171674

Company No. 0506

Mobile Number 0701428403

WITNESS

Signature [Signature]

Name: [Signature]

Address [Signature]

E. ATHEGE
ADVOCATE & NOTARY PUBLIC
P. O. Box 24659 - 00100
NAIROBI

103

240

No. 77

DISCHARGE VOUCHER

I, Jeremia M. Mwangi, holder of ID no. 8365942 of P. O. Box 92007 MSN do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings [Kshs. 100,000/-] from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgement in High Court Civil Case No 279 of 2003- Lawrence Ndutu and others vs Kenya Breweries Limited ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 27th day of April 2018

Signature [Signature]

Passport/ID Number 8365942

Company No. 7964

Mobile Number 0724413868

WITNESS

Signature [Signature]

Name [Signature]

Address [Signature]

104

241

ADVOCATE & NOTARY PUBLIC
P. O. Box 24650 - 00100
NAIROBI

No. 78

DISCHARGE VOUCHER

HAMMERSON

I, DOUGLAS HAMMERSON MALINGI holder of ID no. 4590184 of P. O. Box 392 Kileleshwa do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings 100,000/- from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgement in High Court Civil Case No 279 of 2003- Lawrence Ndutu and others vs Kenya Breweries Limited ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 20th day of April 2018

Signature [Signature]

Passport/ID Number 4590184

Company No. D37

Mobile Number 0726657863

WITNESS

Signature _____

Name: _____

Address _____

105

242

ISOTIUS EN ATHEGE
ADVOCATE & NOTARY PUBLIC
P.O. Box 24659-00100
NAIROBI

No. 790

Mohamed Hamadi Miam GUPU

DISCHARGE VOUCHER

c/o 1. Hamad Jama Miam GUPU

HEREBY ACKNOWLEDGE RECEIPT

KSh = 100,000/=

Kenya Breweries Limited (hereinafter KBL)

HEREBY ACCEPT the above said sum in full and final satisfaction of the claim made by the undersigned in High Court Civil Case No. 279 of 2003, Lawrence Sotirop and others v Kenya Breweries Limited (the Suits).

IN CONSIDERATION of the above payment being made, the undersigned hereby releases and discharges KBL, its directors, officers, employees, agents, successors or assigns from all claims, demands, suits, actions, proceedings, losses, damages, costs, charges, expenses, interest, and all other liabilities, whether known or unknown, in respect of the above said suits, and shall not make any claim, demand, suit, action, proceedings, losses, damages, costs, charges, expenses, interest, and all other liabilities, whether known or unknown, in respect of the above said suits, and shall not make any claim, demand, suit, action, proceedings, losses, damages, costs, charges, expenses, interest, and all other liabilities, whether known or unknown, in respect of the above said suits.

Further shall not make any claim, demand, suit, action, proceedings, losses, damages, costs, charges, expenses, interest, and all other liabilities, whether known or unknown, in respect of the above said suits.

DATED: 30th Monday 1st April 2004

Mohamed Hamadi
Miam GUPU ID 31611636

Signature

Received For Sum: KSh 100,000

Company No 7726

0707398841

Mobile

Number

WITNESS

Signature

Name

106

Address

ATHEGE
ADVOCATE & NOTARY PUBLIC
P. O. Box 24859 - 00100
NAIROBI

243

Nr 80

DISCHARGE VOUCHER

I, **LEONARD DUME MBOGA** ID No: 0671579

of **399 KILIFI**

HEREBY ACKNOWLEDGE RECEIPT OF

Kenya Breweries Limited

Shs 100,000/=

Kenya Breweries Limited (hereinafter referred to as KBL)

THEIRY ACCEPTANCE of the said sum of Shs 100,000/= as full and final settlement of all claims against KBL in High Court Civil Case No 279 of 2003- Lawrence Nduku and others vs Kenya Breweries Limited.

IN CONSIDERATION of the aforesaid payment, my personal representative and other persons who are associated with me hereby discharge KBL, all its affiliated companies, agents, employees, agents, successors, assigns from all claims, demands, damages, losses, expenses, costs, liabilities, obligations, and in the said settlement, I hereby agree to pay the said sum of Shs 100,000/= to KBL and in the said settlement, I hereby agree to pay the said sum of Shs 100,000/= to KBL and in the said settlement, I hereby agree to pay the said sum of Shs 100,000/= to KBL.

I further agree to make good to KBL all damages, losses, expenses, costs, liabilities, obligations, and in the said settlement, I hereby agree to pay the said sum of Shs 100,000/= to KBL.

DATED 2nd Week 10th May 2004

Signature

Leonard Dume Mbooga

Passport ID Number 0671579

Company No: 7709

Mobile Number: 0718393151

WITNESS

Signature

Name

107

Address

ADVOCATE ATHEGE
ADVOCATE FOR OATHS
& NOTARY PUBLIC
P. O. Box 24659-00100
NAIROBI

244

Ne. 81

DISCHARGE VOUCHER

I, DAVID WAZERA JOHAN, holder of ID no. 2187463 of P. O. Box 92009 [MSH] do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings 100,000/- from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgement in High Court Civil Case No 279 of 2003- Lawrence Ndutu and others vs Kenya Breweries Limited ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 27th day of APRIL 2018

Signature [Signature]

Passport/LD Number 2187463

COMPLAINT No. 7900

Mobile Number 0700870146

WITNESS

Signature [Signature]

Name [Signature]

Address [Signature]

108

245

ATHEGE
ADVOCATE & NOTARY PUBLIC
P. O. Box 24650 - 00100
NAIROBI

246

ADVOCATE
P.O. Box 24659
NAIROBI
KENYA
00100

109

Address

Name

Signature

WITNESS

Number

072465822

Company no. 441
22422317

Signature
Douglas

DATED 30 March

I hereby certify that the above is a true and correct copy of the original document as presented to me for certification.

IN CONSIDERATION of the above premises, my professional fee of KSh. 10,000/- is hereby paid to me by the said company.

Witness my hand and seal at Nairobi this 30th day of March 2005.

THE SIGNED WITNESS
 Name: Douglas
 Address: Kenya Business Limited, 246

Amount: 100,000
 To: 420 MKI
 JOSEPHINE CHELIL MBOSHE
 22422317

1/2 Josephine MBoshe

because of (No 82)

No 83

DISCHARGE VOUCHER

I, SAIDI AWADHI LUAYU, holder of ID no. 0172352 of P. O. Box 9385 N/A do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings 100,000/- from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgement in High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 30th day of April 2018

Signature

Passport/ID Number

0172352

Company No.

3400

Mobile
Number

0728891079

WITNESS

Signature

Name

Address

ADVOCATE

ELIATHAHEGE

& NOTARY PUBLIC

P. O. Box 24659 - 00100
NAIROBI

110

247

N^o-84

DISCHARGE VOUCHER

I, **DARIUS KILAMBO MWASHUNGULA**, holder of ID no. **5395574** of P. O. Box **19 MWATATE** do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings **100,000** (Kshs. **100,000**) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box **30161-00100**, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgement in High Court Civil Case No 279 of 2003- Lawrence Ndutu and others vs Kenya Breweries Limited ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this **29th** day of **APRIL** 2018

Signature **[Signature]**

Passport/I.D Number **5395574**

COMP. NO. **7886**

Mobile Number **0721267234**

WITNESS

Signature

Name

Address

111

ADVOCATE
ATHEGE
FOR OATHS
& NOTARY PUBLIC
P. O. Box 24659-00100
NAIROBI

248

NO 85

DISCHARGE VOUCHER

I, DONAS LOMBO KIRICHA, holder of ID no. 4990801 of P. O. Box 93535 MSA do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings 100,000/= from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgement in High Court Civil Case No 279 of 2003- Lawrence Ndutu and others vs Kenya Breweries Limited ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 28th SAT day of APRIL 2018

Signature [Signature]

Passport/I.D Number 4990801

Complaint No. 2915

Mobile Number 0724713514

WITNESS

Signature _____

Name: _____

Address _____

112

249

ADVOCATE
FOR OATHS
& NOTARY PUBLIC
P. O. Box 24958-00100
NAIROBI

NO 86

DISCHARGE VOUCHER

I, RACHEL V.W. KEAR MURUGU KIGIRI holder of ID no. 0156855 of P. O. Box 92009 NIA do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings [(Kshs. 100,000/-) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgement in High Court Civil Case No 279 of 2003- Lawrence Ndutu and others vs Kenya Breweries Limited ('the Suit').

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this Friday 27th day of April 2018

Signature [Signature]

Passport/ID Number 0156855

Company No. 7839

Mobile Number 0729366227

WITNESS

Signature [Signature]

Name R

Address [Address]

113

250

ATHEGE
FOR OATHS
& NOTARY PUBLIC
P.O. Box 24659-00100
NAIROBI

No 87

DISCHARGE VOUCHER

DILTON PASCAL KITATU, holder of ID No: **0507483**
H. **19 MWANGATE** I HEREBY ACKNOWLEDGE RECEIPT of payment of KShs **100,000/=** from **Kenya Breweries Limited** (hereinafter "KBL") of P.O. Box 1000, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 274 of 2003: Lawrence Ndotu and others vs Kenya Breweries Limited** ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this **13th** **SUNDAY** day of **MAY** 2012

Signature **KITATU**

Passport ID Number **0507483**

Company No: **0502**

Signature **960723378585**

WITNESS

Signature

Signature

Address

THEGE
ADVOCATE FOR OATHS
& NOTARY PUBLIC
P.O. Box 24658-00100
NAIROBI

251

88

DISCHARGE VOUCHER

I, **BONIFACE MUTUKU NDAICA**, ID No. **1908453**
No. **171 NUNGUNE** HEREBY ACKNOWLEDGE RECEIPT
of the sum of **150,000/=** Kenya Breweries Limited (hereinafter "KBL")
to me in full settlement of my claim against KBL.

I HEREBY ACCEPT the sum of **150,000/=** in full settlement of all my claims against KBL
in connection with **High Court Civil Case No. 279 of 2003, Lawrence Ndetei and others v Kenya Breweries Limited** (the "Case").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other
person acting in my succession, hereby release and discharge KBL, all its affiliated entities,
directors, officers, employees, agents, successors or assigns from all claims or any further
claims against KBL arising from my former employment with KBL and in the Suit. I hereby waive
the right to make any further claim for any amounts, expenses, losses, benefits, rights,
benefits or advantages, known or unknown that may be due to me from KBL
and its successors or assigns, or any other person or entity, if otherwise entitled to.

I further agree to make any declaration or statement whatsoever against KBL or its
or its parent company and its agents.

DATED **30TH MON** Day of **April** 2004

Signature **Boniface**

Passport ID Number **1908453**

Coy 7868

Mobile Number **0725623905**

WITNESS

Signature

Name **115**

Address

THEGE
ADVOCATE FOR OATHS
& NOTARY PUBLIC
P.O. Box 24659-00100
NAIROBI

252

NO 89

DISCHARGE VOUCHER

I, **KIMANI NGERE WAITITHI**, holder of ID no. **4590162** of P.O. Box **1137 KILIFI** do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings **200000/-** from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgement in High Court Civil Case No 279 of 2003- Lawrence Ndutu and others vs Kenya Breweries Limited ("the Suit")

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this **1st** day of **MAY** 2018

Signature **[Signature]**

Passport/ID Number **4590162**

Confirmed No. **7759**

Mobile Number **0721233651**

WITNESS

Signature **[Signature]**

Name **[Signature]**

Address **[Signature]**

116

THESE
ADVOCATE FOR OATHS
& NOTARY PUBLIC
P. O. Box 24659-00100
NAIROBI **[Signature]**

253

(N= 90)

DISCHARGE VOUCHER

I, ZIPORAH DENA FUKWE holder of ID no. 5522446 of P. O. Box 196222 LIKUMPA HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings 100,000/= from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgement in High Court Civil Case No 279 of 2003- Lawrence Ndutu and others vs Kenya Breweries Limited ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 29th SUN day of APRIL 2018

Signature [Signature]

Passport/I.D Number 5522446

Company No. 0462

Mobile Number 0712921287

WITNESS

Signature [Signature]

Name [Name]

Address [Address]

117

254

EN ATHEGE
ADVOCATE
& NOTARY PUBLIC
P. O. Box 24669 - 00100
NAIROBI

Nº 91

DISCHARGE VOUCHER

I, KENAN HEADLISH KOMORA, holder of ID no. [2239753] of P. O. Box [86261 MSA] do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings [100,000.00] from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgement in High Court Civil Case No 279 of 2003- Lawrence Ndutu and others vs Kenya Breweries Limited ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this _____ day of _____ 2018

Signature 30th PAUL QVIB

Passport/ID Number 2239753

Headlisk

COMPANY No. 1648

Mobile Number 0724937903

WITNESS

Signature _____

Name: _____

Address _____

118

255

THEGE
ADVOCATE & NOTARY PUBLIC
P. O. Box 24859-00100
NAIROBI

No. 92

DISCHARGE VOUCHER

I CRISTANTUS MWACIO MAGANGA

IN 61 MCANCE

HEREBY ACKNOWLEDGE RECEIPT

5399307

IN 100,000/-

FROM THE OFFICE OF THE ATTORNEY GENERAL

I HAVE RECEIVED

FROM THE OFFICE OF THE ATTORNEY GENERAL
THE SUM OF KES. 100,000/- (ONE HUNDRED THOUSAND SHILLINGS ONLY)

IN CONSIDERATION

OF THE DEED OF GIFT DATED 14th April 1994, whereby the KIBI DISTRICT OFFICE OF THE ATTORNEY GENERAL has granted to me the sum of KES. 100,000/- (ONE HUNDRED THOUSAND SHILLINGS ONLY) for the purpose of carrying out my duties as a member of the KIBI DISTRICT OFFICE OF THE ATTORNEY GENERAL.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at NAIROBI this 14th day of April 1994.

DATED 14th April 1994

April

Signature *Amu S.*

Witness: J.D. Njoroge 5399307

Coy No. 4360.

Mobile

Number 0795076083

WITNESS

Signature

Name

119

Address

256

THE
ADVOCATE
FOR OATHS
& NOTARY PUBLIC
P. O. Box 24889 - 00100
NAIROBI

(No. 93)

DISCHARGE VOUCHER

MASUAD MANGUMI KONGONINGA

6732380

I HEREBY ACKNOWLEDGE RECEIPT

of the sum of

KSh 100,000/=

to me

I HAVE ACCEPTED

the sum of KSh 100,000/= from High Court Case No. 219 of 2003 Lawrence Njiru and others vs Kenya Breweries Limited

IN CONSIDERATION of the discharge of the said Lawrence Njiru and others from the said High Court Case No. 219 of 2003 Lawrence Njiru and others vs Kenya Breweries Limited and in full satisfaction of the said High Court Case No. 219 of 2003 Lawrence Njiru and others vs Kenya Breweries Limited and in full satisfaction of the said High Court Case No. 219 of 2003 Lawrence Njiru and others vs Kenya Breweries Limited and in full satisfaction of the said High Court Case No. 219 of 2003 Lawrence Njiru and others vs Kenya Breweries Limited

I further declare that the sum of KSh 100,000/= is the full and final settlement of the said High Court Case No. 219 of 2003 Lawrence Njiru and others vs Kenya Breweries Limited and in full satisfaction of the said High Court Case No. 219 of 2003 Lawrence Njiru and others vs Kenya Breweries Limited

DATED 30th MARCH 2004

APRIL

6732380

Signature: *Kongoniga*

6732380

Company 7901

Mobile Number 00720789083 0714650113

WITNESS

Signature

Name

120

Address

257

ATHEGE
ADVOCATE
& NOTARY PUBLIC
P.O. Box 24689 - 00100
NAIROBI

N-94

DISCHARGE VOUCHER

I, OCHENG OMOLU, holder of ID no. 1821116] of P. O.
Box [] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the
sum of Kenya Shillings []
[Kshs. 152891/-] from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box
30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me
under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and
others vs Kenya Breweries Limited** ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other
person as my successor in title hereby release and discharge KBL, all its affiliated entities,
directors, officers, employees, agents, successors or assigns from all claims or any further
liability to me arising from my former employment with KBL and in the Suit. I hereby waive
my right to make any future claims for any amounts, expenses, losses, liabilities, rights,
benefits or entitlements (whether known or unknown) that may be due to me from KBL or
any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and
or its parent company and its insurers.

DATED this 27/4/2018 day of 2018

Signature [Signature]

Passport/I.D Number 1821116
COY NO 5136

Mobile
Number 0721989526

WITNESS

Signature

Name:

Address

THEGE
ADVOCATE FOR OATHS
& NOTARY PUBLIC
P.O. Box 24658-00100
NAIROBI

121

258

N=95

DISCHARGE VOUCHER

I, **ALPHONSE MWAVULA MWAKIZAI** holder of ID no. [**0505193**] of P. O. Box [**472 MTPA**] do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings [**(Kshs. 100,000/=)**] from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgement in High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this **2nd WINE** day of **MAY** 2018

Signature **Alphonse Mwavula Mwakizai**

Passport/ID Number **0505193**

Complaint No. **0585**

Mobile Number **0711557859**

WITNESS

Signature

Name

Address

122

259

ATHEGE
FOR OATHS
& NOTARY PUBLIC
P. O. Box 24659-00100
NAIROBI

N^o 96

DISCHARGE VOUCHER

I, BERNICE WANGICH
KIMSOZI, holder of ID no. [3625375] of P. O. Box [149-00517-H&I] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings one hundred thousand only |
|(Kshs. 100,000/=) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit")**.

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 27 day of APRIL 2018

Signature ... [Signature]

Passport/I.D Number 5658

COY NO. 3625375

Mobile Number 0722662738

WITNESS

Signature

Name:

Address

123

260

THEGE
FOR OATHS
P. O. Box 24559-00100
NAIROBI

Nº97

DISCHARGE VOUCHER

I, GIBSON WANDUWA MUNDARA holder of ID no. [21744618] of P. O. Box [] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [] (Kshs. 50000) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit")**.

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this day of 25 2018

Signature Nda

Passport/I.D Number ... 21744018

COY NO. 3878

Mobile Number ... 0714083224

WITNESS

Signature

Name:

Address

THEGE
ADVOCATE
SOLICITARY PUBLIC
P. O. Box 24859-00100
NAIROBI

124

261

Nr. 98

Disabled

DISCHARGE VOUCHER

I, MWANGI WAMBULU, holder of ID no. [1277575] of P. O. Box [] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings Fifty thousands only [] (Kshs. 50,000/-) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 14th day of 5 2018

5217082

Signature ... MWANGI WAMBULU ...

Passport/I.D Number 1277575

COY NO. 1014

Mobile Number ... 0712558324 - 0723946350

WITNESS

Signature

Name:

Address

THESE
FOR OATHS
P. O. Box 24859-00100
NAIROBI

125

262

N^o 99

Deceased % 011092266721000

DISCHARGE VOUCHER

I, ANDREW KENBURA MABO, holder of ID no. [] of P. O. Box [720, Kisi] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [] (Kshs. 50,000/-) from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited** ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 30th day of April 2018

Signature ... [Signature] ...

Passport/I.D Number ...

COY NO. 724

Mobile 0722 368 612
Number 0733 870 619

WITNESS

Signature

Name:

Address

ADVOCATE JEN ATHEGE
FOR OATHS
& NOTARY PUBLIC
P. O. Box 24859 - 00100
NAIROBI

CERTIFICATE OF DEATH

0128725

Death in the		KISII CENTRAL		District in the		NYANZA		Province	
Entry No.	0161400728		Name and Surname of Deceased		Andrew Keng'ara Maigo				
Sex	Male	Age	79 Yrs	Occupation	Peasant Farmer				
Date of Death	23-01-2014		Place of Death	Kisii Level 5 Hospital		Residence	Keumbu		
Cause of Death	Chronic Subdural Haematoma...								
Name and Description of Informant	Ruth (CO1)		Name of Registering Officer	M. N. Khayota		Date of Registration	08-02-2014		

I, Central Records Division. V. B. Momanyi District/Assistant Registrar for District. hereby certify that this certificate is compiled from an entry/return in the Register of Deaths in the District.

CRD/CA. 17613 of 07/04/2014..


 District/Assistant Registrar

Given under the Seal of the Director of Civil Registration on the 7th day of April, 2014

This certificate is issued in pursuance of the Births and Deaths Registration Act (Cap. 149) which provides that a certified copy of any entry in any register or return purporting to be sealed or stamped with the Seal of the Director of Civil Registration shall be received as evidence of the dates and facts therein contained without any or other proof of such entry.

N^o 100

DISCHARGE VOUCHER

I, **GLORIA AWUOR MANGO**, holder of ID no. [**1277150**] of P. O. Box [] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [] (Kshs. **100,000**) from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited** ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this **4/5/18** day of 2018

Signature

Passport/I.D Number **1277150**

COY NO. 5403

Mobile Number **0728831203**

WITNESS

Signature

Name:

Address **128**

THEGE
FOR OATHS
NOTARY PUBLIC
P.O. Box 24059-00100
NAIROBI

265

(N^o 101)

DISCHARGE VOUCHER

I, William Atsali Chukwiz, holder of ID no. [8471584] of P. O. Box [400 BUTERE] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [(Kshs. 50,000/-) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit")**.

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 7th day of May 2018

Signature ... 23612382 ...

Passport/I.D Number ... 8471584 ...

COY NO. 8071

Mobile Number ... 0777959440 ...

WITNESS

Signature

Name:

Address

E. ATHEGE
ADVOCATE & NOTARY PUBLIC
P. O. Box 24859-00100
NAIROBI

129

266

N^o 102

Deceased

DISCHARGE VOUCHER

I, **BOOKER AWIMBO OGUTU** holder of ID no. [**108 4954**] of P. O. Box [] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [] (Kshs. **50,000**) from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit")**.

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this **5** day of **APRIL** 2018.

Signature **BO**

Passport/I.D Number **108 4954**

COY NO. **2268**

Mobile Number **0704 504 779**

WITNESS

Signature

Name:

Address **130**

THEGE
ADVOCATE & NOTARY PUBLIC
P. O. Box 24650-00100
NAIROBI

267

Nº 103

DISCHARGE VOUCHER

I, **JECONIAH ORANGE OWUOR**, holder of ID no. [**1085609**] of P. O. Box [] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [] (Kshs. **50,000**) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit")**.

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this **5** day of **APRIL** 2018

Signature **JOR**

Passport/I.D Number **1085609**
COY NO. 3227

Mobile Number **0716677844**

WITNESS

Signature

Name:

Address **131**

THEGE
ADVOCATE & NOTARY PUBLIC
P.O. Box 24639-00100
NAIROBI

268

(NR 104)

DISCHARGE VOUCHER

I, BEATRICE M KILILLO, holder of ID no. [0154019] of P. O. Box [50 KWALE] do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings [(Kshs. 100,000/-)] from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgement in High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 12 day of 5 2018

Signature [Signature]

Passport/I.D Number 0154019

COY NO. 7762

Mobile Number 0722825284

0725 141 819

WITNESS

Signature

Name:

Address

THEGE
ADVOCATES
SOLICITORS
P. O. Box 24659 - 00100
NAIROBI

132

269

NE 105

DISCHARGE VOUCHER

I, **ASHFORD MSHIMBA AYUBU**

holder of ID No: **0157326** of P.O.

Box **1063** Wundanyi

HEREBY ACKNOWLEDGE RECEIPT of payment of the

sum of Kenya Shillings

KShs **100,000/-** from **Kenya Breweries Limited** (hereinafter "KBL") of P.O. Box

10000 Nairobi

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003 Lawrence Ndutu and others vs Kenya Breweries Limited ("the Suit")**.

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this **13TH** SUN. day of **MAY** 2015

Signature: 

Passport/ID Number **0157326**

Company No: **7945**

Mobile: **0766183429**

Signature: _____

WITNESSES

Signature: _____

ADVOCATE **ATHEGE**
& NOTARY PUBLIC
P.O. Box 24659 - 00100
NAIROBI

133

270

(117-106)

DISCHARGE VOUCHER

L. VICTOR MUTUANGU

(J.P.C.)

1085047

I HEREBY ACKNOWLEDGE RECEIPT of payment of KSh.

Shillings

100,000/-

from Kenya Breweries Limited (the Suit).

KSh.

(J.P.C.)

I HEREBY ACCEPT the aforesaid sum in full and final payment of all sums due to me under the judgment of High Court Civil Case No. 279 of 2003, Lawrence Ndetia and others vs Kenya Breweries Limited (the Suit).

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any other liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 13TH day of May 2004

Signature *Mutuangu*

Passport ID Number 1085047

Company No: 3111

0703316391

WITNESSES

SIGNATURE

134

THESE

FOR OATHS

5/1/04

P.O. Box 20059-00100

NAIROBI

271

DISCHARGE VOUCHER

1. NARISIS MWALEGHA NTOLA

1898064

63 mgANCE

THEORY AND KNOWLEDGE RELEVANCE

Rs. 100,000/-

© 2006 Kenya Breweries Limited. All rights reserved.

THEIR HON. JUSTICES: The appellants sought summary judgment of their application for summary judgment in High Court Civil Case No 279 of 2003, *Lawrence Ndiho and others v Kenya Breweries Limited* (the *8th*).

DATED: 30th Nov ~~April~~ April

Signature *nmfuta*

Passport ID Number: 1898064.

Coy No 7851

Motilo

Number: 072 825689

A/C 128 471 2052 - KCB

0728-2568

WITNESS

SIGNATURE _____

ADVOCATE FOR ORPHANS
P. O. Box 24658 - 00100
NAIROBI

Name: _____ 135

Address _____

272

Kenya - HC 0100101383504

NO 108

DISCHARGE VOUCHER

I, Wilson Njuki Maava, holder of ID no. [0316618] of P. O. Box [247-10304] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [Kshs. 100,000/-] from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit")**.

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 30th day of May 2018

Signature

Passport/I.D Number 0316618

COY NO. 5327

Mobile Number 0722 892496

WITNESS

Signature

Name:

Address

THEGE
ADVOCATE & NOTARY PUBLIC
P.O. Box 24059-00100
NAIROBI

136

273

Nº 109

DISCHARGE VOUCHER

I, CHARLES KIMANI KADUGUA, holder of ID no. [1277272] of P. O. Box [7 MARAGUA] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [(Kshs. 50,000)] from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit")**.

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 21st day of MAY 2018

Signature [Signature]

Passport/I.D Number 1277272

COY NO. 1266

Mobile Number 0706809865

% 0720561461 ✓

WITNESS

Signature

Name:

Address

ADV. TIEGE
P.O. Box 24539-00100
NAIROBI

137

274

102/110

DISCHARGE VOUCHER

I, GABRIEL MAINA WAIRE, holder of ID no. [6441957] of P. O. Box [0150-204] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings 100,000/- (Kshs. 100,000/-) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 30 day of April 2018

Signature ... G. Waire ...

Passport/ID Number 6441957
COY NO. 5119

Mobile Number 0729 992 895

WITNESS

Signature

Name:

Address

THEGE
ADVOCATE
& NOTARY PUBLIC
P. O. Box 24059-00100
NAIROBI

138

275

DISCHARGE VOUCHER

I, **PATRICK NDEGE MUGANE**, holder of ID no. [**1872780**] of P. O. Box [**251 Embu**] do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings [**(Kshs. 50,000/-)**] from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgement in High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this **27th** day of **April** 2018

Signature

[Signature]

Mobile

Number

0721824270
0706 904 551

Passport/I.D Number **1872780**.....

COY NO. **1694**.

SAMUEL KINYUA MUGANE

I.D - 13572196.

Cell - 0721824270.

WITNESS

Signature

Name:

Address

139

276

THEGE
FOR OATHS
ADV. S. M. (S. M. J. C.)
P.O. Box 24659 - 00100
NAIROBI

(No 112)

DISCHARGE VOUCHER

I, **WALLACE SHAKE**

Holder of ID No. **6701453**

Do hereby acknowledge the receipt of payment of

Shillings

Kenya **100,000/-**

from Kenya Breweries Limited (KBL) in full and final settlement of all claims and liabilities arising from my former employment with KBL and in the Suit.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all claims and liabilities arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or compensations (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or compensations (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and/or its parent company and its insurers.

DATED this 13TH day of MAY 2018

Signature

[Signature]

Passport ID Number **6701453**

Company No. **4433**

0706677105

142

THESE
ADVANCE
FOR OATHS
P. O. Box 24659
NATROBI

279

100-173

COOP BANK 401109421486600

DISCHARGE VOUCHER

I, BENJAMIN Muliwa MWANIA, holder of ID no. [3034471] of P. O. Box [41454-00100] do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings [50,000/-] from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgement in High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 30 day of April 2018

Signature ... BENJAMIN M. MWANIA ...

Passport/ID Number 3034471 ...

COY NO. 2816

Mobile Number 0722 595727 ...

WITNESS

Signature ...

Name: ...

Address ...

ADVOCATE
ATHEGE
FOR OATHS
& NOTARY PUBLIC
P. O. Box 24859 - 00100
NAIROBI

143

280

(N^o 114)

DISCHARGE VOUCHER

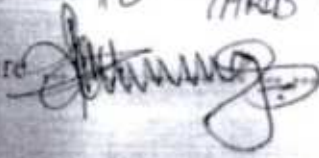
I, **ROBERT MGHENDI MWAMUKANGA**, holder of ID no. **1276239** of P. O. Box **113 MUKANGA** do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings **(Kshs. 100,000/-)** from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box **30161 (KILIM)**, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgement in High Court Civil Case No 279 of 2003- Lawrence Ndutu and others vs Kenya Breweries Limited ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this **10TH THURS** day of **MAY** 2018

Signature 

Passport/LD Number **1276239**

Company No:- **3998**

Mobile **0723597327**

WITNESS
Signature

THEGE
ADVOCATE
PUBLIC
P.O. Box 24859-00100
NAIROBI

144

281

Nº 115

DISCHARGE VOUCHER

I, RAU ISUMA
RAU ISUMA

, holder of ID no. 2144883 of P. O.

Box

I do HEREBY ACKNOWLEDGE RECEIPT of payment of the

sum of Kenya Shillings

(Kshs. 100,000/-) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box
3016 (-00100), Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me
under the judgement in High Court Civil Case No 279 of 2003- Lawrence Nduttu and
others vs Kenya Breweries Limited ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other
person as my successor in title hereby release and discharge KBL, all its affiliated entities,
directors, officers, employees, agents, successors or assigns from all claims or any further
liability to me arising from my former employment with KBL and in the Suit. I hereby waive
my right to make any future claims for any amounts, expenses, losses, liabilities, rights,
benefits or entitlements (whether known or unknown) that may be due to me from KBL or
any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and
or its parent company and its insurers.

DATED this 13TH SUN day of MAY 2018

Signature Isma

Passport/I.D Number 2144883

COMPANY No. 7738

Mobile 0721802451

WITNESS

Signature

145

THEGE
ADVOCATES
P.O. Box 24669-00100
NAIROBI

282

DISCHARGE VOUCHER

THEORY AND PRACTICE OF THE

Net 100.000

© 2005 The Authors
Journal compilation © 2005 Blackwell Publishing Ltd, *Journal of Internal Medicine* 258: 105–114

Co7 No 1591

Signature: 

Page 6 of 10
Page No. 2200156

Mobile

Number 0723 804629

WITNESS

Signature _____

Name: _____

A41458

146

ADVANCE
P.O. Box 2159, 00100
NAIROBI

213

N-117

COOP. BANK
BARCLAYS BANK
2038754125

DISCHARGE VOUCHER

I, ABRAHAM MECHERO DRINGA, holder of ID no. [0309011] of P. O. Box [257, 40200] do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings [50,000] from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit")**.

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 30th day of April 2018

Signature [Signature]

Passport/I.D Number 0309011

COY NO. 3490

Mobile Number 0721602029

WITNESS

Signature

Name:

Address

147

284

ADVOCATE
P.O. Box 26659-00100
Nairobi
THEGE
PER OATHS

N=118

DISCHARGE VOUCHER

I, ZACKARIA WAMBURU NDUTTU, holder of ID no. [1085035] of P. O. Box [75311 NAIROBI] do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings [(Kshs. 50,000) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgement in High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 27TH day of April 2018

Signature ... [Signature] ...

Passport/I.D Number ... 1085035 ...
COY NO. 2380

Mobile Number ... 0723446587 ...

WITNESS

Signature ...

Name: ...

Address ...

THREE
ADULTS
P.O. Box 24559-00100
NAIROBI

148

285

Nº 119

DISCHARGE VOUCHER

I, PATRICK KAMAU KAGOTHA, holder of ID no. [1276190] of P. O. Box [265-00618] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings ONE HUNDRED THOUSAND ONLY [(Kshs. 100,000/-)] from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited** ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 27TH day of APRIL 2018

Signature ... [Signature] ...

Passport/I.D Number ... 1276190 ...

COY NO. 5829

Mobile Number ... 0722 670114 ...

WITNESS

Signature

Name:

Address

149

THE
ADVOCATE
P. O. Box 24559 - 00100
NAIROBI

286

NU

(120)

DISCHARGE VOUCHER

I, JERUSHH IRENI SUERO, holder of ID no. 1590031 of P.O. Box [] do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings [] (Kshs. 100,000/-) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgement in High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit")

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 13TH Sunday of MAY 2018

Signature [Signature]

Passport/I.D Number 1590031

Company No. 5954

Mobile Number 0712669398

WITNESS

Signature []

Name: []

Address []

150

ADVISED

THESE

FOR OATHS

5 NOTARY PUBLIC

P. O. Box 24559-00100

NAIROBI

287

W⁰-1211

0116478285500

DISCHARGE VOUCHER

I, DAVID M. WACHU, holder of ID no. [0237849] of P. O. Box [138] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [KSH. 50,000/-] from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit")**.

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 30th day of April 2018

Signature ... [Signature] ...

Passport/I.D Number 10237849
COY NO. 597

Mobile Number 0724316596

WITNESS

Signature

Name:

Address

THE GE
FOR OATHS
P. O. Box 24659 - 00100
NAIROBI

151

288

Nº 122

DISCHARGE VOUCHER

C/o Paul IVUSU

I, GRACE MUNINI Nduvutu, holder of ID no. [0703370] of P. O. Box [19174-00100] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [(Kshs. 50,000/-) from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited** ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 27th day of April 2018

Signature ... *Grace Munini Nduvutu* ...

Passport/ID Number 0703370
COY NO. 3264

Mobile Number 0727237949

WITNESS

Signature ... *Lawrence K. Nduttu* ...

Name: Lawrence K. Nduttu

Address Box 19174-00100

152

289

ADUC
THREE
FOATHS
P. O. Box 20000
NAIROBI

No 123

DISCHARGE VOUCHER

I, LANCE KARANJA WAMBUGU, holder of ID no. [1055808] of P. O. Box [362-10206] do HEREBY ACKNOWLEDGE RECEIPT of payment of the sum of Kenya Shillings ONE HUNDRED THOUSAND ONLY [(Kshs. 100,000/-)] from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I HEREBY ACCEPT the aforesaid sum in full and final settlement of all sums due to me under the judgement in High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this day of 2018

Signature [Signature]

Passport/I.D Number 0316142

COY NO. 5489

Mobile Number 0721529715

WITNESS

Signature

Name:

Address

154

291

ADVCE
P.O. Box 2059-00100
NAIROBI
THEGE
BROATHS

N^o 124

Equity 14243493716

DISCHARGE VOUCHER

I, DAVID MUSYOKI KITISO, holder of ID no. [0743062] of P. O. Box [155] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [NUNGUINI] (Kshs. 501000/-) from Kenya Breweries Limited (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this 30 day of April 2018

Signature ... [Signature] ...

Passport/ID Number 0743062

COY NO. 3543

Mobile Number 0712 988561

WITNESS

Signature

Name:

Address

ADVOCATE
THEGE
FOR OATHS
P. O. Box 24050-00100
NAIROBI

155

292

N^o-125

Deceased

DISCHARGE VOUCHER

I, JOHN KURIA NGUMI, holder of ID no. [8652315] of P. O. Box [] do **HEREBY ACKNOWLEDGE RECEIPT** of payment of the sum of Kenya Shillings [(Kshs. 50,000/-)] from **Kenya Breweries Limited** (hereinafter "KBL") of P. O. Box 30161-00100, Nairobi.

I **HEREBY ACCEPT** the aforesaid sum in full and final settlement of all sums due to me under the judgement in **High Court Civil Case No 279 of 2003- Lawrence Nduttu and others vs Kenya Breweries Limited** ("the Suit").

IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever.

I further shall not make any demand of any nature whatsoever against KBL, its insurers and or its parent company and its insurers.

DATED this Fr day of 27/04 2018

Signature ... [Signature] ...

Passport/I.D Number ... 8652315
COY NO. 1410

Mobile Number ... 0727430834

WITNESS

Signature ...

Name: ...

Address ...

APPL
P.O. Box 21050 - 00100
NAIROBI

156

293

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 provided
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	

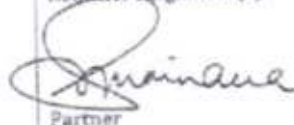
Details of Payment: **Payment of the decretal sum**

Charges to be paid by: **Remitter/Shared/Beneficiary*** (delete the inapplicable choices)

Terms and Conditions

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 regulations or any other matters regarding the transfer over which the bank has no control.

Remitter's Signature(s)


Partner


Partner

Signature(s) verified



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

Annexure:- '3'

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001

Pay MUIGURI M. KARUGU

KSh 67 769.00 =

Kenya Shillings SIXTY SEVEN THOUSAND SEVEN
HUNDRED SIXTY NINE

QUEENSWAY

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

24/03/21

Cheque Number

Bank Code

Account Number

Absa Bank Kenya PLC

Authorised Signature(s)

⑈ 12695610300131140019001520 ⑈

For George Njoroge Njogu
10567956
24/03/2022

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24/03/2022

03-001

Pay GEORGE NJORGE NJUGU KSh

67,769.00 =

Absa Bank Kenya PLC

Authorised Signature(s)

Kenya Shillings SIXTY SEVEN THOUSAND SEVEN

HUNDRED SIXTY NINE Only

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

24/03/21

Cheque Number

Bank Code

Account Number

⑈ 12694510300131140019001520 ⑈

George Njorge Njugu
24/03/2022
10567956

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001

Pay ANDREW KAMAU GRIETE KSh

135,539.00 =

Absa Bank Kenya PLC

Authorised Signature(s)

Kenya Shillings ONE HUNDRED THIRTY FIVE
THOUSAND FIVE HUNDRED THIRTY NINE Only
QUEENSWAY

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

⑈ 2692310300 31 14 00 900 520 ⑈

For George Nyong'o Nyiro
1057556
24/03/2022 *George*

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001

Pay ROBERT M. NJURU KSh

67,769.00

Absa Bank Kenya PLC

Authorised Signature(s)

Kenya Shillings SIXTY SEVEN THOUSAND

SEVEN HUNDRED SIXTY NINE Only

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/-
2405/21 Cheque Number Bank Code Account Number

⑈ 1 269 251 0300 131 14 00 1900 1520 ⑈

George Nyong'o Njiru
10567958
24/03/2022

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001

Pay JULIUS GIKONYO KAMAU KSh

67,769.00 =

Absa Bank Kenya PLC

Authorised Signature(s)

Kenya Shillings SIXTY SEVEN THOUSAND

SEVEN HUNDRED SIXTY NINE Only

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

2405/21

Cheque Number

Bank Code

Account Number

⑈ 12695410300131140019001520 ⑈

George Nyong'o Njiru
10567956
24/03/2022 *[Signature]*

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001

Pay JAMES SAIYALEL SUIYANGA

KSh

67,769.00 =

Absa Bank Kenya PLC

Authorised Signature(s)

Kenya Shillings SIXTY SEVEN THOUSAND SEVEN
HUNDRED SIXTY NINE

Only

QUEENSWAY

0012001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

240521

Cheque Number

Bank Code

Account Number

⑈ 126946103001311400019001520 ⑈

James Saiyalel Suiyanga

1/1/1

24/3/2022

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001

Pay HAMISI MOHAMED KIDANGA

KSh 67,769.00

Kenya Shillings SIXTY SEVEN THOUSAND SEVEN
HUNDRED SIXTY NINE

QUEENSWAY

10019004520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

Cheque Number

Bank Code

Account Number

Authorised Signature(s)

⑈ 1 26 96 71 0 300 1 31 1 4 00 1 900 1 5 20 ⑈

HAMISI MOHAMED KIDANGA

[Signature] 24/3/22

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001

Pay JUMA MOHAMED KIDANGA KSh

135,539.00

Absa Bank Kenya PLC

[Signature]
Authorized Signature(s)

Kenya Shillings ONE HUNDRED THIRTY FIVE

THOUSAND FIVE HUNDRED THIRTY NINE Only

QUEENSWAY

0019881520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

24/05/21

Cheque Number

Bank Code

Account Number

⑈ 1 26 96 31 0 300 1 31 1 4 00 1 900 1 5 20 ⑈

JUMA MOHAMED KIDANGA

[Signature] 24/3/2022

165

302

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001

Pay EDWARD MBUGUA GITAU

KSh 67,769.00=

Absa Bank Kenya PLC

Authorised Signature(s)

Kenya Shillings SIXTY SEVEN THOUSAND
SEVEN HUNDRED SIXTY NINE Only
QUEENSWAY

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

2405/21

Cheque Number

Bank Code

Account Number

⑈ 12695210300131110019001520 ⑈

Edward Mbugua Gitau
Shiba 24/3/2022

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001

Pay NZIOKI NDUNDA

KSh

67,769.00 =

Kenya Shillings SIXTY SEVEN THOUSAND

SEVEN HUNDRED SIXTY NINE Only

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

24/03/21

Cheque Number

Bank Code

Account Number

Authorised Signature(s)

⑈ 12692410300131140019001520 ⑈

BONIFACE KIO NZIOKI

ID No 24149522

BKIO

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001

Pay GEORGE WAWERU MWANGI

KSh 135,539.00=

Absa Bank Kenya PLC

1412

Authorised Signature(s)

Kenya Shillings ONE HUNDRED THIRTY FIVE

THOUSAND FIVE HUNDRED THIRTY NINE Only

QUEENSWAY

00012001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

2405/21

Cheque Number

Bank Code

Account Number

⑈ 2696 210300 131 14 00 1900 1520 ⑈

GEORGE WAWERU MWANGI 24.3.2022

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001

Pay CHRISTINE NDUKU

KSh

135,539.00 =

Kenya Shillings ONE HUNDRED THIRTY FIVE

THOUSAND FIVE HUNDRED THIRTY NINE Only

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

Cheque Number

Bank Code

Account Number

Absa Bank Kenya PLC

Authorised Signature(s)

⑈ 2696 110300 131 1400 1900 1520 ⑈

CHRISTINE NDUKU

24th March 2022

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001

Pay MOSES OTIENO NBOLO

KSh 67,769.00 =

Kenya Shillings SIXTY SEVEN THOUSAND SEVEN
HUNDRED SIXTY NINE Only

Absa Bank Kenya PLC

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

Cheque Number

Bank Code

Account Number

Authorised Signature(s)

⑈ 2695910300131140019001520 ⑈

Mary Otieno

Mary 24/3/2022

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001

Pay JUSTUS KAKUSU MATHIKA

KSh 67,769.00 =

Kenya Shillings SIXTY SEVEN THOUSAND, SEVEN

HUNDRED SIXTY NINE

Only

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

24/05/21

Cheque Number

Bank Code

Account Number

Absa Bank Kenya PLC

Authorised Signature(s)

⑈ 1 269581 0300 131 14 00 1900 1520 ⑈

JUSTUS KAKUSU MATHIKA

24/3/2022

Justus Mathika

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022.

03-001

Pay STANLEY G. KENGARA.

Ksh

135,539

Absa Bank Kenya PLC

UHR

Authorised Signature(s)

Kenya Shillings ONE HUNDRED THIRTY FIVE

THOUSAND FIVE HUNDRED THIRTY NINE Only

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

240521

Cheque Number

Bank Code

Account Number

⑈ 12696510300131140019001520 ⑈

Stanley George Kengara
Stanley.
24/03/2022

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-UU1

Pay CHARLES MWANGI GAKOMO KSh

67,769.00

Absa Bank Kenya PLC

Authorised Signature(s)

Kenya Shillings SIXTY SEVEN THOUSAND SEVEN
HUNDRED SIXTY NINE Only
QUEENSWAY

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

2405/21

Cheque Number

Bank Code

Account Number

⑈ 2694810300131140019001520 ⑈

Charles Mwangi Gakomo
24/3/22

173

310

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001

Pay ADROTHY MIBEKE SHENYE

KSh 67,769.00 =

Kenya Shillings SIXTY SEVEN THOUSAND, SEVEN

HUNDRED SIXTY NINE

Only

QUEENSWAY

0012001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

24/0521

Cheque Number

Bank Code

Account Number

Absa Bank Kenya PLC

Authorised Signature(s)

⑈ 26964103001312400019001520 ⑈

Adrothy M. Shenye 24th March 2022
Shenye

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001

Pay PHILIP KINYANJUI GITHI KSh

67,769.00=

Absa Bank Kenya PLC

Authorised Signature(s)

Kenya Shillings SIXTY SEVEN THOUSAND SEVEN
HUNDRED SIXTY NINE Only
QUEENSWAY

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

Cheque Number

Bank Code

Account Number

⑈ 1 2694 71:0300 131:14,00 1900 15 20 ⑈

Philip Kinyanjui Githi

24/3/2022

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001

Pay DANIEL MUINDUKO MWAATHE KSh

67,769.00 =

Kenya Shillings SIXTY SEVEN THOUSAND SEVEN
HUNDRED SIXTY NINE Only
QUEENSWAY 0019001520

Absa Bank Kenya PLC

Authorised Signature(s)

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

24/05/21

Cheque Number

Bank Code

Account Number

⑈ 2694910300131140019001520 ⑈

Julius Njithi Muliwa: on behalf of
I/O No. 3363367 of Daniel Muinduko
Mwaathe

176

313

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001

Pay ZACKARIA STANLEY DAMBUGH Ksh

67,769.00 =

Kenya Shillings SIXTY SEVEN THOUSAND SEVEN
HUNDRED SIXTY NINE Only
QUEENSWAY

Absa Bank Kenya PLC

[Signature]

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

Authorised Signature(s)

⑈ 1 2697010300131140019001520 ⑈

Zackaria Wambugh Dambugh
24/3/2022

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001

Pay SIMON MAINA GATHERU

KSh 67,769.00 =

Kenya Shillings SIXTY SEVEN THOUSAND

SEVEN HUNDRED SIXTY NINE Only
QUEENSWAY

Absa Bank Kenya PLC

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

Authorised Signature(s)

⑈ 2695310300131240019001520 ⑈

SIMON MAINA GATHERU

24-3-2022

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001

Pay BONIFACE MUTUKU NDAKA KSh

135,539.00 =

Kenya Shillings ONE HUNDRED THIRTY FIVE
THOUSAND FIVE HUNDRED THIRTY NINE Only
QUEENSWAY 0019001520

Absa Bank Kenya PLC

1/4/8

Authorised Signature(s)

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

2405/21

Cheque Number

Bank Code

Account Number

⑈ 26966103001312140019001520 ⑈

Boniface Mutuku NDAKA

24/3/2022

B. Mutuku

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001

Pay FATUMA GATI CHACHA

KSh 67,769.00

Kenya Shillings SIXTY SEVEN THOUSAND SEVEN
HUNDRED SIXTY NINE Only

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

24/05/21

Cheque Number

Bank Code

Account Number

Absa Bank Kenya PLC

Authorised Signature(s)

⑈ 26760103001312400019001520 ⑈

FATUMA GATI CHACHA
24/3/2022 Bati

180

317

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001

Pay JACOB AGALE OWAK KSh

125,539.00 =

Kenya Shillings ONE HUNDRED THIRTY FIVE
THOUSAND FIVE HUNDRED THIRTY NINE Only
QUEENSWAY 0019001520

Absa Bank Kenya PLC

Authorised Signature(s)

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

⑈ 2695710300131140019001520 ⑈

JACOB AGALE OWAK

24/3/22/03/2022 1/D-Nº 6480219

181

318

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001

Pay KIMANI NGERE WATTIYU

Ksh 135,589.00=

Kenya Shillings ONE HUNDRED THIRTY FIVE

THOUSAND FIVE HUNDRED THIRTY NINE Only

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

240521

Cheque Number

Bank Code

Account Number

Absa Bank Kenya PLC

[Signature]

Authorised Signature(s)

⑈ 1 2 7 0 0 2 1 0 3 0 0 1 3 1 1 4 0 0 1 9 0 0 1 5 2 0 ⑈

Collected by George Ngeri 12/04/2022 1.010567956
on behalf of Kimani Ngeri. *[Signature]*
0732 086 755
0721 233 651

KIMANI NGERE				
COMPANY NO 7759				
BASIC SALARY	25,605.34			
TOTAL PACKAGE	29,232.34			
CAR ALLOWANCE				
TOTAL PACKAGE Less Car Allowance	29,232.34			
NO OF YEARS WORKED	24			
LEAVE DAYS O/S	9			
COMPENSATION FOR LOSS OF OFFICE (75%)	480,898.12			
COMPENSATION FOR LOSS OF OFFICE (100%)	701,578.18			
PAY IN LIEU OF LEAVE				
LEAVE TRAVELLING ALLOWANCE + pay in lieu	11,809.59			
PAY IN LIEU OF NOTICE	118,928.38			
GROSS DUES	1,291,011.23			
TAX (SEE SCHEDULE NO.1 BELOW)	158,115			
DEDUCTIONS (SEE SCHEDULE NO.2 BELOW)	18,156.00			
NET PAYABLE	1,114,740.17			
SCHEDULE NO.1		1998	1999	2000
CURRENT ANNUAL PAY	29,232.34	17539.404	17530.4	17539.4
TAXABLE PAY	1,291,011.23			
TAXATION IN 1998				
INCOME(KE)	17539.4			
TOTAL TAX(kshs.)	80,825	2.00	4,512	9,024
RELIEF(kshs.)	7,920.00	3.00	4,512	13,536
		4.00	4,512	18,048
FINAL TAX(kshs)	52,705	5.00	4,512	20,017
		6.00	4,512	0
		6.50	0	0
			22,560	80,825
TAXATION IN 1999				
INCOME(KE)	17539			
TOTAL TAX(kshs.)	80,825	2.00	4,512	9,024
RELIEF(kshs.)	7,920.00	3.00	4,512	13,536
		4.00	4,512	18,048
FINAL TAX(kshs)	52,705	5.00	4,512	20,017
		6.00	4,512	0
		6.50	0	0
			22,560	80,825
TAXATION IN 2000				
INCOME(KE)	17539			
TOTAL TAX(kshs.)	80,825	2.00	4,512	9,024
RELIEF(kshs.)	7,920.00	3.00	4,512	13,536
		4.00	4,512	18,048
FINAL TAX(kshs)	52,705	5.00	4,512	20,017
		6.00	4,512	0
		6.50	4,512	0
TOTAL TAX DEDUCTABLE	158,115		27,072	80,825
DEDUCTIONS-SCHEDULE NO.2				
DEBTORS A/C				
TEMBO				
STAFF LOAN				
CAR LOAN				
OTHERS (details attached)				
TOTAL DEDUCTIONS	18156			

KENYA BREWERIES LIMITED

MOMBASA

Ref. AD/25

CASH BOOK VOUCHER

CHEQUE No. <u>002468</u>

Date: 11/1 19 98

Please draw a cheque in favour of Kimani Ngere
for the sum of Shs. 914,740.25 being in payment of 1/200 paid to
Caf 7759 as per attached

Received cheque as shown hereon	
Signature of Recipient	Date

Shs. 914,740.25 Amount in words Nine hundred fourteen thousand seven hundred forty cents Twenty five only.

Title of Account	Account Code	SHS.	CTS.
Notice		116,929	36
Leave entitlement		116,09	59
75%		460,896	12
100%		701,576	16
Lon Tax		(158,115 =) CR	
X Medical		(18,156 =) CR	
Retained		(200,000 =) CR	
		= 02 32	

Prepared by:

hh

Checked by:

[Signature]
11/1/98

Cheque drawn by:

184

Authorised by:

[Signature]

321

[Signature]

J. HARRISON KINYANJUI
& CO. ADVOCATES

J. Harrison Kinyanjui
LLB (NCT) Dip. in Law (KSL)

ST. ELLIS HOUSE
FORMERLY MITCHELL COTTES HOUSE
4TH FLOOR, SUITE 416
WABERA STREET
P.O. BOX 10024 GPO, NAIROBI
CELL: 0734-733 658
TEL: 777-733659
FAX: 254-2-342071
email: greatharrison@yahoo.com

Our Ref: JHK/DM/3005/2012
JANUARY 16TH, 2024

Your Ref: NOT YET ADVISED

Date: /
ABSA BANK KENYA PLC LTD
QUEENSWAY HOUSE BRANCH
MAMA NGINA STREET
NAIROBI



Dear Sir/Madam,

**RE: CHANGE OF BENEFICIARIES' DETAILS IN ABSA BANKER'S
CHEQUE NO. 126944 FOR KSH. 67,769.00 DRAWN IN THE NAME OF
GORDON OTOLO NGOLO (A BENEFICIARY IN THE
SETTLEMENT OF HCC. NO. 279 OF 2003 -
LAWRENCE NDUTTU & OTHERS vs. KENYA BREWERIES LIMITED)
TO MESAIDI HAMADI JUMA BEING THE LEGAL REPRESENTATIVE**

We refer to the above and advise at the time we obtained the cited Banker's Cheque in the sum of **Ksh. 67,769.00** (Kenya Shillings Sixty Seven Thousands Seven Hundred and Sixty Nine Only) from funds held in our Client's Account No. 2044308773 in your Queensway Branch arising from the settlement in the above case, the Banker's Cheque was drawn in the name of GORDON OTOLO NGOLO. We attach the original of the said Banker's Cheque for your records.

He is since deceased, and his son JOSHUA ODHIAMBO NGOLO (ID No.10008900) obtained a Grant of Representation in Siaya CM Succession Cause E190 of 2022 on 14th December 2023.

We enclose a copy of the Original Grant from the CM Court in Siaya for your records and confirmation. The Estate of the deceased delayed in securing the said Grant which was issued on 14th December 2023.

When Replying to this Mail Please cite our Reference

1

185

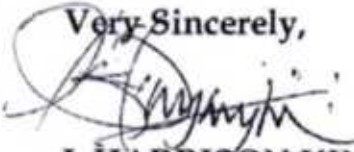
322

We noted that the said Banker's Cheque was drawn in the name of GORDON OTOLO NGOLO.

Accordingly we request that you re-issue the said Banker's Cheque in the name of JOSHUA ODHIAMBO NGOLO and any expenses arising will be borne by the said JOSHUA ODHIAMBO NGOLO.

Should any issue arise for clarification we shall be pleased to furnish you with the relevant information. Thank you.

Very Sincerely,



J. HARRISON KINYANJUI & CO. ADVOCATES

c.c. Client

Enclosure

(Grant of Representation in Siaya CM Succession Cause E190 of 2022 dated 14th December 2023 accompanying documents)

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001

Pay GORDON OTOLO NGOLO

KSh

67,769.00 =

[Kenya Shillings SIXTY SEVEN THOUSAND SEVEN

HUNDRED & SIXTY NINE

Only

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

Cheque Number

Bank Code

Account Number

Authorised Signature(s)

Absa Bank Kenya PLC

⑈ 12694410300131140019001520 ⑈

187

324



REPUBLIC OF KENYA
IN THE CHIEF MAGISTRATE'S COURT AT SIAYA
SUCCESSION CAUSE NO. E190 OF 2022

IN THE MATTER OF THE ESTATE OF: GORDON OTOLO NGOLO..... DECEASED

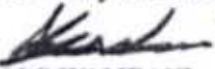
AND

IN THE MATTER OF AN APPLICATION BY: JOSHUA ODHIAMBO NGOLO.....PETITIONER

CERTIFICATE OF CONFIRMATION OF A GRANT


I **HEREBY** certify that the above written Grant of representation to the estate of the late **GORDON OTOLO NGOLO** issued to **JOSHUA ODHIAMBO NGOLO**, herein named has this, **14TH DECEMBER, 2023** been confirmed by the Court pursuant to the provisions of section 71(1) and (3) of the Law of Succession .

DATED at SIAYA this 14TH day of DECEMBER, 2023.


HON. M.O WAMBANI
CHIEF MAGISTRATE
SIAYA LAW COURTS.

SCHEDULE

<u>ASSET</u>	<u>BENEFICIARY</u>	<u>SHARE</u>
PENSION	JOSHUA ODHIAMBO NGOLO	WHOLE


HON. M.O WAMBANI
CHIEF MAGISTRATE
SIAYA LAW COURTS.

J. HARRISON KINYANJUI
& CO. ADVOCATES

J. Harrison Kinyanjui
LLB (NBO) Dip. In Law (KSL)

ST. ELLIS HOUSE
(FORMERLY MITCHELL COTT'S HOUSE)
4TH FLOOR, SUITE 416
WABERA STREET
P.O. BOX 10024 GPO NAIROBI
CELL: 0734-733659
TEL: 777-733659
FAX: 254-2-342071
email: greatharrison@yahoo.com

Our Ref: JHK/DM/3005/2012
JANUARY 16TH, 2024

Your Ref: NOT YET ADVISED

Date:
ABSA BANK KENYA PLC LTD
QUEENSWAY HOUSE BRANCH
MAMA NGINA STREET
NAIROBI



Dear Sir/Madam,

**RE: CHANGE OF BENEFICIARIES' DETAILS IN ABSA BANKER'S
CHEQUE NO. 126997 DRAWN IN THE NAME OF JOSEPHINE
CHEZEZ NDOSHO (A BENEFICIARY IN THE
SETTLEMENT OF HCC. NO. 279 OF 2003 -
LAWRENCE NDUTTU & OTHERS vs. KENYA BREWERIES LIMITED)
TO MESAIIDI HAMADI JUMA BEING THE LEGAL REPRESENTATIVE**

We refer to the above and advise at the time we obtained the cited Banker's Cheque in the sum of Ksh. 135,539.00 (Kenya Shillings One Hundred and Thirty Five Thousands Five Hundred and Thirty Nine Shillings) from funds held in our Client's Account No. 2044308773 in your Queensway Branch arising from the settlement in the above case, the Banker's Cheque was drawn in the name of JOSEPHINE CHEZEZ NDOSHO. We attach the original of the said Banker's Cheque for your records.

She is since deceased, and her daughter NELLY CHEPCHUMBA NDOSHO (ID No. 22422317) obtained a Grant of Representation vide Mariakani Kadhi's Court Succession Cause E008 of 2023 on 15th December 2023.

We enclose a copy of the Original Grant from the Kadhi's Court in Mariakani for your records and confirmation. The Estate of the deceased delayed in securing the said Grant which was issued on 15th December 2023.

When Replying to this Mail Please cite our Reference

190

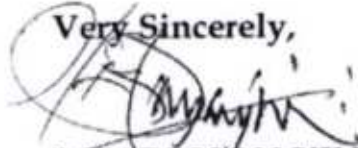
327

We noted that the said Banker's Cheque was drawn in the name of JOSEPHINE CHEZEZ NDOSHO. The said daughter of the deceased has since furnished us with the subject Grant confirming that the middle name of the deceased was misspelt and it ought to be JOSEPHINE CHELEL NDOSHO.

Accordingly we request that you re-issue the said Banker's Cheque in the name of **NELLY CHEPCHUMBA NDOSHO** and any expenses arising will be borne by the said NELLY CHEPCHUMBA NDOSHO.

Should any issue arise for clarification we shall be pleased to furnish you with the relevant information. Thank you.

Very Sincerely,



J. HARRISON KINYANJUI & CO. ADVOCATES

c.c. Client

Enclosure

(Grant of Representation vide Mariakani Kadhi's Court Succession Cause E008 of 2023 on 15th December 2023 and accompanying documents)

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001

Pay JOSEPHINE CHEREZ NDOH

Ksh

135,539.00 =

Kenya Shillings ONE HUNDRED THIRTY FIVE

THOUSAND FIVE HUNDRED THIRTY NINE Only

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

240521

Cheque Number

Bank Code

Account Number

Absa Bank Kenya PLC

Authorised Signature(s)

⑈ 2699710300 131 14 00 1900 1520 ⑈

REPUBLIC OF KENYA
IN THE KADHI'S COURT
AT MARIAKANI
SUCCESSION CAUSE NO. E008 OF 2023

IN THE MATTER OF THE ESTATE OF: JOSEPHINE CHELEL NDOSHO.....(DECEASED)
AND
NELLY CHEPCHUMBA NDOSHO.....PETITIONER
VERSUS
N/A.....RESPONDENT

IN CHAMBERS BEFORE HON. SALIM J. MWAITO (PK) ON 15TH DECEMBER, 2023

ORDER

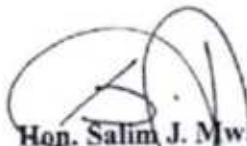
THIS MATTER coming for judgment on 15th December, 2023:-

IT IS HEREBY ORDERED:-

1. THAT the benefits of the late Josephine Chelel Ndosho of employment Number: 441 at EABL constitutes her estate.
2. THAT the deceased Josephine Chelel Ndosho was survived by:
(1) Nelly Chepchumba Ndosho I/D No. 22422317 – Daughter.
3. THAT the Managing Director EABL to submit all benefits of the deceased in order 1 to her rightfully heir as indicated in order 2.
4. THAT it is so ordered.

GIVEN under my hand and seal of the Court at Mariakani on this 15th day of DECEMBER, 2023.




Hon. Salim J. Mwaito
Principal Kadhi
MARIAKANI LAW COURTS

Hon. Salim J. Mwaito
PRINCIPAL KADHI

ISSUED at Mariakani this day of 2023

PENAL NOTICE

Any person served with this Order and who contravenes the same shall be in contempt of court and shall be liable to be prosecuted for such contempt and be imprisoned for a period of upto (6) months".

JAMHURIYA KENYA  **REPUBLIC OF KENYA**

IDENTIFICATION NUMBER: 247055252  22422317

FULL NAME: **NELLY CHEPCHUMBA NDOSHO**

DATE OF BIRTH: **08.11.1979**

SEX: **FEMALE**

DATE OF ISSUE: **10.05.2018**

PLACE OF ISSUE: **MBANAMPITI - NGA**

DATE OF EXPIRY: **10.05.2018**

HOLDERS SIGN: 




IDENTITY CARD
KINANGO
SANDU
PROVIDED
KALALAT



10277010071

IDKYA2470552524<<0232<<<<<0342
7811089F1805109<B0224223171<<1
NELLY<CHEPCHUMBA<NDOSHO<<<<<<<

Date : 2024-01-17 10:39:33

Transaction No. : 31

TRANSFER

From Account: 2044308773

Name : J HARRISON KINYANJUI AND COMP

To Account: 2050175815

Name: NELLY CHEPCHUMBA NDOSHO

Narrative: Funds Transfer

User Narrative : B/C 126997



Amount KES 135,539.00

195

332

Transaction No. 31

TRANSFER

From Account: 2044308773

To Account: 2050175815

Narrative: Funds Transfer

User Narrative: B/C 126997

Name: J HARRISON KINYANJUI AND COMP

Name: NELLY CHEPCHUMBA NDOSHO



Amount KES 135,539.00

I Nelly chepchumba,
of ID 22422317 ~~and~~ acknowledge receipt
of cheque on 17/1/2024.
C/O Yllen.

196

333

Date : 2024-01-17 10:32:04

Transaction No: 29

BANKERS CHEQUE ISSUE

Beneficiary Name: JOSHUA ODHIAMBO NGOLO

Serial No.: 009412045597

Draft Curr: KES

Amount : 67,769.00

Account No.: 2044308773

Name : J HARRISON KINYANJUI AND COMP



Commission : 0.00

Total Amount : 67,769.00

BANKERS CHEQUE



Absa Bank Kenya PLC
Head Office



Date 17/01/2024

03-001

Pay JOSHUA ODHIAMBO NGOLO

KSh 67,769/=

Kenya Shillings SIXTY SEVEN THOUSAND SEVEN

HUNDRED SIXTY NINE Only

Queensway

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

01/07/2022

Cheque Number

Bank Code

Account Number

Authorised Signature(s)

⑈ 1 28 7 2 2 0 3 0 0 1 3 1 1 4 0 0 1 9 0 0 1 5 2 0 ⑈

JOSHUA ODHIAMBO NGOLO

10008900

0720869802 - Joshua

17/01/2024

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001



Pay LEONARD DUME MBOGA

Ksh

135,539.00 =

[Kenya Shillings ONE HUNDRED THIRTY FIVE THOUSAND

FIVE HUNDRED THIRTY NINE

Only

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

24/05/21

Cheque Number

Bank Code

Account Number

Absa Bank Kenya PLC

[Signature]

[Signature]

Authorised Signature(s)

⑈ 1 269951 0300 131 14 00 1900 15 20 ⑈

Cheque collected by Leonard Dume Mboya

ID NO 0115851930

ID NO 0671519.

24/06/2022.

[Signature]

BANKERS CHEQUE

Absa Bank Kenya PLC
HEAD OFFICE NAIROBI

Date: 24/03/2022

03-001

Pay JOHN MUCHEMI JKINYA Ksh 135,539.00

Kenya Shillings ONE HUNDRED THIRTY FIVE THOUSAND
FIVE HUNDRED THIRTY NINE Only

QUEENSWAY

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

24/05/21

Cheque Number

Bank Code

Account Number

0019001529

Absa Bank Kenya PLC

Authorised Signature(s)

⑈ 1 2698510300131110019001520 ⑈

check collected by,
JANE NYAWIRA MUCHEMI
ID. 1909937.
Tel. 0721973976
Date -5-7-2022
A Muchemi.

201

338

JAMHURI YA KENYA **REPUBLIC OF KENYA**

BIRTH NUMBER: 2464307190 **1909937**

FULL NAME: **JANE NYAWIRA MUCHEMI**

DATE OF BIRTH: **01.01.1994**

SEX: **FEMALE**

DATE OF ISSUE: **02.08.2017**

PLACE OF ISSUE: **NYERI CENTRAL**

NGONG

DATE OF VALIDITY: **02.08.2017**

PERSONAL SIGN





DISTRICT: **NYANDARI EAST**

UPWARD: **NYANDARI**

LOCATION: **NYANDARI**

PUBLIC OFFICE: **KAGATI**

PERSONAL SIGN

T0261723550

IDKYA2464307190<<1964<<<<<3431

5401015F1708026<B001909937Q<<4

JANE<NYAWIRA<MUCHEMI<<<<<<<<<<



REPUBLIC OF KENYA

CHIEF MAGISTRATE'S

IN THE COURT IN KENYA
KAJIADOAT
E 125 2021SUCCESSION CAUSE NO. C.M. OF
JOHN MUCHEMI IKINYA Alias JOHN IKINYA Alias JOHN BAPTISTA MUCHEMI IKINYA Alias JOHN
B MUCHEMI IKINYAIn the matter of the Estate of Deceased
12TH OCTOBER, 2021BE IT KNOWN that on the Letters of
JOHN MUCHEMI IKINYA Alias JOHN IKINYA Alias JOHN BAPTISTA MUCHEMI IKINYA
Administration intestate of all the estate of
Alias JOHN B MUCHEMI IKINYA(Also known as
P.O BOX 720-01100, KAJIADODeceased late of Box who died
KENYA 25/8/2019Domiciled in on the
NGONG

at which by law devolves to and vests in his/her per personal

1. JANE NYAWIRA MUCHEMI
2. ALEX DENIS IKINYA MUCHEMI
3. RACHEL WANJIKU MUCHEMI

Representative were granted by this Court to
P.O BOX 720-01100, KAJIADO

of (and

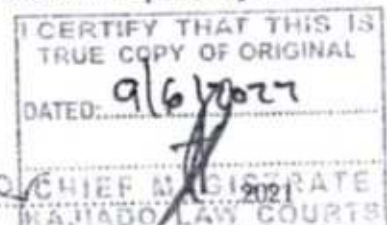
of He/they having undertaken faithfully to administer such
estate according to law and to render a just and true account thereof whenever required by law so to
do.

ISSUED by the Chief Magistrate's Court through the registry

At KAJIADO this 1st day of November 2021

203
MAGISTRATE
KAJIADO LAW COURT

340



BANKERS CHEQUE



Absa Bank Kenya PLC
Head Office



Date 05-Jul-2022
00941204420

03-001

Pay JANE NYAWIRA MUCHEMI

KSh = 135,539.00

Kenya Shillings ONE HUNDRED THIRTY FIVE THOUSAND

FIVE HUNDRED THIRTY NINE Only

Queensway

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

Cheque Number

Bank Code

Account Number

Absa Bank Kenya PLC

127394:030013:1400190015201

17th June 2022

J. Harrison Kinyanjui
4th Floor, St. Ellis House, Wabera St.,
Nairobi

To whom it may concern,

Confirmation of the KBL cheque to be issued to Jane Nyawira Muchemi.

In our capacity as Rachel Wanjiku Muchemi ID 20004093 and Alex Denise Ikinya Muchemi ID 22734485, we confirm that the KBL compensation cheque should be drawn on Jane Nyawira Muchemi.

If you require any further clarification or confirmation, please do not hesitate to contact the undersigned.

Best regards
Rachel Muchemi



+254 713672754

Signature:-

Alex Muchemi

+254 771 163 780

Signature:-

205

342

Abisa Bank Kenya PLC
HEAD OFFICE NAIROBI

Date: 24.03.2022

03-001

Pay: JERUSA NYABOKE

KSh 135,539.00 =

Kenya Shillings ONE HUNDRED THIRTY FIVE THOUSAND FIVE HUNDRED THIRTY NINE Only

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

24/05/21

Cheque Number

Bank Code

Account Number

Abisa Bank Kenya PLC

Authorised Signature(s)

⑈ 12693310300131140019001520 ⑈

JERUSA N MUNETE

-1872652

0725538983

Chelata

13/4/2022

207

344


I THOMAS MACHARIA KANYI 21921661 0728570323


I have ~~received~~ received in my position Abanker Cheque
for John Kany'i Njoroge for the sum of sixty
seven thousands seven hundred and sixty nine
shillings (67,769.00) being his son for safe
custody and to his benefit.

Thomas

13/04/2022

BANKERS CHEQUE

 Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001

Pay Wilson NJUKI MAARA KSh 185,539.00 =

Kenya Shillings ONE HUNDRED THIRTY FIVE THOUSAND
FIVE HUNDRED THIRTY NINE Only

QUEENSWAY

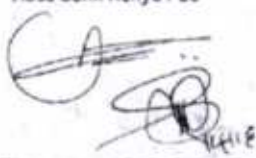
This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

24/03/21

Cheque Number

Bank Code

Account Number



Absa Bank Kenya PLC
Authorised Signature(s)

⑈ 12702010300131140019001520 ⑈

Wilson NJUKI MAARA

ID N° 0316618

0722 892496

 14/04/2022

BANKERS CHEQUE

 Absa Bank Kenya PLC
HEAD OFFICE NAIROBI

Kenya
DUTY PAID

Date 24/03/2022

03-001

Pay DAVID NDALINGA MUTUI KSh 135,539.00 =

Kenya Shillings ONE HUNDRED THIRTY FIVE THOUSAND
FIVE HUNDRED THIRTY NINE Only

QUEENSWAY 0019001520

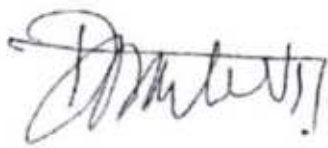
This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

24/03/21 Cheque Number Bank Code Account Number

Absa Bank Kenya PLC


Authorised Signature(s)

⑈ 12698610300131140019001520 ⑈

DAVID NDALINGA MUTUI
14/4/2022
ID NO 1873900
PHONE NO 0716967801


211

348

BANKERS CHEQUE

Abisa Bank Kenya PLC
HEAD OFFICE NAIROBI

Date: 24.03.2022

03-001

Pay CONSTANTINUS MWAKIO MAGHANGA KSh 135,539.00 =

Kenya Shillings ONE HUNDRED THIRTY FIVE THOUSAND
FOUR HUNDRED THIRTY NINE Only

QUEENSWAY 0012001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

Cheque Number Bank Code Account Number

Authorised Signature(s)

⑈ 270041:0300131:14⑈0019001520⑈

CRISTANTUS MWAKIO MAGHANGA

ID 5399307

0795076083

Thurs. 4/4/2022

212

349



213

350

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001

Pay DZOMBO CHARLES MBURA

KSh

135,539.00

Kenya Shillings ONE HUNDRED THIRTY FIVE THOUSAND

SIX HUNDRED THIRTY NINE

Only

QUEENSWAY

0012001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

2405/21

Cheque Number

Bank Code

Account Number

Absa Bank Kenya PLC

Authorised Signature(s)

⑈ 1 2699 11:0300 131: 14 00 1900 1520 ⑈

DZOMBO CHARLES MBURA

ID 2171674

0114026192

Dzombos: H.H. 2022

214

351

BANKERS CHEQUE

Absa Bank Kenya PLC
HEAD OFFICE NAIROBI

Date: 24.03.2022

03-001

Pay: BENJAMIN MULWA MWANIA Ksh 67,769.00 =

Kenya Shillings SIXTY SEVEN THOUSAND SEVEN HUNDRED SIXTY NINE Only

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

240521 Cheque Number Bank Code Account Number

Absa Bank Kenya PLC

Authorised Signature(s)

⑈ 127024⑈030013⑈14⑈0019001520⑈

BENJAMIN MULWA MWANIA

I.D. Number - 3034471

0722595727 -

ABUANI 11/04/2022

215

352

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001

Pay JEREMIAH MUNZAA

KSh

135,539.00=

Kenya Shillings ONE HUNDRED THIRTY FIVE THOUSAND
FIVE HUNDRED THIRTY NINE

Only

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

240521

Cheque Number

Bank Code

Account Number

Absa Bank Kenya PLC

Authorised Signature(s)

⑈ 1 2699 210300 131 14 00 1900 1520 ⑈

JEREMIAH KIMANZI MUNZAA

ID No - 8365942

Ken.

0725433312

1/4/2022

216

252



217

354

BANKERS CHEQUE

ABSA

Absa Bank Kenya PLC
HEAD OFFICE NAIROBI

Kenya DUTY PAID

Date 24.03.2022

03-001

Pay GEORGE S. MASHI KSh 125,539.00 =

Kenya Shillings ONE HUNDRED THIRTY FIVE THOUSAND
FIVE HUNDRED THIRTY NINE Only

QUEENSWAY 0012001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

240521 Cheque Number Bank Code Account Number

Absa Bank Kenya PLC

Authorised Signature(s)

⑈ 12699010300131140019001520 ⑈

1-4-22

GEORGE SHIVACHI MASHI

0703313754

[Signature]

218

355



Date : 2022-04-01 10:14:26

Transaction No: 38

BANKERS CHEQUE ISSUE

Beneficiary Name: GEORGE SHIVACHI MASHEDI
Serial No.: 009412043896
Draft Curr: KES

Account No: 2044308773

Amount: 135,539.00

Name: J HARRISON KINYANJUI AND COMP

Commission: 0.00

Total Amount: 135,539.00

Cashier No. 17
RECEIVED

01 APR 2022

Queensway House, Nairobi
Absa Bank Kenya PLC

220

357

CB MOI AVENUE NAIROBI

Date: 02-04-2022

CHEQUE DEPOSIT
KNE GEORGE SHIVACHI MASHEDI

INTERMEDIATE BRANCH - COWI CSM

MOD IN BY GEORGE

A/C: 1240020000

REF: 07448003637E47C7ADF

Wdr	Chq No.	Yr No.	Brn	Amount
01520	127077	07102001YADF	MOI BANK KENYA REGIONAL OFFICE	135,530.00

IMPORTANT: CHEQUES WILL BE GIVEN VALUE WHEN PAID. Totals: 135,530.00

INDICATELY CONFIRM THAT ALL CHEQUES HAVE BEEN CAPTURED CORRECTLY

Bank Sign: Customer Sign
Transaction Number: E74W1203637E47C7ADF

Thank you for banking with us. You have been served by *Walter M. Mwangi*

*** Advice not valid unless Transaction Number shown ***



BANK



BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001

Pay ALICE NJERI GATHUNGU

KSh 71,861.00=

Kenya Shillings SEVENTY ONE THOUSAND THREE

HUNDRED SIXTY ONE

Only

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

Cheque Number

Bank Code

Account Number

Absa Bank Kenya PLC

Authorised Signature(s)

⑈ 12692610300131140019001520 ⑈

Alice Njeri Gathungu

0722801848

31/3/2022

222

359

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001

Pay RACHEL V. W. KEAO

KSh

135,639.00 ==

Kenya Shillings ONE HUNDRED THIRTY FIVE THOUSAND
FIVE HUNDRED THIRTY NINE Only

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

240521

Cheque Number

Bank Code

Account Number

Absa Bank Kenya PLC

Authorised Signature(s)

⑈ 127000⑆030013⑆14⑈0019001520⑈

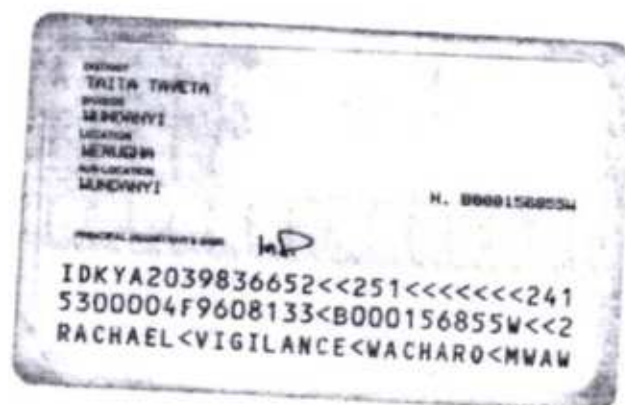
RACHAEL
RACHAEL VIGILANCE WACHARO MWAWUGANG

31.3.2022

Tel: 0729366227

223

360



BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-009

Pay DARIUS KILAMBO

Ksh 135,539.00 =

Kenya Shillings ONE HUNDRED THIRTY FIVE
THOUSAND FIVE HUNDRED THIRTY NINE Only

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

2405/21

Cheque Number

Bank Code

Account Number

Absa Bank Kenya PLC

Darius Kilambo

Authorised Signature(s)

⑈ 126999⑈030013⑈14⑈0019001520⑈

DARIUS KILAMBO MWAHUNGULA

0721 267 284

31/3/22

Darius Kilambo

225

362

JAMHURIYA KENYA  **REPUBLIC OF KENYA**

NATIONAL NUMBER: 203983687 ID NUMBER: 5395574

NAME: DARIUS KILAMBO MWASHUNGULA

DATE OF BIRTH: 1995

SEX: MALE

DISTRICT OF BIRTH: TAITA TAVETA

PLACE OF BIRTH: ISLAND

DATE OF ISSUE: 12.08.1996

ISSUING OFFICE: 




ISSUED: TAITA TAVETA

ISSUE: PRIVATE

LOCATION: CHUNGA

REMARKS: CHUNGA

N. 0005395574K

10KYA2039836870<<252<<<<<<<<<241

5600003M9608133<B005395574K<<4

DARIUS<KILAMBO<MWASHUNGULA<<<<

226

363

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001

Pay OCHIENG OMOLLO

KSh 207,227.00

Kenya Shillings TWO HUNDRED SEVEN THOUSAND

TWO HUNDRED TWENTY SEVEN

Only

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/-
240521 Cheque Number Bank Code Account Number

Absa Bank Kenya PLC

Authorised Signature(s)

⑈ 2700710300131140019001520 ⑈

OCHIENG OMOLLO

1821116

0702 419480

30/3/2022

227

364

Full Name
OCHIENG OMOLO



DATE OF BIRTH
23 08 1985
SEX
MALE
COUNTRY OF BIRTH
USA
PLACE OF BIRTH
CENTRAL
DATE OF ISSUE
31 05 2005
HOLDING NO.

N. 8041821116

MONITORING THE DISTRIBUTION OF

0077220091

IDKYA2188099542<<681<<<<<<<<411
45D6234M0505310<B001821116F<<4
OCHIENG<OMOLO<<<<<<<<<<<<<<<<<

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001

Pay KENA H. KOMORA

KSh

135,639.00 =

Kenya Shillings ONE HUNDRED THIRTY FIVE

THOUSAND FIVE HUNDRED THIRTY NINE Only

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

Cheque Number

Bank Code

Account Number

Absa Bank Kenya PLC

[Signature]

Authorised Signature(s)

⑈ 26969103001312440019001520 ⑈

KENAN H. KOMORA

0724934903

[Signature]

IDND 2239753

30/3/2022

229

367



2239753

KENAN HENDRI SH KIHORA

KENAN HENDRISH KIMORA



DATE OF BIRTH
01. 01. 1962
SEX
MALE
DISTRICT OF BIRTH
TANA RIVER
PLACE OF RESIDE
HOM MOMBASA
DATE OF RESIDE
21. 01. 2015

4438 J. Neurosci., August 12, 2009 • 29(32):4432–4440

2.1.1



TANA DELTA
principale
TANASIA
LOCALITÀ
NGAO
SOTTO-COLONIA
NGAO



PRINCIPAL INVESTMENTS

100

T0180148393

IDKYA2386411047<<0433<<<<0113
6201016M1501216<B002239753E<<8
KENAN<HENDRISH<KOMORA<<<<<<<<

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001

Pay DAVID N. KIMUJIA

KSh

135,539.00=

Kenya Shillings ONE HUNDRED FORTY FIVE

THOUSAND FIVE HUNDRED THIRTY NINE Only

QUEENSWAY

0012001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

Cheque Number

Bank Code

Account Number

Absa Bank Kenya PLC

[Signature]

Authorised Signature(s)

⑈ 1269510300131140019001520 ⑈

[Signature]

David Njenga Kimuria

0722856954

24th March. 2022.

231

369

BANKERS CHEQUE

Absa Bank Kenya PLC
HEAD OFFICE NAIROBI

Date 24.03.2022

03-001

Pay JOHN KANYI NJOROGE KSh 67,769.00=

Kenya Shillings SIXTY SEVEN THOUSAND
SEVEN HUNDRED SIXTY NINE Only

QUEENSWAY 0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

Cheque Number Bank Code Account Number

Authorised Signature(s)

⑈ 26937103001312140019001520 ⑈

John KANYI NJOROGE

0712516837 / ESTER DAUGHTER

13/4/2022

[Handwritten signature]

232

370

BANKERS CHEQUE

Abisa Bank Kenya PLC
HEAD OFFICE NAIROBI

Date 24/03/2022

03-001

Pay WALLACE SHAKE KSh 135,539.00 =

Kenya Shillings ONE HUNDRED THIRTY FIVE THOUSAND FIVE HUNDRED THIRTY NINE Only

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

240521 Cheque Number Bank Code Account Number

Abisa Bank Kenya PLC

Authorised Signature(s)

⑈ 12702310300131140019001520 ⑈

| Abigail Njora ID NO 25044664
AM collecting a cheque on behalf of
WALLACE SHAKE 0706677105
DATE 13/04/2022 *Aken.*
Abigail NO 0724898828

233

371

6706 677105

234

372

- 31st MAR. 2022.

I Wallace Shake,
ID. No. 6701453.
Comp. No 4433.

P.O Box. 38,
Mawtate.

I, Authorise Abigael Njore to
Sign My Check on My behalf.

Yours faithfully W. Shake

6701453.

P.O Box 38
Mwatate
21/4/2022,

To whom it may concern.

I Ashford Mwindi Mshimba
I.D No- 0157326, I Authorise
Abigael Rasoo Njore to collect
my cheque from your office
on my behalf.

yours sincerely,

Ashford Mwindi M.

[Signature]

RECEIVED
DATE: <u>26th April 2022</u>
TIME: <u>9.30am</u>
SIGNED: <u><i>[Signature]</i></u>
J. HARRISON KINYANJUI & CO. ADVOCATES

BANKERS CHEQUE

Absa Bank Kenya PLC
HEAD OFFICE NAIROBI

Date: 24.03.2022

03-001

Pay: ASHFORD M. AYUBU KSh 135,539.00=

Kenya Shillings ONE HUNDRED THIRTY FIVE THOUSAND FIVE HUNDRED THIRTY NINE Only

QUEENSWAY 0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

240521 Cheque Number Bank Code Account Number

Absa Bank Kenya PLC

Authorised Signatures

127017:030013:140019001520

I Abigail Njora ID NO 25044664 mobile 072457887
have received this cheque on 26th/4/2022
on behalf of ASHFORD AYUBU *Chw.*

ASHFORD NO 0778894809

Date : 2022-04-26 10:41:15

Free

BANKERS CHEQUE ISSUE

Beneficiary Name: MARSDEN MAJENGO NJORE

Serial No : 009412043966

Draft Curr : KES

Amount : 135,539.00

Account No : 2044308773

Name : J HARRISON KINYANJUI AND COMP



Commission : 0.00

Total Amount : 135,539.00

240

378



DEPOSIT

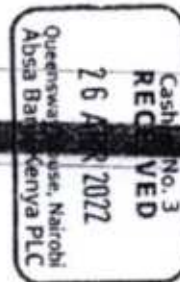
Transaction Details

Date: 2022-04-26 10:52:17
Branch Name: QUEENSWAY HOUSE
Teller Name: ABBL22701
Transaction No: 24
Account Name: J. S. SON KINYANJUI AND COMPANY
Account No: 2044308773
Commission: 0.00
Reference:
Narrative: Cash Deposit
User Narrative:
Currency: KES

Deposit Details

Amount: 300.00
(Three Hundred Kenya Shillings Only)

Cashier's Stamp



Signature

Absa Bank Kenya PLC is regulated by
CBK

Bank Teller verification constitutes
acknowledgement of receipt

241

379

- 0722 825284 - Marsden

- 0710472949 - Jestinah

Called her on April 26th 2022

at 9.30 a.m and

She confirmed ~~to~~ ~~Amynah~~:

Ditto for ~~to~~ ~~Amynah~~:
Marsden
9.31 a.m

BANKERS CHEQUE

Absa Bank Kenya PLC
HEAD OFFICE NAIROBI

Date: 24.03.2022

03-001

Pay: BEATRICE M. KILID

KSh 135,539.00 =

Kenya Shillings ONE HUNDRED THIRTY FIVE THOUSAND FIVE HUNDRED THIRTY NINE Only

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

2400/21 Cheque Number Bank Code Account Number

Absa Bank Kenya PLC

Authorised Signature(s)

⑈ 127016⑈030013⑈14⑈0019001520⑈

I Abigail Njora ID NO 25044664 Mobile 072489882
have received this cheque on 26th of April 2021
on behalf of Marsden Njora 0724898828
Ok.

243

381

Mr. Marsden Majengo Njore
C/O P.O. Box 401
KWALE

19th April 2022

TO WHOM IT MAY CONCERN

RE: A LETTER AUTHORISING ABIGAEI NJORE ID NO. 25044664
TO COLLECT A CHEQUE FOR PAYMENT BY KENYA BREWERIES
TO LATE BEATRICE MKAWUDA KILILO (ID NO. 0154019) AND
HEREBY REQUEST THAT IT BE WRITTEN TO MR. MARSDEN
MAJENGO NJORE (WHO IS HER BROTHER) ID NO. 0464092 AND
IT BE RELEASED TO ABIGAEI NJORE (MR. MARSDEN NJORE'S
DAUGHTER).

We Marsden Majengo Njore and Jestinah Wakesho Kililo
ID No. 0157596, appointed Administrators of the late Beatrice
Mkawuda Kililo's Estate (see attached copy certificate of confirmation
of Grant for succession cause no. 162 of 2013) do hereby authorise
Abigael Njore to collect the cheque as stated in the reference above.

Yours Faithfully,

Marsden Majengo Njore

Jestinah wakesho Kililo

RECEIVED
DATE: 26 th April 2022
TIME: 9:30am
SIGNED: 
J. HARRISON KINYUA 244. ADVOCATES

382

INCOME TAX DEPARTMENT
PERSONAL IDENTIFICATION NUMBER CERTIFICATE



PIN: A001601182K
NAME: NJORE MARSDEN MAJENGO
DATE OF BIRTH: 1 / 149
PLACE OF BIRTH: TAITA TALETA
Date: 15-9-94



FORM PIN 1

245

383

DISTRICT
TAITA TAVETA
DIVISION
WUNDANYI
LOCATION
MERUCHA
SUB-LOCATION
RUMA

N. 0000154019Z

PRINCIPAL REGISTRAR'S SIGN

[Signature]

IDKYA2039820073<<251<<<<<<<241
4900005F970415D<B000154019Z<<5
BEATRICE<MKAWUDA<KILILO<<<<<<<

JAMHURI YA KENYA



REPUBLIC OF KENYA

IDENTIFICATION NUMBER: 203982007

IDENTIFICATION NUMBER: 0154019

FULL NAME
BEATRICE MKAWUDA KILILO



DATE OF BIRTH
1949
SEX
FEMALE
DISTRICT OF BIRTH
TAITA TAVETA
PLACE OF BIRTH
ISLAND
DATE OF ISSUE
15. 04. 1997
HOLDERS SIGN

[Signature]



DISTRICT
TAITA TAVETA
DIVISION
WUNDANYI
LOCATION
WUNDANYI
SUB-LOCATION
RUMA



PRINCIPAL REGISTRAR'S SIGN

[Signature]

T0150110860

IDKYA2319983461<<251<<<<<<<221
49<<<<5M1302262<B000464092X<<7
MARSDEN<MAJENGO<NJORE<<<<<<<<

JAMHURI YA KENYA



REPUBLIC OF KENYA

IDENTIFICATION NUMBER: 231998346

IDENTIFICATION NUMBER: 0464092

FULL NAME
MARSDEN MAJENGO NJORE



DATE OF BIRTH
1949
SEX
MALE
DISTRICT OF BIRTH
TAITA TAVETA
PLACE OF BIRTH
MATUGA
DATE OF ISSUE
26. 02. 2013
HOLDERS SIGN

[Signature]



246

384

JAMHURI YA KENYA  **REPUBLIC OF KENYA**

SERIAL NUMBER: 218702297 **IDENTIFICATION: 25044664**

FULL NAME
ABIGAEL RASOO MSHAI NJORE

DATE OF BIRTH
30. 07. 1983

SEX
FEMALE

DISTRICT OF BIRTH
KWALE

PLACE OF BIRTH
MATUGA

DATE OF ISSUE
20. 12. 2005

ISSUED BY
REGISTRAR & MGR.





DISTRICT
KWALE

DIVISION
MATUGA

LOCATION
TSIMBA

SUB-LOCATION
KINDUTSI

N. 0025044664Y

PERSONAL REGISTRAR'S SIGN  0035941123

IDKYA2187022974<<221<<<<<<<221
8307303F0512206<B025044664Y<<5
ABIGAEL<RASOO<MSHAI<NJORE<<<<<



REPUBLIC OF KENYA

IN THE HIGH COURT OF KENYA AT MOMBASA

SUCCESSION CAUSE NO. 162 OF 2013

IN THE MATTER OF THE ESTATE OF BEATRICE MKAWUDA KILILO (DECEASED)

CERTIFICATE OF CONFIRMATION OF A GRANT

HEREBY certify that the above written Grant of representation to the estate of the late BEATRICE MKAWUDA KILILO issued to MARSDEN MAJENGO NJORE and JESTINAH WAKESHO KILILO, therein named has this 31ST DAY OF JULY, 2017 been confirmed by the Court pursuant to the Provisions of Section 71 of the Law of Succession Act as per the schedule hereto:

Schedule:

Name	Description of properties	Share of Heirs
Prudence W. Koronge Josphat Kililo Rebecca Mwera	House on Plot No. 6/R Sub Plot No. 33 of Section XII Ziwani	Equally
Phillip Kililo Mwandawiro Bernard Maiza Mwandawiro Lilian Chari Kililo Michael K. Tole Thomas Kichoi Betty J. Mkawura Winnie C. Tole Lilian M. Tole	All the property in Plot No. Ref. 12192/38 at Wundanyi	Equally

Dated at Mombasa this 22nd day of September, 2017

M. Thande

Hon. Lady Justice M. Thande
Judge of The High Court of Kenya, Mombasa

248

386

RECEIVED THE CLERK OF THE COURT
MOMBASA

09.10.17

Philister Chari Mwanyalo Peninah W. Mwanyalo Benson Makoti Mwanyalo Convence Saru Mwanyalo Damaris Kina Mwanyalo Daniel Kililo Mwanyalo Brown Mwanyalo	House on Plot No. 6/R Sub Plot 0.11 Section XII Ziwani	Equally
Marsden Majengo Njore	Main house plus extension of Plot No. XII/109 Spaki	1 st and 2 nd Floor
Jestinah Wakesho Kililo	Main house plus extension of Plot No. XII/109 Spaki	Ground floor

Dated at Mombasa this 22nd day of September, 2017

M. Thande
Hon. Lady Justice M. Thande
Judge of The High Court of Kenya, Mombasa

Ⓟ 09.10.17

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 26.04.2022
009412043966

03-001

Pay MARSDEN MAJENGO NJORE ksh

135,539.00 =

Kenya Shillings ONE HUNDRED THIRTY FIVE

THOUSAND FIVE HUNDRED THIRTY NINE Only

QUEENSWAY

This cheque must bear two authorised signatures if amount is over Ksh 100,000/-

2405/21

Cheque Number

Bank Code

Account Number

Absa Bank Kenya PLC

Authorised Signature(s)

⑈ 1 2 7 1 4 6 1 0 3 0 0 1 3 1 1 4 0 0 1 9 0 0 1 5 2 0 ⑈

250

388

George Njoroge Njigu
P.O Box Box 55
Maragwa
Cell: 0721 366 226
0737 123 775

2nd February 2022

J. Harrison Kinyanjui
& Co. Advocates
St. Ellis House
4th floor

Dear Sir,

RE: HCCC NO. 279 OF 2003
LAWRENCE NDUTTU & OTHERS VS KENYA BREWERIES

I am writing to inform you that some of us are not members of the Kenbrex group. I am now requesting you kindly to pay us through our bank accounts, via M-pesa or thorough the cheques. For those who are members of the group I would request you to instruct them to give you a written document to allow you to release their money through the group in order for you to safe guard the good name of the law firm.

Yours faithfully,

George Njigu

Cc: Lawrence Nduttu } Served through J. Harrison
James Wairioko } Kinyanjui & Co. Advocates

BANKERS CHEQUE

Abesa Bank Kenya PLC
HEAD OFFICE NAIROBI

Date: 24-03-2022

03-001

Pay: JESONIAH ORONJE ONUOR KSh 67,769.00 =

Kenya Shillings SIXTY SEVEN THOUSAND SEVEN HUNDRED SIXTY NINE Only

QUEENSWAY 0019001520


This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

Cheque Number Bank Code Account Number

Authorised Signature(s)

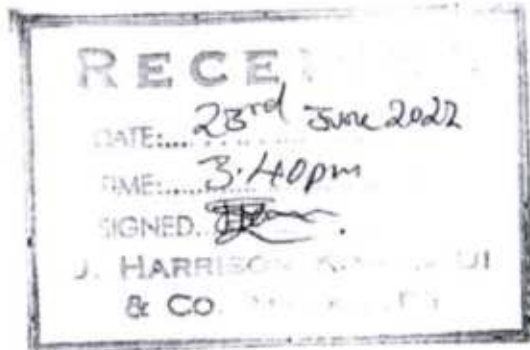
⑈ 270 1510300 131 14 00 1900 1520 ⑈

The cheque has been collected by Lilian Awuor Oronje of Id number 28539965 Phone number 0701286977 on behalf of Jesoniah Oronje Owner who is my father of Id no: 1085009 Phone number 0716677844.
23/06/2022.


Lilian Oronje.

252

390



JECONIAH ORONJE OWUOR

P.O.BOX 15- 40612

SAWAGONGO

9TH APRIL 2022

TEL 0716 677 844

TO,

ADVOCATE KINYANJUI

NAIROBI

RE: JECONIAH ORONJE OWUOR EX KBL NO 3227 ID No 1085009

I am humbly requesting you to please give my dues from Kenya Breweries Limited. to my daughter LILIAN AWUOR ORONJE so that she may deliver it to me. This is because I am far in Siaya county and also sickling.

I will very much appreciate any assistance accorded to her.

Thank you in advance

Yours faithfully

Jeconiah Oronje Owuor

JAMHURIYA KENYA REPUBLIC OF KENYA

SERIAL NUMBER: 242241534 ID NUMBER: 28539965

NAME: AWUOR LILIAN ORONJE

DATE OF BIRTH: 05.10.1990

SEX: FEMALE

IDENTITY TYPE: SMITH

SLAVA

PLACE OF ISSUE: HOP/CBO

DATE OF ISSUE: 07.09.2015




REGION: GEM
SUB-REGION: TALA
LOCATION: GEM NORTH
SUB-LOCATION: TAL TAL



PRINCIPAL REGISTRAR'S SIGNATURE

T0207702152

IDKYA2422415343<<4142<<<<<4712
9010059F1509072<B028539965C<<7
AWUOR<LILIAN<ORONJE<<<<<<<<<<<

255

393

Stephen

Stephen Mwangi Wari
P.O. Box 34531 - 00100
Nairobi
17.03.2022

Mr Harrison King'anyi & Co.
& ADVOCATE

Re: - REQUEST TO BE PAID CASH. (Ex KBL benefits)
To MORROW 18.03.2022

I would be more than grateful if you could
pay me cash in lieu of cheques.

I have a sick mother who was admitted in
Kijake Hospital few days ago.

Kind regards

Stephen M. Wari

Coy No 5159

Phone # 0722 797602

SIMON NDUNGU WANYEKI

ID No 5794938

COT No - 1885

Phone No 0720999283

Date - 07/02/22

Harrison Kinganjui & Co. advocates

Please pay my money through
my bank account No 0870182239051
on my phone.

 Equity bank.

JAMES SAIYALU SUINYANGA

ID. NO. 6849078

COY NO. 1740

PHONE NO. 0791181132

DATE 17/2/2022

TO:

HARRISON KINYAMUI &

CO-ADVOCATES.

Please pay my money through my
bank account NO. 01109308087900
CO-OPERATIVE BANK

[Signature]

258

396

Julius Gikonyo kamau

I'd No 1085639

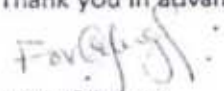
Phone number 0725945456

KCB - 128451568

To. Harrison kinyanjui advocate company's

Please I'm humbly requesting you to pay me through my bank account or through my mpesa but not through any group or any other person.

Thank you in advance.


Julius Gikonyo.

HARRISON Rinyathu
& ADVOCATES

7-2-2022

Please kindly requesting
you to pay me through my
bank account or through my
Mpasa but not through any
group or any other person.
Name Edward Mbuqua Githau
Id No 1994833 Phone Number
is 0723407161 Company No 7113

MUIRURI MWANGI KARUGU

P.O BOX 55

MARAGUA

11/02/2022

TO: HARRISON KINYANJUI & CO ADVOCATES

P.O BOX 1020

NAIROBI.

RE: REQUESTING WAY TO MAKE PAYMENTS.

Please I am humbly requesting you to pay me through my bank account or through the
M-Pesa BUT NOT THROUGH ANY GROUP OR ANY OTHER PERSON.

ACCOUNT NUMBER FOR BANK: 0070101262607 *Equity*

MPESA NUMBER: 0720028899

ID NO: 1873037

Yours faithfully

MUIRURI MWANGI.

261

399

From
Lawrence Mwangi Iresi
ID NO. 1872484
MOBILE 0720061425
A/C NO. 0220193827934
EQUITY BANK MURANGA

TO J. HARRISON
ADVOCATES AND
COMPANY
NAIROBI.
18/02/2022

REF- MODE OF PAYMENT.

I Lawrence Mwangi Iresi do hereby request you that any payment due to be paid to me not to be done by any other person except you.

I am a former K.B.L employee Coy. NO. 1140 and I do not belong to any other group.

Yours
Faithfully



262

400

HARRISON KINYANJUI ADVOCATE.

I WOULD LIKE TO REQUEST THAT ANY MONEY DUE TO ME BE PAID EITHER TO MY

A/C-family bank

046000031767 or

Mpesa-0721904985 both in the name of ANDREW KAMAU GATETE.

THANK YOU.

ANDREW KAMAU GATETE

CO NO.-5864

ID-8350812

J. HARRISON KINYANJUI
& CO. ADVOCATES

CLIENT ATTENDANCE RECORD

DATE 17-03-2022 CLIENT/S NAME MAURICE SAKWA

TIME IN 2.13 P.M TELEPHONE 0729931304

PURPOSE OF THE VISIT

I wanted to collect my proceeds from K.B.L in the sum of 50,000 Ksh. under coy. no: 4331

I have issues with my bank (Equity) and has been dormant for along time so the money may not reach me. I wanted to know how I can be paid. I have not authorised any of my money to be deducted for payment of Kenbrex. I do not know of any claimant demanding payment from me. I want to be paid directly.

TIME OUT 2.50 p.m

SIGNED 

264

PLEASE NOTE THAT KSHS. 500/- IS CHARGABLE AS CONSULTATION FEES ON ATTENDANCE TO YOU.

402

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001

Pay DONAS KIRICHA KOMB Ksh

135,529.00

Absa Bank Kenya PLC

[Signature]

Authorised Signature(s)

Kenya Shillings ONE HUNDRED THIRTY FIVE
THOUSAND FIVE HUNDRED THIRTY NINE Only
0019001520

QUEENSWAY
This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

240521

Cheque Number

Bank Code

Account Number

⑈ 12696810300131140019001520 ⑈

George Njoroge Njoroge
10567556
24/03/2022

265

403

JAMHURI YA KENYA  **REPUBLIC OF KENYA**

SERIAL NUMBER: 210470558 ID NUMBER: 1871610


FULL NAMES
AGNES ALICE MUTHONI MBURU



DATE OF BIRTH
1950
SEX
FEMALE
DISTRICT OF BIRTH
MURANG'A
PLACE OF ISSUE
STAREHE
DATE OF ISSUE
21.03.1997
HOLDER'S SIGN


DISTRICT
MURANG'A
DIVISION
MARAGWA
LOCATION
ICHAGAKI
SUB LOCATION
SAMMAR

N. 8001871610J

PRINCIPAL REGISTRAR'S SIGN 

IDKYA2104705584<<137<<<<<<<419
5000005F9703212<B001871610J<<9
AGNES<ALICE<MUTHONI<MBURU<<<<<

266

404



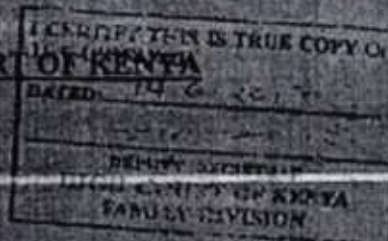
REPUBLIC OF KENYA
IN THE HIGH COURT OF KENYA AT NAIROBI
MILIMANI LAW COURTS
SUCCESSION CAUSE NO. 1205 OF 2016

IN THE MATTER OF THE ESTATE OF HILARY FRANCIS MBURU
KANG'ETHE (DECEASED)

BE IT KNOWN that on the 6TH day of FEBRUARY, 2017 Letters of Administration Intestate of all the estate of **HILARY FRANCIS MBURU KANG'ETHE** deceased late of **MARAGWA** who died domiciled in the **REPUBLIC OF KENYA** on the 1ST day of **MARCH, 2016** at **COPTIC HOSPITAL** which by law devolves to and vests in his/her personal representative were granted by this Court to **AGNES ALICE MUTHONI MBURU** of **P.O. BOX 44959-00100, NAIROBI** having undertaken faithfully to administer such estate according to law and to render a just and true account thereof whenever required by law so to do.

ISSUED by the High Court through the registry at **NAIROBI** in **KENYA** this 6TH day of **FEBRUARY, 2017.**

J. N. ONYIEGO
JUDGE OF THE HIGH COURT
NAIROBI



N.O.1205/16/6102/17

267

cnk

405



REPUBLIC OF KENYA
IN THE HIGH COURT OF KENYA AT NAIROBI
SUCCESSION CAUSE NO. 1208 OF 2016


IN THE MATTER OF THE ESTATE OF HILARY FRANCIS MBURU KANG'ETHE
(DECEASED)

CERTIFICATE OF CONFIRMATION OF GRANT

I HEREBY certify that the above written grant of representation to the estate of the late HILARY FRANCIS MBURU KANG'ETHE issued to AGNES ALICE MUTHONI MBURU has this 31st DAY OF MAY, 2017 been confirmed by the Court pursuant to the provisions of section 71 of the Law of Succession Act AND it has been directed that the deceased's estate be distributed as follows:

NAME	DESCRIPTION OF PROPERTIES	SHARE OF HEIRS
AGNES ALICE MUTHONI MBURU	- TITLE NO. NAIROBI/BLOCK 75/728 NAIROBI - TITLE NUMBER NGINDA SAMAR/BLOCK 2/91 - TITLE NUMBER NGINDA SAMAR/BLOCK 1/2690	ABSOLUTELY


DATED AT NAIROBI THIS 31st DAY OF MAY, 2017.


W. MUSYOKA
Judge of the High Court of Kenya

I CERTIFY THIS IS TRUE COPY OF
THE ORIGINAL
DATED 14.6.2017
DEPUTY REGISTRAR
HIGH COURT OF KENYA
FAMILY DIVISION

020601C2017/ALW

BANKERS CHEQUE

 Absa Bank Kenya PLC
HEAD OFFICE NAIROBI

Date: 24.03.2022

03-001

Pay LAWRENCE MWANGI IRERI KSh 67,769.00 =


Kenya Shillings SIXTY SEVEN THOUSAND
SEVEN HUNDRED SIXTY NINE Only

QUEENSWAY 0019001520


This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

2405/21 Cheque Number Bank Code Account Number

Absa Bank Kenya PLC


Authorized Signature(s)

⑈ 1 2697710300 131 14 00 1900 1520 ⑈

LAWRENCE MWANGI IRERI
ID. 1872484
PHONE. 0720061425


269

407

BANKERS CHEQUE

Abesa Bank Kenya PLC
HEAD OFFICE NAIROBI

Date 24.03.2022

03-001

Pay PATRICK KAMAU KAGOTHO KSh 135,539.00 =

Kenya Shillings ONE HUNDRED THIRTY FIVE
THOUSAND FIVE HUNDRED THIRTY NINE Only

QUEENSWAY

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

240521

Cheque Number

Bank Code

Account Number

0019001520

Authorised Signature(s)

⑈ 12702810300131140019001520 ⑈

PATRICK KAMAU KAGOTHO

ID 1276190

phone 0722 670114

Email Patrick@Kagatho.com

29/03/2022

1270
Kamau
408

BANKERS CHEQUE



Date 22.03.2022

Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



03-001

Pay GABRIEL MAINA WANGE

KSh 142,212.00

Kenya Shillings ONE HUNDRED FORTY TWO THOUSAND TWO HUNDRED & TWELVE Only

Absa Bank Kenya PLC

Authorised Signatory

QUEENSWAY

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

2405/21

Cheque Number

Bank Code

Account Number

⑈ 2689 21:0300 131:14 00 1900 1520 ⑈

22/3/2022

271

409

BANKERS CHEQUE



Date 22-MAR-2022

Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



03-001

Pay MARJETA N. MUKISTA

KSh = 71,106.00 =

Kenya Shillings SEVENTY THOUSAND
ONE HUNDRED SIX Only
QUEENSWAY

Absa Bank Kenya PLC

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

Authorized Signature(s)

⑈ 2680410300131140019001520 ⑈

Mika 22-3-2022

272

410

BANKERS CHEQUE



Date 22-MAR-2022

Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



03-001

Pay MAKINET WAGANJO

KSh = 71,106.00

Kenya Shillings SEVENTY

ONE HUNDRED THOUSAND

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

Absa Bank Kenya PLC

Authorised Signature(s)

⑈ 1 268 1 210300 1 31 1 4 00 1 900 1 520 ⑈

22/03/2022

273

411

BANKERS CHEQUE



Date 22-03-2022

Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



03-001

Pay GIDEON K. MWANGI

KSh = 142,212.00

Kenya Shillings ONE HUNDRED FORTY TWO
THOUSAND TWO HUNDRED & TWELVE Only

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

Cheque Number

Bank Code

Account Number

Absa Bank Kenya PLC

Authorised Signature(s)

⑈ 2685 110300 131 1400 1900 1520 ⑈

[Signature] 22/03/2022

274

412

BANKERS CHEQUE



Date 22-03-2022

Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



03-001

Pay BERNICE WANGECHI KINGORI KSh

142,212.00 =

Kenya Shillings ONE HUNDRED FORTY TWO
THOUSAND TWO HUNDRED & TWELVE Only

Absa Bank Kenya PLC

QUEENSWAY

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

24/05/21

Cheque Number

Bank Code

Account Number

Authorised Signature(s)

⑈ 268781030013114⑈0019001520⑈

Signe 22/03/2022

275

413

BANKERS CHEQUE



Date 22-MAR-2022

Abisa Bank Kenya PLC
HEAD OFFICE NAIROBI



03-001

Pay THOMAS C. AMNOMA

KSh = 71,106.00

Kenya Shillings SEVENTY ONE THOUSAND

ONE HUNDRED AND SIX

Only

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

Cheque Number

Bank Code

Account Number

Abisa Bank Kenya PLC

Authorised Signature(s)

⑈126791⑈0300⑈31⑈14⑈0019001520⑈

22/03/2022

276

414

BANKERS CHEQUE



Date 22 MAR 2022

Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



03-001

Pay ANTHONY NIWANZIA KILONZO

Ksh = 71,106.00

Kenya Shillings SEVENTY THOUSAND

ONE HUNDRED

Not Exceeding
Not Negotiable

QUEENSWAY

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

Cheque Number

Bank Code

Account Number

0012001520

Absa Bank Kenya PLC

Authorised Signature(s)

⑈ 1 268 281 0300 131 14 00 1400 1520 ⑈

Antony 22.03.2022

277

415

BANKERS CHEQUE



Date 22.03.2022

Abesa Bank Kenya PLC
HEAD OFFICE NAIROBI



03-001

Pay NAURICE SAKWA

KSh = 71,106.00

Kenya Shillings SEVENTY

THOUSAND

ONE HUNDRED & SIX

Only

QUEENSWAY

0012001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

24/05/21

Cheque Number

Bank Code

Account Number

Abesa Bank Kenya PLC

Authorised Signature(s)

⑈ 1 268541 0300 131 14 00 1900 1520 ⑈

ma. 22/03/22

278

416

BANKERS CHEQUE



Date 22.03.2022

Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



03-001

Pay ISAACK KARANJA WAMBUGU KSh

142,212.00

Kenya Shillings ONE HUNDRED FORTY TWO
TWO HUNDRED & TWELVE Only

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

Cheque Number

Bank Code

Account Number

Absa Bank Kenya PLC

Authorised Signature(s)

⑈ 26905103001311400019001520 ⑈

Akagab.

ANNE NJERI KARANJA

23rd March 2022

279

417



REPUBLIC OF KENYA
IN THE HIGH COURT OF KENYA AT NAIROBI
SUCCESSION CAUSE NO. 3320/2005

IN THE MATTER OF THE ESTATE OF ISAACK KARANJA WAMBUGU (DECEASED)

CERTIFICATE OF CONFIRMATION OF GRANT

I HEREBY certify that the above written grant of representation to the estate of the late ISAACK KARANJA WAMBUGU ISSUED to ANNE NJERI KARANJA AND WINNIE MUKAMI KARANJA therein named has 31ST JANUARY 2007 been confirmed by the Court pursuant to the provisions of section 71 of the Law of Succession Act.
 Dated at Nairobi this 31ST JANUARY 2007.

SCHEDULE

<u>Name</u>	<u>Description of Property</u>	<u>Share of Heirs</u>
Anne Njeri Karanja Winnie Mukami Karanja	Nyeri Mun./Block 7/321 Chinga/Kiaguthu/775 Lock 14/Kiru/2423	To be registered in their name for their own behalf and in trust for the following minor children in equal shares namely: Winnie Mukami Karanja Eva Muthoni Karanja Ambrose Wambugu Karanja
Anne Njeri Karanja	1155 shares – Standard Bank 266 shares – K.C.B. 50 shares – Nyeri Farmers Sacco 533 shares – Tembo Co.Op. Invest 364 shares – Chinga Tea Factory Barclays Bank A/c No. 3886984 - Ksm Barclays Bank A/c No. 4696036-Nyeri Equity Bank A/c No. 9929595-Kiria-inj	Absolutely

.....
 Judge of the High Court of Kenya, Nairobi

I CERTIFY THIS IS TRUE COPY OF
 THE ORIGINAL
 DATED: 31/1/2007

 JUDGE OF THE HIGH COURT OF KENYA

280

418



REPUBLIC OF KENYA
IN THE HIGH COURT OF KENYA AT NAIROBI
SUCCESSION CAUSE NO. 3320/2005

IN THE MATTER OF THE ESTATE OF ISAACK KARANJA WAMBUGU (DECEASED)

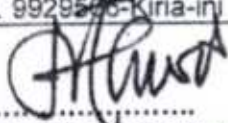
CERTIFICATE OF CONFIRMATION OF GRANT

I HEREBY certify that the above written grant of representation to the estate of the late ISAACK KARANJA WAMBUGU ISSUED to ANNE NJERI KARANJA AND WINNIE MUKAMI KARANJA therein named has 31ST JANUARY 2007 been confirmed by the Court pursuant to the provisions of section 71 of the Law of Succession Act.

Dated at Nairobi this 31ST JANUARY 2007.

SCHEDULE

<u>Name</u>	<u>Description of Property</u>	<u>Share of Heirs</u>
Anne Njeri Karanja Winnie Mukami Karanja	Nyeri Mun./Block 7/321 Chinga/Kiaguthu/775 Lock 14/Kiru/2423	To be registered in their name for their own behalf and in trust for the following minor children in equal shares namely: Winnie Mukami Karanja Eva Muthoni Karanja Ambrose Wambugu Karanja
Anne Njeri Karanja	1155 shares – Standard Bank 266 shares – K.C.B. 50 shares – Nyeri Farmers Sacco 533 shares – Tembo Co.Op. Invest 364 shares – Chinga Tea Factory Barclays Bank A/c No. 3886984 - Ksm Barclays Bank A/c No. 4696036-Nyeri Equity Bank A/c No. 9929506-Kiria-ini	Absolutely



 Judge of the High Court of Kenya, Nairobi

REPUBLIC OF KENYA

B N° 886388

CERTIFICATE OF DEATH

Death in the		District in the		Province	
Entry No. 260513288 /		Name and Surname of Deceased		Isack Karanja Wambugu..	
Sex	Male	Age	56 years	Occupation	Trader
Date of Death	6th August 2005	Place of Death	Kenyatta Hospital	Residence	Nyeri
Cause of Death: Cardiopulmonary arrest due to diabetes mellitus.					
Name and Description of Informant	Dr. Hussein Dossajee	Name of Registering Officer	D.B.M. Kimwele	Date of Registration	8th Sept. 2005

I, H.O. OMUCH District Assistant Registrar for NAIROBI District, hereby certify that this certificate is compiled from an entry/entries in the Register of Deaths in the District.

[Signature]
District Assistant Registrar

Given under the Seal of the Principal Civil Registrar on the 13th day of September 20 05

This certificate is issued in pursuance of the Births and Deaths Registration Act (Cap. 149) which provides that a certified copy of any entry in any register or return purporting to be so certified, when produced with the Seal of the Principal Civil Registrar, shall be received as evidence of the dates and facts therein contained without any other proof of such entry.

CA.3633/A of 13th Sept. 2005.

/JN

GPB 3-67-300 B3-10/2004

No 789579

REPUBLIC OF KENYA
THE AFRICAN CHRISTIAN MARRIAGE AND DIVORCE ACT (CAP. 151)
CERTIFICATE OF MARRIAGE

IGPK 1075-5m B.A. 6/84-(C99)

MARRIAGE solemnized at P.C.E.A CHINGA PARISH in the NYERI District

in the CENTRAL Province

When Married	Name and Surname	Age	Condition	Occupation	Residence at the time of Marriage	Father's Name and Surname	Occupation of Father
28.5.2000	ISACK KARANJA	50	V1	BUSINESS MAN	CHINGA LOCATION	JAMES WAMBUI	DECEASED
	ANNE NJERI	38	V1	TEACHER	DO =	SAUL NJOBU	RETIRED TEACHER

Married in the P.C.E.A CHINGA PARISH after Banns, without Banns, by me Rev. Jacob Muthera Timothy

This Marriage was solemnized at CHINGA PARISH in the presence of us, Page 10

BANKERS CHEQUE



Date 23-MAR-2022

Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



03-001

Pay PETER IRUNGU MWANGI

KSh 71,106.00

Kenya Shillings SEVENTY THOUSAND
ONE HUNDRED AND SIX Only

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

Absa Bank Kenya PLC

Authorised Signature(s)

* 258051030013140019001520 *

Peter Irungu Mwangi 23/3/2022

PETER IRUNGU MWANGI

0705-289 861

284

422

BANKERS CHEQUE



Date 22 MAR 2022

Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



03-001

Pay TIMOTHY LOKI MATHEA

KSh = 142,212.00

Kenya Shillings ONE HUNDRED FORTY TWO
THOUSAND TWO HUNDRED & TWELVE Only
QUEENSWAY

Absa Bank Kenya PLC

38214
Authorised Signature(s)

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

⑈ 1 268 201 0300 131 14 00 1900 1520 ⑈

Hea

23/3/2022

TIMOTHY LOKI MATHEA

Mrs. Annah LOKI.

07200285279

423

BANKERS CHEQUE



Date 22.03.2022

Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



03-001

Pay JOSEPH KOKOTO OGWAYO

KSh

142,212.00

Kenya Shillings ONE HUNDRED FORTY TWO

THOUSAND TWO HUNDRED & TWELVE Only

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/-
24/05/21 Cheque Number Bank Code Account Number

Absa Bank Kenya PLC

Authorized Signature(s)

⑈ 2690910300131110019001520 ⑈

22/3/2022

286

424

BANKERS CHEQUE



Date 22-MAR-2022

Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



03-001

Pay JAMES NYINGA WARIKO

KSh = 71,106-00

Kenya Shillings SEVENTY THOUSAND

ONE HUNDRED AND SIX

Only

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

Cheque Number

Bank Code

Account Number

Absa Bank Kenya PLC

Authorised Signature(s)

⑈ 1 26 78 31 0 300 1 31 1 1 00 1 900 1 5 20 ⑈

Warioko 22/3/2022

287

425

BANKERS CHEQUE



Date 22-MAR-2022

Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



03-001

Pay ANDREW MONATO NYAKIRO

KSh = 71,106.00

Kenya Shillings SEVENTY THOUSAND

ONE HUNDRED AND SIX Only

QUEENSWAY

0012001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

Absa Bank Kenya PLC

Authorised Signature(s)

⑈ 1 26 7 9 2 1 0 3 0 0 1 3 1 1 4 0 0 1 9 0 0 1 5 2 0 ⑈

Andrew 22/3/2022

288

426

BANKERS CHEQUE



Date 22-MAR-2022

Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



03-001

Pay JAMES NIWANGI KABU

KSh = 71,106.00

Kenya Shillings SEVENTY THOUSAND

ONE HUNDRED SIX

QUEENSWAY

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

Cheque Number

Bank Code

Account Number

Absa Bank Kenya PLC

Authorised Signature(s)

⑈ 1 268 1 31:0 300 1 31:1 4 00 1 900 1 5 20 ⑈

JAMES M. KABU

JK 22/3/22

289

427

BANKERS CHEQUE



Date 22-MAR-2022

Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



03-001

Pay STEPHEN MWANGI WZBU

Ksh

71,106.00

Kenya Shillings SEVENTY
ONE HUNDRED AND SIX THOUSAND

QUEENSWAY

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

0019001520

Only

Cheque Number

Bank Code

Account Number

Absa Bank Kenya PLC

Authorised Signature(s)

⑈ 26 7901 0300 131 14 00 1900 1520 ⑈

Received 22/03/2022

290

428

BANKERS CHEQUE



Date 22-MAR-2022

Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



03-001

Pay MARY PHILOMENA W. WANIBUGU

KSh = 142,212.00 =

Kenya Shillings ONE HUNDRED FOURTY TWO
THOUSAND TWO HUNDRED & TWELVE Only
QUEENSWAY

Absa Bank Kenya PLC

Mary Philomena W. Wanibugu
Authorised Signatory

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

24/05/21

Cheque Number

Bank Code

Account Number

⑈ 1 26 78 91 0 300 1 31 1 1 00 1 900 1 5 20 ⑈

Wanibugu 22/3/22

291

429

BANKERS CHEQUE



Date 22.03.2022

Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



03-001

Pay EDWARD Muli

KSh = 142,212.00

Kenya Shillings ONE HUNDRED FORTY TWO
THOUSAND TWO HUNDRED & TWELVE

CHIRENSWAY

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

Absa Bank Kenya PLC

Authorised Signatures

⑈ 1 2683910300 131 14 00 1900 1520 ⑈

Edward

22/3/22

BANKERS CHEQUE



Date 28.03.2022

Absa Bank Kenya PLC
HEAD OFFICE NAIROBI

03-001



Pay AGNES ALICE MUTHONI MBURU KSh

135,539.00 =

Vertical text on the left margin

Kenya Shillings ONE HUNDRED THIRTY FIVE THOUSAND

FIVE HUNDRED THIRTY NINE Only

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

240521

Cheque Number

Bank Code

Account Number

Absa Bank Kenya PLC

Signature of Absa Bank Kenya PLC

Authorised Signature(s)

⑈ 1 2 7 0 4 2 1 0 3 0 0 1 3 1 1 4 0 0 1 9 0 0 1 5 2 0 ⑈

George Njiru [Signature] 28/03/2022

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24/03/2022

03-001

Pay: DAVID MAZERA JOHN

Ksh

135,539.00 =

[Kenya Shillings ONE HUNDRED THIRTY FIVE THOUSAND
FIVE HUNDRED THIRTY NINE Only

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

Absa Bank Kenya PLC

[Signature]
Authorised Signature(s)

⑈ 12699610300131140019001520 ⑈


DAVID MAZERA JOHN.


31st/03/2022.

MOB NO. 0700870746.

MAZERA.

BANKERS CHEQUE

 Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001

Pay ABRAHAM ORINA Ksh 67,769.00

Kenya Shillings SIXTY SEVEN THOUSAND
SEVEN HUNDRED SIXTY NINE Only

QUEENSWAY 0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

Cheque Number Bank Code Account Number

Authorised Signature(s)

⑈ 1 2 7 0 2 7 1 0 3 0 0 1 3 1 1 4 0 0 1 9 0 0 1 5 2 0 ⑈

Abraham Meehed Orina
28/3/022
J. Meehed
0721602029

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date: 24.03.2022

03-001

Pay JAMES NIATUNDA SAISI

KSh

67,769.00 =

Kenya Shillings SIXTY SEVEN THOUSAND
SEVEN HUNDRED SIXTY NINE Only

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

Cheque Number

Bank Code

Account Number

Authorised Signature(s)

⑈ 12692710300131140019001520 ⑈

JAMES NIATUNDA SAISI

28/03/2022

0714 98 55 41

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001

Pay JULIUS M. MUKWA

Ksh

135,539.00=

Kenya Shillings ONE HUNDRED THIRTY FIVE

THOUSAND FIVE HUNDRED THIRTY NINE Only

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

24/05/21

Cheque Number

Bank Code

Account Number

Absa Bank Kenya PLC

Authorised Signature(s)

⑈ 1 26 93 1:0 300 131: 14 ⑈ 00 1900 15 20 ⑈

Julius M. Mukwa
25/03/2022

BANKERS CHEQUE

Absa Bank Kenya PLC
HEAD OFFICE NAIROBI

Kenya
DUTY PAID

Date 25.03.2022

03-001

Pay DAVID MUNYWOKI KITISO KSh 67,769.00 =

Kenya Shillings SIXTY SEVEN THOUSAND
SEVEN HUNDRED SIXTY NINE Only

QUEENSWAY

24/05/21

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

Cheque Number Bank Code Account Number

0019001520

Absa Bank Kenya PLC

Authorised Signature(s)

⑈ 270341030013121400009001520 ⑈

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001

Pay ALOIS KINGORO GICHANA

KSh

135,539.00 =

Kenya Shillings ONE HUNDRED THIRTY FIVE

THOUSAND FIVE HUNDRED THIRTY NINE

Only

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

24/03/21

Cheque Number

Bank Code

Account Number

Absa Bank Kenya PLC

14MB

Authorised Signature(s)

⑈ 1 269391 0300 131 14 00 1900 1520 ⑈

ALOIS KINGORO GICHANA

25/3/2022

BANKERS CHEQUE

 Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date: 24.03.2022

03-001

Pay ROSE MUKI MUTUKU KSh 135,539.00

Kenya Shillings ONE HUNDRED THIRTY FIVE THOUSAND FIVE HUNDRED THIRTY NINE Only

QUEENSWAY

0012001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

2405/21 Cheque Number Bank Code Account Number


Authorised Signatory(s)

⑈ 1 2697 11:0300 131:11 ⑈ 00 1900 1520 ⑈

ROSE MUKI MUTUKU
Mutuku - 25-03-2022

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001

Pay FRANCIS NGUNZE K.

KSh 131,539.00 =

Kenya Shillings ONE HUNDRED THIRTY FIVE THOUSAND
FIVE HUNDRED THIRTY NINE Only

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

24/06/21

Cheque Number

Bank Code

Account Number

Absa Bank Kenya PLC

Authorised Signature(s)

⑈ 12698810300131140019001520 ⑈

FRANCIS NGUNZE K.

25/3/2022

ngunze

BANKERS CHEQUE

 Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001

Pay PETER MWENGI NGUNZE KSh 135,539.00=

Kenya Shillings ONE HUNDRED THIRTY FIVE THOUSAND
FIVE HUNDRED THIRTY NINE Only

QUEENSWAY 0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

240521 Cheque Number Bank Code Account Number

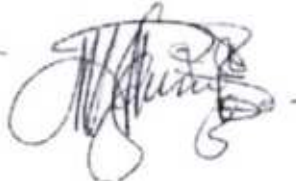
Absa Bank Kenya PLC



Authorised Signatures

⑈ 12698310300131140019001520 ⑈

Peter Mwengi Ngunze
07 22783991

25/03/2022 

BANKERS CHEQUE

Abisa Bank Kenya PLC
HEAD OFFICE NAIROBI

Date: 24.03.2022

03-001

Pay DAVID SYANDA KILINDO KSh 135,539.00

Kenya Shillings ONE HUNDRED THIRTY FIVE THOUSAND FIVE HUNDRED THIRTY NINE Only

QUEENSWAY 0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

240521 Cheque Number Bank Code Account Number

Abisa Bank Kenya PLC

Authorised Signature(s)

⑈ 12697410300131140019001520 ⑈

David Syanda Kilundo
0714272749
25/03/2022

303

441

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24-03-2022

03-001

Pay MICHAEL K. MUNANDI

KSh

67,769.00 =

Kenya Shillings SIXTY SEVEN THOUSAND, SEVEN

HUNDRED SIXTY NINE

Only

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

Cheque Number

Bank Code

Account Number

Absa Bank Kenya PLC

Authorised Signature(s)

⑈ 269401030013124⑈0019001520⑈

MICHAEL K. MUNANDI

25-3-2022

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date: 24/03/2022

03-001

Pay JOHN KIVULI

Ksh

135,539.00 =

Kenya Shillings

ONE HUNDRED THIRTY FIVE THOUSAND

FIVE HUNDRED THIRTY NINE

Only

QUEENSWAY

0012001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

24/05/21

Cheque Number

Bank Code

Account Number

Absa Bank Kenya PLC

Authorised Signature(s)

⑈ 1 2698 21:0300 131:14 ⑈ 00 1900 1520 ⑈

JOHN KIVULI

3 0797386508


Not


25/3/2022

305

443

BANKERS CHEQUE

 Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001


Pay DOMINIC NGURE KSh 67,769.00 =

Kenya Shillings SIXTY SEVEN THOUSAND
(SEVEN HUNDRED SEVENTY NINE Only
QUEENSWAY 0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

24/05/21 Cheque Number Bank Code Account Number

Absa Bank Kenya PLC



Authorised Signature(s)

⑈ 12693610300131110019001520 ⑈

DOMINIC NGURE
1872459
25/3/2022

306

444

BANKERS CHEQUE

Kenya Bank Kenya PLC
HEAD OFFICE NAIROBI

Date: 24.03.2022

03-001

Pay: MOHAMED SAID BUANA IMANI Ksh 135,539.00 =

Kenya Shillings ONE HUNDRED THIRTY FIVE THOUSAND
FIVE HUNDRED THIRTY NINE Only

QUEENSWAY

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

24/05/21 Cheque Number Bank Code Account Number

0019001520

Authorised Signature(s)

11 2698710300131140019001520

- Mohamed Said Buana Imani
- ID - 459004C
- Mobile - 0720-789-083
- Sigi - *[Signature]*

Note / I have received
in person.
25/03/2022

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001

Pay DAVID MIRERA WACHI

Ksh

67,769.00 =

Kenya Shillings

SIXTY SEVEN THOUSAND SEVEN

HUNDRED SIXTY NINE

Only

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

Cheque Number

Bank Code

Account Number

Absa Bank Kenya PLC

Authorised Signature(s)

⑈ 1 2 7 0 3 0 1 0 3 0 0 1 3 1 1 4 0 0 1 9 0 0 1 5 2 0 ⑈

David Mirera Wachi

12/10 0237849

25/3/2022

BANKERS CHEQUE

Abisa Bank Kenya PLC
HEAD OFFICE NAIROBI

Date 24.03.2022

03-001

Pay PETER KAROKI WAIRIUKO KSh 135,539.00 =

Kenya Shillings ONE HUNDRED THIRTY FIVE
THOUSAND FIVE HUNDRED THIRTY NINE Only.

QUEENSWAY

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

Cheque Number 0019001520 Bank Code 0019001520 Account Number 0019001520

Abisa Bank Kenya PLC

Authorised Signature(s)

⑈ 1 269351:0300 131:14 00 1900 1520 ⑈

PETER KAROKI WAIRIUKO 25/3/2022
ID NO 4817190 *Amaki*

BANKERS CHEQUE

Absa Bank Kenya PLC
HEAD OFFICE NAIROBI

Date: 24.03.2022

03-001

Pay: JOHN MUTUA MUTISYA

KSh 67 769.00 =

Kenya Shillings SIXTY SEVEN THOUSAND SEVEN HUNDRED SIXTY NINE

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

Cheque Number Bank Code Account Number

Authorised Signature(s)

269341030013140019001520

JOHN MUTISYA ID 5060295 25/3/2022


JM

310

448

BANKERS CHEQUE

 Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001


Pay DOUGLAS HARMION MALINGI Ksh 135,539.00 =

ONE HUNDRED THIRTY FIVE THOUSAND
FIVE HUNDRED THIRTY NINE Only

QUEENSWAY 0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

24/05/21 Cheque Number Bank Code Account Number


Authorised Signature(s)

⑈ 12699310300131110019001520 ⑈

DOUGLAS HARMION MALINGI
25/3/2022
Jimmis

Coy 037

BANKERS CHEQUE

Absa Bank Kenya PLC
HEAD OFFICE NAIROBI

Date: 24.03.2022

03-001

Pay: SUSAN RASMUS CHITECH

KSh 135,539.00 =

Kenya Shillings ONE HUNDRED THIRTY FIVE THOUSAND
FIVE HUNDRED THIRTY NINE

Only

QUEENSWAY

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

24/05/21

Cheque Number

Bank Code

Account Number

0012001520

Absa Bank Kenya PLC

Authorised Signature(s)

⑈ 126984⑈030013⑈14⑈0019001520⑈

SUSAN RASMUS CHITECH
0723792585
SRCHECH

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date: 24-03-2022

03-001

Pay THOMAS WAMBUA NGUY

KSh

67,769.00 =

Kenya Shillings SIXTY SEVEN THOUSAND

SEVEN HUNDRED SIXTY NINE Only

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

24/03/21

Cheque Number

Bank Code

Account Number

Authorised Signature(s)

⑈ 1 269381 0300 131 14 00 1900 1520 ⑈

THOMAS WAMBUA

25/03/2022

0722 354 973

313

451

BANKERS CHEQUE



Date 24.03.2022

Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



03-001

Pay LINUS BIRUNDU OMBUNA

KSh 67,769.00

Kenya Shillings SIXTY SEVEN THOUSAND
SEVEN HUNDRED SIXTY NINE

QUEENSWAY

0019001528

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

Cheque Number

Bank Code

Account Number

Absa Bank Kenya PLC

Authorized Signature(s)

12697310300131140019001520

LINUS BIRUNDU OMBUNA

24/3/22.

314

1452

BANKERS CHEQUE



Date 24/03/2022

Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



03-001

Pay NYAMBARI GA SILAS ONGIGE

Ksh

67,769.00 =

Kenya Shillings SIXTY SEVEN THOUSAND

SEVEN HUNDRED SIXTY NINE

Only

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

24/05/21

Cheque Number

Bank Code

Account Number

Absa Bank Kenya PLC

[Signature]

Authorised Signature(s)

⑈ 12698 110300 131 14 00 1900 1520 ⑈

25/3/2022 NYAMBARI GA SILAS ONGIGE
[Signature]

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date **24.03.2022**

03-001

Pay **ALPHONCE MWAVULA MWAKIZAI**

KSh **135,539.00**

Kenya Shillings **ONE HUNDRED THIRTY FIVE THOUSAND FIVE HUNDRED THIRTY NINE** Only

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

240521

Cheque Number

Bank Code

Account Number

Absa Bank Kenya PLC

[Signature]

Authorised Signature(s)

⑈ 1 2 7 0 0 8 1 0 3 0 0 1 3 1 1 4 0 0 1 9 0 0 1 5 2 0 ⑈

ALPHONCE MWAVULA MWAKIZAI

0711557859

31/3/22

[Signature]

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date: 25.03.2022

03-001

Pay DONAS KIRIGHA LOMBO

KSh

135,539.00=

Kenya Shillings ONE HUNDRED THIRTY FIVE

THOUSAND FIVE HUNDRED THIRTY NINE Only

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

Cheque Number

Bank Code

Account Number

Absa Bank Kenya PLC

[Signature]
Authorised Signature(s)

⑈ 1 2 7 0 3 8 1 0 3 0 0 1 3 1 1 4 0 0 1 9 0 0 1 5 2 0 ⑈

George Njogu 10567956 28/03/2022

BANKERS CHEQUE

Absa Bank Kenya PLC
HEAD OFFICE NAIROBI

Date 21.03.2022

03-001

Pay AGNES ALICE MUTHONI MBURU Ksh 67,769.00 =

Kenya Shillings SIXTY SEVEN THOUSAND
SEVEN HUNDRED SIXTY NINE Only

QUEENSWAY

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

24/05/21 Cheque Number Bank Code Account Number

0019001520

Absa Bank Kenya PLC

Authorised Signature(s)

⑈ 1 2 7 0 3 2 1 0 3 0 0 1 3 1 1 4 0 0 1 9 0 0 1 5 2 0 ⑈

George Njiru Gungu
1056 7956 28 103/2022

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001

Pay SAIDI AWADHI WAYU

Ksh

135,539.00 =

[Kenya Shillings ONE HUNDRED THIRTY FIVE THOUSAND

FIVE HUNDRED THIRTY NINE Only

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

24/05/21

Cheque Number

Bank Code

Account Number

Absa Bank Kenya PLC

[Signature]
Authorised Signature(s)

⑈ 1 269981 0300 131 14 00 1900 1520 ⑈

SAIDI AWADHI WAYU

0743294293

[Signature]

28/3/2022

319

457

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001

Pay PETER MIRINGU NIWAURA

KSh 67,769.00 =

Kenya Shillings SIXTY SEVEN THOUSAND

SEVEN HUNDRED SIXTY NINE

Only

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

Cheque Number

Bank Code

Account Number

Absa Bank Kenya PLC

Authorised Signature(s)

⑈ 1 269 291 0300 131 14 00 1900 1520 ⑈

George Njiru Guehl 28/03/2022
1056798

320

458

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001

Pay SIMON NDUNGU WANJERU

ksh 67,769.00 =

Kenya Shillings SIXTY SEVEN THOUSAND

SEVEN HUNDRED SIXTY NINE

Only

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

Cheque Number

Bank Code

Account Number

Absa Bank Kenya PLC

Authorised Signature(s)

⑈ 1 269781 0300 131 14 00 1900 1520 ⑈

George Njiru Ojwangi. 28/03/2022
10567556

BANKERS CHEQUE

 Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date: 24.03.2022

03-001

Pay BASHORA WACHU BAJADA Ksh 135,539.00 =

Kenya Shillings ONE HUNDRED THIRTY FIVE THOUSAND
FIVE HUNDRED THIRTY NINE Only

QUEENSWAY 0012001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

24/05/21 Cheque Number Bank Code Account Number


Authorised Signature(s)

⑈ 12698910300131140019001520 ⑈

BASHORA WACHU

01154521358

28/3/2022

Bain

322

460

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001

Pay GLORIA ANHUR NANGO

Ksh 135,639.00

Kenya Shillings ONE HUNDRED THIRTY FIVE THOUSAND
FIVE HUNDRED THIRTY NINE Only

QUEENSWAY

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

240521

Cheque Number

Bank Code

Account Number

Absa Bank Kenya PLC

Authorised Signature(s)

⑈ 1 2 7 0 1 2 1 0 3 0 0 1 3 1 1 4 0 0 1 9 0 0 1 5 2 0 ⑈

GLORIA MANGO

0740495897

28/3/2022

323

461

BANKERS CHEQUE

 Absa Bank Kenya PLC
HEAD OFFICE NAIROBI

Date: 24.03.2022

03-001

Pay PHILIP MUTUKU NYANZI

KSh 135,539.00

Kenya Shillings ONE HUNDRED THIRTY FIVE
THOUSAND FIVE HUNDRED THIRTY NINE Only

QUEENSWAY



This cheque must bear two authorised signatures if amount is over Ksh 100,000/=


Cheque Number Bank Code Account Number

2405021

0019001520

Authorised Signature(s)

⑈ 12697910300131140019001520 ⑈

PHILIP MUTUKU NYANZI
28/03/2022
0720.905483


324

462

BANKERS CHEQUE



Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



Date 24.03.2022

03-001

Pay RHODA MWIKALI NZOMO

KSh 135,639.00 =

Kenya Shillings ONE HUNDRED THIRTY FIVE

THOUSAND FIVE HUNDRED THIRTY NINE Only

QUEENSWAY

0019001520

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

240501

Cheque Number

Bank Code

Account Number

Absa Bank Kenya PLC

Authorised Signatures

⑈ 2697210300131140019001520 ⑈

Rhoda Mwikali Ngomo

0120723898

22/3/22

325

463

BANKERS CHEQUE



Date 22-03-2022

Absa Bank Kenya PLC
HEAD OFFICE NAIROBI



03-001

Pay LOURENCE KYALO NDUU

KSh = 71,106.00

Kenya Shillings SEVENTY
ONE HUNDRED AND SIX Only
QUEENSWAY

Not Exceeding
Not Negotiable

Absa Bank Kenya PLC

This cheque must bear two authorised signatures if amount is over Ksh 100,000/=

24/06/21

Cheque Number

Bank Code

Account Number

Authorised Signature(s)

⑈ 1 2 6 7 8 1 0 3 0 0 1 3 1 1 4 0 0 1 9 0 0 1 5 2 0 ⑈

22/3/22

Annexure: - 4 -

REPUBLIC OF KENYA
IN THE COURT OF APPEAL AT NARIOBI
CIVIL APPEAL NO E069 OF 2024

LAWRENCE NDUTU & 156 OTHERS =====APPELLANT
-VERSUS-
KENYA BREWERIES LIMITED =====RESPONDENT

*(Being an Appeal against the Ruling and order of the Honourable Justice A Ongeru in the
Milimani High Court Civil Case No. 279 of 2003 issued on 25th July 2023)*

BETWEEN

LAWRENCE NDUTU & 156 OTHERS=====PLAINTIFFS
VERSUS
KENYA BREWERIES LIMITED=====DEFENDANT

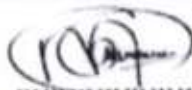
CERTIFICATE OF URGENCY

I, MANWA HOSEA, an advocate of the High Court of Kenya of Post Office Box Number 51847- 00200 NAIROBI practising as a partner of *Otwal & Mantwa Associate Advocates*, having conduct of this matter on behalf of the Appellants do hereby certify that the present Appeal as extremely urgent and merits immediate hearing, for the following reasons THAT:

1. On 25th July 2023 Hon. Justice Asenath Ongeru delivered a ruling dismissing the Appellants applications dated 21st August 2019 and 12th March 2020 *suo moto* on 26th May 2022 without providing any written reasons when the matter was indeed scheduled for mention.
2. The Appellant have been denied audience by the trial court, despite the Appellants being represented, the learned judge of the Superior Court on her own frolic conducted interviews on the Plaintiffs and proceeded to dismiss the Application for review whilst advising them to accept the judgment as it is.
3. Thereafter the Honourable Court rendered itself *functus officio* denying the appellant any other possible remedy by the Honourable Court denying the Plaintiffs their rights to fair trial.
4. The Appellants herein are **older members of the society** who were forcefully retired in the year 1997-2000 by the Respondent. Some of the Appellants are already deceased. The other appellants are growing old and weary calling for expeditious disposal of this appeal.
5. The upshot of the Ruling necessitated the appellants to approach this court to have the appeal set down for hearing as a matter of priority.
6. The Appellants are reasonably apprehensive that the Respondent will proceed and comply with the judgment to their detriment.

7. Unless this Honourable Court urgently sets down the appeal for hearing and the orders sought by the Appellants granted, the intended appeal will be rendered otiose.
8. That the urgency has been brought without unreasonable delay therefore this appeal ought to be heard expeditiously to avoid the appellants being thrown out from the temple and seat of justice unheard and which there is a high likelihood that further delay will heavily prejudice them.
9. It is therefore extremely urgent for this Court to hear this matter and grant the orders sought in the interest of justice.

Dated at NAIROBI this 7TH day of MARCH 2024



OTWAL & MANWA ASSOCIATE ADVOCATES
ADVOCATES FOR THE APPELLANT

DRAWN & FILED BY:

Otwal & Manwa Associates Advocates,
Mirage Towers, Tower 1 Ground Floor, Suite 9 Along Waiyaki Way.
P.O Box 51847-00100.
NAIROBI REF: OM/M/COMM/219/2021
Practice No. : LSK/2023/11209
Email: manwa@otwalmanwalaw.co.ke
Phone No : (+254)703 987006.

TO BE SERVED UPON:

Kaplan & Stratton Advocates
Williamson House, 9th Floor
4th Ngong Avenue
P.O. Box 40111-00100,
NAIROBI (PMG/KE/10/152)

Namada & Company Advocates
Woodlands Business Park, 4th Floor
Kiambere Road Upperhill
P.O Box 72881-00200
NAIROBI
J Harrision Kinyajui & Co Advocates
St Ellis House, 4th Floor, Suite 416
Wabera Street
P.o Box 10024-00100
NAIROBI

REPUBLIC OF KENYA
IN THE COURT OF APPEAL AT NARIOBI
CIVIL APPEAL NO E069 OF 2024

LAWRENCE NDUTU & 156 OTHERS =====APPELLANT
-VERSUS-
KENYA BREWERIES LIMITED =====RESPONDENT

*(Being an Appeal against the Ruling and order of the Honourable Justice A Ongeri in the
Milimani High Court Civil Case No. 279 of 2003 issued on 25th July 2023)*

BETWEEN

LAWRENCE NDUTU & 156 OTHERS=====PLAINTIFFS
VERSUS
KENYA BREWERIES LIMITED=====DEFENDANT

AFFIDAVIT IN SUPPORT OF THE URGENCY

I, MANWA HOSEA of P. O. Box 51847-00200 Nairobi in the Republic of Kenya do make oath and state as follows: -

1. **THAT** I am an Advocate of the High Court of Kenya and in conduct of this Appeal thus I am well conversant with the facts of this case and hence competent to make this affidavit in support of the urgency herein.
2. **THAT** on 25th July 2023 Hon. Justice Asenath Ongeri delivered a ruling dismissing the Appellants' dated 21st August 2019 and 12th March 2020 *suo moto* on 26th May 2022 without providing any written reasons when the matter was indeed scheduled for mention.
3. **THAT** as a result the Appellant have been denied audience/access of justice by the trial court. Despite the Appellants being represented, the learned judge of the Superior Court on her own volition conducted interviews on the Plaintiffs and proceeded to dismiss the Application for review whilst advising them to accept the judgment as it is.
4. **THAT** thereafter the Honourable Court rendered itself *functus officio* denying the appellants any other possible remedy by the Honourable Court further negating the Appellants their rights to fair trial.
5. **THAT** the Appellants herein are older members of the society who were forcefully retired in the year 1997-2000 by the Respondent. Some of the Appellants are already deceased. The other appellants are growing old and weary calling for expeditious disposal of this appeal.
6. **THAT** the upshot of the Ruling necessitated the Appellants to approach this court to have the appeal set down for hearing as a matter of priority.
7. **THAT** the Appellants are reasonably apprehensive that the Respondents will proceed and comply with the judgment to their detriment.

8. **THAT** unless this Honourable Court urgently sets down the appeal for hearing and the orders sought by the Appellants granted. The intended appeal will be rendered otiose.
9. **THAT** the urgency has been brought without unreasonable delay therefore this appeal ought to be heard expeditiously to avoid the Appellants being thrown out from the temple and seat of justice unheard and which there is a high likelihood that further delay will heavily prejudice them.
10. **THAT** it is therefore extremely urgent for this Court to hear this matter and grant the orders sought in the interest of justice.
11. **THAT** the appeal has overwhelming chances of Success.
12. **THAT** the substratum of the appeal will be obliterated if the urgency is not accorded and the appeal set down for expeditious hearing.
13. **THAT** the Respondents stand to suffer no prejudice if the urgency is accorded and the matter set down for hearing.
14. **THAT** it is therefore extremely urgent for this Court to hear this matter and grant the orders sought in the interest of justice.
15. **THAT** I swear this affidavit in support of the application filed herewith and what is stated herein is true and within my knowledge save for advice given to me sources whereof have been disclosed.

SWORN by the said
MANWA HOSEA

At Nairobi this 7th day of March 2024

BEFORE ME



COMMISSIONER FOR OATHS

Deponent

DRAWN & FILED BY:

Otwal & Manwa Associates Advocates,
Mirage Towers, Tower 1 Ground Floor, Suite 9 Along Waiyaki Way.
P.O Box 51847-00100.

NAIROBI REF: OM/M/COMM/219/2021

Practice No. : LSK/2023/11209

Email: manwa@otwalmanwalaw.co.ke

Phone No : (+254)703 987006.

TO BE SERVED UPON:

Kaplan & Stratton Advocates
Williamson House, 9th Floor
4th Ngong Avenue

P.O. Box 40111-00100,
NAIROBI (PMG/KE/10/152)

Namada & Company Advocates
Woodlands Business Park, 4th Floor
Kiambere Road Upperhill
P.O Box 72881-00200
NAIROBI

J Harrision Kinyajui & Co Advocates
St Ellis House, 4th Floor, Suite 416
Wabera Street
P.o Box 10024-00100
NAIROBI

REPUBLIC OF KENYA
IN THE COURT OF APPEAL AT NARIOBI
CIVIL APPEAL NO E069 OF 2024

LAWRENCE NDUTU & 156 OTHERS =====APPELLANT
-VERSUS-
KENYA BREWERIES LIMITED =====RESPONDENT

*(Being an Appeal against the Ruling and order of the Honourable Justice A Ongeru in the
Milimani High Court Civil Case No. 279 of 2003 issued on 25th July 2023)*

BETWEEN

LAWRENCE NDUTU & 156 OTHERS=====PLAINTIFFS
VERSUS
KENYA BREWERIES LIMITED=====DEFENDANT

NOTICE OF MOTION

**(Under Section 3A and 3B of the Appellate jurisdiction Act CAP 9 Laws of Kenya,
Rule 5(2)b 41 and 47 of the Court of Appeal Rules 2010 and all the enabling
provisions of the law)**

TAKE NOTICE that this Honourable Court will be moved on the..... day
of.....2024 at 9.00 O'clock in the forenoon or soon thereafter as Counsel can be
called at the hearing of an application on behalf of the Appellant for **ORDERS THAT:**

1. This application be certified as **very urgent** and service of the same upon the Respondents be dispensed with in the first instance and be heard on priority basis.
2. The Appellants appeal herein be set down for hearing on a priority basis
3. The Costs of this application be provided for.

WHICH APPLICATION is based on the **GROUND THAT:**

- a) On 25th July 2023 Hon. Justice Asenath Ongeru delivered a ruling dismissing the Appellants applications dated 21st August 2019 and 12th March 2020 *suo moto* on 26th May 2022 without providing any written reasons when the matter was indeed scheduled for mention.
- b) The Appellant have been denied audience/access to justice by the trial court, despite the Appellants being represented, the learned judge of the Superior Court on her own frolic conducted interviews on the Plaintiffs and proceeded to dismiss the Application for review whilst advising them to accept the judgment as it is.

- c) Thereafter the Honourable Court rendered itself *functus Officio* denying the appellant any other possible remedy by the Honourable Court denying the Plaintiffs their rights to fair trial.
- d) The Appellants herein are **older members of the society** who were forcefully retired in the year 1997-2000 by the Respondent. Some of the Appellants are already deceased. The other appellants are growing old and weary calling for expeditious disposal of this appeal.
- e) The upshot of the Ruling necessitated the appellants to approach this court to have the appeal set down for hearing as a matter of priority.
- f) The Appellants are reasonably apprehensive that the Respondents will proceed and comply with the judgment to their detriment.
- g) Unless this Honourable Court urgently sets down the appeal for hearing and the orders sought by the Appellants granted. The intended appeal will be rendered nugatory.
- h) That the urgency has been brought without unreasonable delay therefore this appeal ought to be heard expeditiously to avoid the appellants being thrown out from the temple and seat of justice unheard and which there is a high likelihood that further delay will heavily prejudice them.
- i) It is therefore extremely urgent for this Court to hear this matter and grant the orders sought in the interest of justice.

AND on the annexed affidavit of **MICHAEL KIMONYI**, and on such further and /or alternative grounds arguments and reasons as may be submitted at the hearing hereof.

Dated at NAIROBI this 7TH day of MARCH 2024



OTWAL & MANWA ASSOCIATE ADVOCATES
ADVOCATES FOR THE APPELLANT

DRAWN & FILED BY:

Otwal & Manwa Associates Advocates,
Mirage Towers, Tower 1 Ground Floor, Suite 9 Along Waiyaki Way.
P.O Box 51847-00100.

NAIROBI **REF: OM/M/COMM/219/2021**

Practice No. : LSK/2023/11209

Email: manwa@otwalmanwalaw.co.ke

Phone No :(+254)703 987006.

TO BE SERVED UPON:

Kaplan & Stratton Advocates
Williamson House, 9th Floor
4th Ngong Avenue
P.O. Box 40111-00100,

NAIROBI (PMG/KE/10/152)

Namada & Company Advocates
Woodlands Business Park, 4th Floor
Kiambere Road Upperhill
P.O Box 72881-00200

NAIROBI

J Harrision Kinyajui & Co Advocates
St Ellis House, 4th Floor, Suite 416
Wabera Street
P.o Box 10024-00100
NAIROBI

REPUBLIC OF KENYA
IN THE COURT OF APPEAL AT NARIOBI
CIVIL APPEAL NO E069 OF 2024

LAWRENCE NDUTU & 156 OTHERS =====APPELLANT
-VERSUS-
KENYA BREWERIES LIMITED =====RESPONDENT

*(Being an Appeal against the Ruling and order of the Honourable Justice A Ongeru in the
Milimani High Court Civil Case No. 279 of 2003 issued on 25th July 2023)*

BETWEEN

LAWRENCE NDUTU & 156 OTHERS=====PLAINTIFFS
VERSUS
KENYA BREWERIES LIMITED=====DEFENDANT

SUPPORTING AFFIDAVIT

I, MICHAEL KIMONYI of P. O. Box 51847-00200 Nairobi in the Republic of Kenya do make oath and state as follows: -

1. **THAT** I am one of the Appellants thus I am well conversant with the facts of this case and hence competent to make this affidavit in support of the urgency herein. *(Attached herewith and marked MK1 is a copy of consent)*
2. **THAT** on 24th January 2018 the Trial Court decreed that the Respondents' action of causing us the Appellants to take an early retirement was unlawful and in breach of the constitution and our contracts for employment as read together with the collective bargaining agreement. *(Attached herewith and marked MK2 is a copy of the Judgment)*
3. **THAT** in the aforementioned judgment, the Honourable Court awarded us the Appellants damages for loss of employment a sum equivalent to one 1 month's salary as at the time of employment and a refund of amounts withheld plus costs and interests.
4. **THAT** it is our interest and desire to pursue review to the Judgment dated 24th January 2018 without any further delay.
5. **THAT** I am advised by my advocates advise I verily believe to be true that the basis upon which we approached the Trial Court with an application for review is that there is a mistake of law or fact or glaring error apparent on the face of the Judgment and decree of the Court dated 24th January 2018.
6. **THAT** we filed two applications dated 21st August 2019 and 12th March 2020 seeking review of the Judgment and Transfer of the Matter to the Employment and Labour relations court. The two applications were scheduled for directions on 25th July 2023.

7. THAT on 25th July 2023 Hon. Justice Asenath Ongeru delivered a ruling dismissing the our Applications dated 21st August 2019 and 12th March 2020 *suo moto* on 26th May 2022 without providing any written reasons when the matter was indeed scheduled for mention. (*Attached herewith and marked MK3 is a copy of the ruling*)
8. THAT as a result we have been denied audience by the trial court. Despite the being represented, the learned judge of the Superior Court conducted interviews on us and proceeded to dismiss the Application for review whilst advising us to accept the judgment as it is and we be paid within 30 days.
9. THAT I am advised by my advocates advise I verily believe to be true that thereafter the Honourable Court rendered itself *functus officio* denying the us any other possible remedy by the Honourable Court further negating our their rights to fair trial.
10. THAT we are older members of the society whom we were forcefully retired by the Respondent in the years 1997-2000. We are growing old and weary thus calling for expeditious disposal of this appeal within our lifetimes.
11. THAT the upshot of the Ruling necessitated us to approach this court to have the appeal set down for hearing as a matter of priority.
12. THAT we are reasonably apprehensive that the Respondent will proceed and comply with the judgment to our detriment.
13. THAT unless this Honourable Court urgently sets down the appeal for hearing and the orders sought by the Appellants granted. The intended appeal will be rendered nugatory.
14. THAT I am advised by my advocates advise I verily believe to be true that the urgency has been brought without unreasonable delay therefore this appeal ought to be heard expeditiously to avoid us being thrown out from the temple and seat of justice unheard and which there is a high likelihood that further delay will heavily prejudice us.
15. THAT it is therefore extremely urgent for this Court to hear this matter and grant the orders sought in the interest of justice.
16. THAT I am advised by my advocates advise I verily believe to be true that the appeal has overwhelming chances of Success
17. THAT the substratum of the appeal will be obliterated if the urgency is not accorded and the appeal set down for expeditious hearing.
18. THAT the Respondents stand to suffer no prejudice if the urgency is accorded and the matter set down for hearing.
19. THAT it is therefore extremely urgent for this Court to hear this matter and grant the orders sought in the interest of justice.
20. THAT I swear this affidavit in support of the application filed herewith and what is stated herein is true and within my knowledge save for advice given to me sources whereof have been disclosed.

SWORN by the said

1

MICHAEL KIMONYI

At Nairobi this 7th day of March 2024

BEFORE ME



Deponent

DRAWN & FILED BY:

Otwal & Manwa Associates Advocates,
Mirage Towers, Tower 1 Ground Floor, Suite 9 Along Waiyaki Way.
P.O Box 51847-00100.

NAIROBI REF: OM/M/COMM/219/2021

Practice No. : LSK/2023/11209

Email: manwa@otwalmanwalaw.co.ke

Phone No : (+254)703 987006.

TO BE SERVED UPON:

Kaplan & Stratton Advocates

Williamson House, 9th Floor

4th Ngong Avenue

P.O. Box 40111-00100,

NAIROBI (PMG/KE/10/152)

Namada & Company Advocates

Woodlands Business Park, 4th Floor

Kiambere Road Upperhill

P.O Box 72881-00200

NAIROBI

J Harrision Kinyajui & Co Advocates

St Ellis House, 4th Floor, Suite 416

Wabera Street

P.o Box 10024-00100

NAIROBI

Annexure: "5"

J. Harrison Kinyanjui
LLB (NICO) Dip. In Law (KSL)

ST. ELLIS HOUSE
(FORMERLY MITCHELL COTTS HOUSE)

4TH FLOOR, SUITE 416
WABERA STREET
P.O. BOX 10024 GPO NAIROBI
CELL: 0734-733 659
TEL: 254-2-342070
FAX: 254-2-342071

email: greatharrison@yahoo.com

Our Ref: JHK/DM/3005/2012 Your Ref: NOT YET ADVISED
Date: APRIL 4TH, 2024

MR. LAWRENCE NDUTTU & OTHERS
NAIROBI

Dear Sir,/Madam,

**RE: COURT OF APPEAL CIVIL APPEAL NO. E069 OF 2024 &
HCC NO. 279 OF 2003
LAWRENCE NDUTTU & OTHERS vs. KENYA BREWERIES LIMITED**

We refer to the above and advise that we have been served with the above proceeding which the Court of Appeal has notified us has been certified as urgent. Please find attached the said application. As the responsible person kindly note to inform the rest of they who are in your list. Let us have your response not later than April 8th 2024 so that we lodge a response on time.

Thank you.

Very Sincerely,


J. HARRISON KINYANJUI & CO. ADVOCATES


Enclosure

(Motion in Court of Appeal Civil Appeal no. E069 of 2024 & Court of Appeal notification)

When Replying to this Mail Please cite our Reference

338

476


5/4/2024
L.C. Ndutu

Annexure:- "6"

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

LAWRENCE NDUTU & 156 OTHERS.....PLAINTIFFS/APPLICANTS

VERSUS

KENYA BREWERIES LTD.....DEFENDANT/RESPONDENT

MENTION NOTICE

TO

Kaplan & Stratton Advocates

Williamson House, 9th Floor

4th Ngong Avenue

P.O. Box 40111-00100,

NAIROBI (PMG/KE/10/152)

Email; ks@kapstrat.com

Namada & Co. Advocates

Jubilee Insurance House,

4th Floor

P O Box 72881-00200

NAIROBI

0711888678

Email; law@namadaadvocates.com

J Harrison Kinyanjui & Co Advocates

4th Floor, St. Ellis House,

Wabera Street,

NAIROBI

Phone: 0713 155709

Email: greatharrison@yahoo.com



TAKE NOTICE that this matter has been scheduled for **Mention** on **7TH March, 2023** at **9:00AM** in the forenoon or soon thereafter as the court may please.

TAKE FURTHER NOTICE that in default of your attendance on the said date and time the court may proceed to hear the matter *ex parte*, and such orders may be made as the court may deem fit to grant.

DATED at NAIROBI this 13TH day of FEBRUARY 2023



OTWAL & MANWA ASSOCIATES
ADVOCATES FOR THE PLAINTIFFS

DRAWN & FILLED BY: -

OTWAL & MANWA ASSOCIATES ADVOCATES,

Mirage Towers, Tower 1 Ground Floor, Suite 9 Along Waiyaki Way.

P.O Box 51847-00100.

NAIROBI. REF: OM/M/COMM/219/2021

Email: manwa@otwalmanwalaw.co.ke

Web: www.otwalmanwalaw.co.ke

Phone No :(+254)703 987006.

Annexure : '7'

**NAIROBI COA APPEAL NO E069/2024 LAWRENCE NDUTTU
& 156 OTHERS VERSUS KENYA BREWERIES LIMITED**

Apr 2 at 2:35 AM

[PrintRaw message](#)

clerk@otwalmanwalaw.co.ke

To: ks@kapstrat.com, greatharrison@yahoo.com, law@namadaadvocates.com

Cc: manwa@otwalmanwalaw.co.ke, chumo.kibet@otwalmanwalaw.co.ke

1 File 19.5MB [Download All](#)

- [PDF 20MB](#)

Application Under Urgency 7-3-2024 FINAL.pdf

[Download](#)

Dear Sirs,

Kindly find attached herewith the Appellant's Certificate of Urgency Application dated **7th March 2024** in the above matter.

TAKE NOTICE THAT by dint of this email, consider to have been duly served electronically pursuant to **Rule 13** of the **Electronic Case Management Practice Directions 2020**, as well as the provisions of **Order 5 Rule 22B** of the Civil Procedure (Amendment) Rules, 2020 which allows service of documents via email, together with **Section 1(B)(1)(e)** of the **Civil Procedure Rules, 2010**.

Your acknowledgment of the receipt of the aforementioned document will be appreciated for the purposes of our/court records.

Kind Regards,

Chumo Kibet.

MIRAGE TOWERS, GROUND FLOOR, TOWER 1, SUITE 9

T: +254 724088864; +254 734522800

E: info@otwalmanwalaw.co.ke

341

479

P.O BOX 51847 – 00200 NAIROBI.

CONFIDENTIALITY NOTICE; ATTORNEY-CLIENT PRIVILEGED; ATTORNEY WORK PRODUCT:

This message and the information contained in it is intended only for the personal and confidential use of the intended addressee. Emails and attachments received from us may be protected by the Attorney-Client privilege, as Attorney work-product or based on other privileges or provisions of law. If you are not an intended recipient of this email, do not read, copy, use, forward or disclose the email or any of its attachments to others. Instead, immediately notify the sender by replying to this email and then delete it from your system. We strictly prohibit any unauthorized disclosure, copying, distribution or use of emails or attachments sent by us. Otwal & Manwa Associates Advocates cannot guarantee that this message or any attachment is virus free, does not contain malicious code or is compatible with your electronic system and accordingly does not accept liability in respect of problems that you might experience arising from such incidences. Consider this an email foot disclaimer. Regards.

REPUBLIC OF KENYA
IN THE COURT OF APPEAL AT NARIOBI
CIVIL APPEAL NO E069 OF 2024

LAWRENCE NDUTU & 156 OTHERS =====APPELLANT
-VERSUS-
KENYA BREWERIES LIMITED =====RESPONDENT

*(Being an Appeal against the Ruling and order of the Honourable Justice A Ongeru in the
Milimani High Court Civil Case No. 279 of 2003 issued on 25th July 2023)*

BETWEEN

LAWRENCE NDUTU & 156 OTHERS=====PLAINTIFFS
VERSUS
KENYA BREWERIES LIMITED=====DEFENDANT

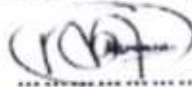
CERTIFICATE OF URGENCY

I, MANWA HOSEA, an advocate of the High Court of Kenya of Post Office Box Number 51847- 00200 NAIROBI practising as a partner of *Otwal & Manwa Associate Advocates*, having conduct of this matter on behalf of the Appellants do hereby certify that the present Appeal as extremely urgent and merits immediate hearing, for the following reasons THAT:

1. On 25th July 2023 Hon. Justice Asenath Ongeru delivered a ruling dismissing the Appellants applications dated 21st August 2019 and 12th March 2020 *suo moto* on 26th May 2022 without providing any written reasons when the matter was indeed scheduled for mention.
2. The Appellant have been denied audience by the trial court, despite the Appellants being represented, the learned judge of the Superior Court on her own frolic conducted interviews on the Plaintiffs and proceeded to dismiss the Application for review whilst advising them to accept the judgment as it is.
3. Thereafter the Honourable Court rendered itself *functus officio* denying the appellant any other possible remedy by the Honourable Court denying the Plaintiffs their rights to fair trial.
4. The Appellants herein are **older members of the society** who were forcefully retired in the year 1997-2000 by the Respondent. Some of the Appellants are already deceased. The other appellants are growing old and weary calling for expeditious disposal of this appeal.
5. The upshot of the Ruling necessitated the appellants to approach this court to have the appeal set down for hearing as a matter of priority.
6. The Appellants are reasonably apprehensive that the Respondent will proceed and comply with the judgment to their detriment.

7. Unless this Honourable Court urgently sets down the appeal for hearing and the orders sought by the Appellants granted, the intended appeal will be rendered otiose.
8. That the urgency has been brought without unreasonable delay therefore this appeal ought to be heard expeditiously to avoid the appellants being thrown out from the temple and seat of justice unheard and which there is a high likelihood that further delay will heavily prejudice them.
9. It is therefore extremely urgent for this Court to hear this matter and grant the orders sought in the interest of justice.

Dated at NAIROBI this 7TH day of MARCH 2024



OTWAL & MANWA ASSOCIATE ADVOCATES
ADVOCATES FOR THE APPELLANT

DRAWN & FILED BY:

Otwal & Manwa Associates Advocates,
Mirage Towers, Tower 1 Ground Floor, Suite 9 Along Waiyaki Way.
P.O Box 51847-00100.
NAIROBI. REF: OM/M/COMM/219/2021
Practice No. : LSK/2023/11209
Email: manwa@otwalmanwalaw.co.ke
Phone No : (+254)703 987006.

TO BE SERVED UPON:

Kaplan & Stratton Advocates
Williamson House, 9th Floor
4th Ngong Avenue
P.O. Box 40111-00100,
NAIROBI (PMG/KE/10/152)

Namada & Company Advocates
Woodlands Business Park, 4th Floor
Kiambere Road Upperhill
P.O Box 72881-00200
NAIROBI
J Harrision Kinyajui & Co Advocates
St Ellis House, 4th Floor, Suite 416
Wabera Street
P.o Box 10024-00100
NAIROBI

REPUBLIC OF KENYA
IN THE COURT OF APPEAL AT NARIOBI
CIVIL APPEAL NO E069 OF 2024

LAWRENCE NDUTU & 156 OTHERS =====APPELLANT
-VERSUS-
KENYA BREWERIES LIMITED =====RESPONDENT

*(Being an Appeal against the Ruling and order of the Honourable Justice A Ongeru in the
Milimani High Court Civil Case No. 279 of 2003 issued on 25th July 2023)*

BETWEEN

LAWRENCE NDUTU & 156 OTHERS=====PLAINTIFFS
VERSUS
KENYA BREWERIES LIMITED=====DEFENDANT

AFFIDAVIT IN SUPPORT OF THE URGENCY

I, MANWA HOSEA of P. O. Box 51847-00200 Nairobi in the Republic of Kenya do make oath and state as follows: -

1. THAT I am an Advocate of the High Court of Kenya and in conduct of this Appeal thus I am well conversant with the facts of this case and hence competent to make this affidavit in support of the urgency herein.
2. THAT on 25th July 2023 Hon. Justice Asenath Ongeru delivered a ruling dismissing the Appellants' dated 21st August 2019 and 12th March 2020 *suo moto* on 26th May 2022 without providing any written reasons when the matter was indeed scheduled for mention.
3. THAT as a result the Appellant have been denied audience/access of justice by the trial court. Despite the Appellants being represented, the learned judge of the Superior Court on her own volition conducted interviews on the Plaintiffs and proceeded to dismiss the Application for review whilst advising them to accept the judgment as it is.
4. THAT thereafter the Honourable Court rendered itself *functus officio* denying the appellants any other possible remedy by the Honourable Court further negating the Appellants their rights to fair trial.
5. THAT the Appellants herein are older members of the society who were forcefully retired in the year 1997-2000 by the Respondent. Some of the Appellants are already deceased. The other appellants are growing old and weary calling for expeditious disposal of this appeal.
6. THAT the upshot of the Ruling necessitated the Appellants to approach this court to have the appeal set down for hearing as a matter of priority.
7. THAT the Appellants are reasonably apprehensive that the Respondents will proceed and comply with the judgment to their detriment.

8. **THAT** unless this Honourable Court urgently sets down the appeal for hearing and the orders sought by the Appellants granted. The intended appeal will be rendered otiose.
9. **THAT** the urgency has been brought without unreasonable delay therefore this appeal ought to be heard expeditiously to avoid the Appellants being thrown out from the temple and seat of justice unheard and which there is a high likelihood that further delay will heavily prejudice them.
10. **THAT** it is therefore extremely urgent for this Court to hear this matter and grant the orders sought in the interest of justice.
11. **THAT** the appeal has overwhelming chances of Success.
12. **THAT** the substratum of the appeal will be obliterated if the urgency is not accorded and the appeal set down for expeditious hearing.
13. **THAT** the Respondents stand to suffer no prejudice if the urgency is accorded and the matter set down for hearing.
14. **THAT** it is therefore extremely urgent for this Court to hear this matter and grant the orders sought in the interest of justice.
15. **THAT** I swear this affidavit in support of the application filed herewith and what is stated herein is true and within my knowledge save for advice given to me sources whereof have been disclosed.

SWORN by the said
MANWA HOSEA

At Nairobi this 7th day of March 2024

BEFORE ME



COMMISSIONER FOR OATHS

Deponent

DRAWN & FILED BY:

Otwal & Manwa Associates Advocates,
Mirage Towers, Tower 1 Ground Floor, Suite 9 Along Waiyaki Way.
P.O Box 51847-00100.

NAIROBI. REF: OM/M/COMM/219/2021

Practice No. : LSK/2023/11209

Email: manwa@otwalmanwalaw.co.ke

Phone No : (+254)703 987006.

TO BE SERVED UPON:

Kaplan & Stratton Advocates
Williamson House, 9th Floor
4th Ngong Avenue

Annexure :- '8'

JHK/DM/3005/2012

NOT YET ADVISED

MARCH 18, 2022

MR. LOURENCE K. NDUTTU
MR. JAMES N. WARIOKO
MARY P. WAMBUGU
P.O. BOX 15409-00100
NAIROBI

Dear Sirs/Madam,

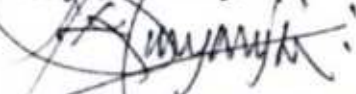
**RE: HCC NO. 279 OF 2003 - LAWRENCE NDUTTU & OTHERS vs.
KENYA BREWERIES LIMITED & DISBURSEMENT OF PART DUES**

We refer to the above and very much regret to note:

There are claims made by yourselves on behalf of either deceased or disabled Claimants. Without ANY documents to show the assignment of the payments to you, it will be unlawful for us to disburse these dues to persons other than the former employees or their personal representatives. We demanded proof of this authority and none has been furnished on us. There was the unresolved issue of the TOTAL number of deceased persons listed and who are entitled to receive dues. Every single occasion this matter is either avoided or never closed. This is untenable.

Finally we cannot remit dues to DISPUTED bank accounts or mpesa to doubtful recipients whose identity reveals a different name-owner. We received a number of complaints on amended Bank Account numbers on the list. We therefore can only pay dues by cheque. Thank you.

Very Sincerely,



J. HARRISON KINYANJUI & CO. ADVOCATES

347

485

Annexure "9"

JHK/DM/3005/2012

NOT YET ADVISED

JANUARY 16TH, 2024

ABSA BANK KENYA PLC LTD
QUEENSWAY HOUSE BRANCH
MAMA NGINA STREET
NAIROBI

Dear Sir/Madam,

**RE: CHANGE OF BENEFICIARIES' DETAILS IN ABSA BANKER'S
CHEQUE NO. 126944 FOR KSH. 67,769.00 DRAWN IN THE NAME OF
GORDON OTOLO NGOLO (A BENEFICIARY IN THE
SETTLEMENT OF HCC. NO. 279 OF 2003 -
LAWRENCE NDUTTU & OTHERS vs. KENYA BREWERIES LIMITED)
TO MESAIDI HAMADI JUMA BEING THE LEGAL REPRESENTATIVE**

We refer to the above and advise at the time we obtained the cited Banker's Cheque in the sum of Ksh. 67,769.00 (Kenya Shillings Sixty Seven Thousands Seven Hundred and Sixty Nine Only) from funds held in our Client's Account No. 2044308773 in your Queensway Branch arising from the settlement in the above case, the Banker's Cheque was drawn in the name of GORDON OTOLO NGOLO. We attach the original of the said Banker's Cheque for your records.

He is since deceased, and his son JOSHUA ODHIAMBO NGOLO (ID No.10008900) obtained a Grant of Representation in Siaya CM Succession Cause E190 of 2022 on 14th December 2023.

We enclose a copy of the Original Grant from the CM Court in Siaya for your records and confirmation. The Estate of the deceased delayed in securing the said Grant which was issued on 14th December 2023.

348

1

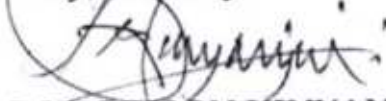
486

We noted that the said Banker's Cheque was drawn in the name of GORDON OTOLO NGOLO.

Accordingly we request that you re-issue the said Banker's Cheque in the name of JOSHUA ODHIAMBO NGOLO and any expenses arising will be borne by the said JOSHUA ODHIAMBO NGOLO.

Should any issue arise for clarification we shall be pleased to furnish you with the relevant information. Thank you.

Very Sincerely,



J. HARRISON KINYANJUI & CO. ADVOCATES

c.c. Client

Enclosure

(Grant of Representation in Siaya CM Succession Cause E190 of 2022 dated 14th December 2023 accompanying documents)



Annexure: 70

DIRECTORATE OF CRIMINAL INVESTIGATIONS

Page No.....

Police case No.....20.....

14/11/2023
St.Ellis House
4th floor
@ 1530hrs

IDNO.
JOHN HARRISON KINYAJUI
C/O J. HARRISON KINYAJUI & CO.ADVOAVTES
P.O BOX 10024 GPO
NAIROBI
Email address: greatharrison@yahoo.com
Tel: 0734-733659

CURRENT RESIDENCE: Kiambu County, Gatundu South

STATES IN ENGLISH AS FOLLOWS:

I am the above named male adult bearing the above particulars. I am a lawyer by profession having practiced for the last 25 years under the name style of M/S J. HARRISON KINYANJUI & CO. ADVOCATES, and I wish to state as follows:

Sometimes in the year 2003, I was requested by Gitobu Imanyara to represent a group of people (from about 1000 or so) who were formerly employees of Kenya Breweries in a civil matter HCCC NO.279 of 2003. The former employees had been laid off their work by their said employer and filed a Court case as they were dissatisfied.

I took up the matter for the 125 persons from Gitobu Imanyara Advocates and the representative of my group of people was one Lawrence Nduttu who would get all the communication in regard to the Court process and escalate it to his other colleagues I was representing. Others of the 1000 Claimants were represented by Namada and Co. Advocates and still others by O.P Ngoge Advocate. The Court process went on for a while with different Judges and on the 24th January 2018, Hon. Mr. Justice J.K Sergon made a Judgement on the matter where the former employees were to be compensated in which he held that the decision inter alia to lay off the employees was unlawful. The Defendant (KBL) was ordered to refund the plaintiffs (former employees) ksh 30,180,685 being the amount withheld filed by the firms of Namada and my firm.

350

488



DIRECTORATE OF CRIMINAL INVESTIGATIONS

Page No.....

Police case No.....20.....

14/11/2023
St.Ellis House
4th floor
@ 1530hrs

For the 125 people I represented, the amount remitted by KBL to our clients account was as follows:

- 1) Decremental sum of Kes 9,405,541/=
 - 2) Interest was 4,350,771.35/=
 - 3) Party and party cost was 1,000,000/=
- Totalling to Kes 14,756,312.35/=

After receipt of the said amount into my Client Account, I transferred Ksh. 1,000,000/= to my Office Account as my agreed fees (as stated by M/S Kaplan & Stratton advocates in their communication on the settlement), and left the balance thereof in my said Client Account.

I then requested Mr. Lawrence Nduttu to secure the services of an independent Accountant in order to calculate the netflows and the pro rated sums to the beneficiaries. He in turn stated to me that he would happy to work with my accountant Mr. Lawrence Karogo Thoithi to do all the calculations including the calculation of interest to be distributed pro rata to each person of the 125 I was representing as per the schedule of payment submitted in that regard from KBL Advocates M/S Kaplan & Stratton Advocates. There were other individuals of other Advocates who were not satisfied with the Judgement of Justice Sergon and sought to appeal.

This information was known to my clients and as per the Court of Appeal Rules Rule 77(1) thereof that indicates service of notice of appeal must be effected on every person affected. Accordingly as affected persons they were informed at all times that my law firm would appear in the Court of Appeal on their behalf in regard to the said Appeal.

The payment of one month salary as damages ordered by the Court was not remitted by KBL since there was already an appeal and have to wait till the determination of the appeal which is still pending.

My clients were agreeable with the earlier Court order and signed discharge vouchers from KBL and agreed to all the terms thereof and no further claim upon signing the same so that they could receive their stated dues as per the schedule from KBL.

I instructed formally in that regard and each of them processed the Discharge Voucher after explaining to them (through Mr. Lawrence Nduttu) the import thereof.

ACC

Subject

Re: SENATE COMMITTEE RESOLUTION ON MEDIATION AND REVIEW IN RELATION TO THE PETITION CONCERNING THE ALLEGED FAILURE BY KENYA BREWERIES LIMITED, KAPLAN & STRATTON ADVOCATES AND HARRISON KINYANJUI ADVOCATES TO PAY COMPENSATION AWARDED TO PETITIONERS

From harrison Kinyanjui <greatharrison@yahoo.com>

To dennis njagi <dennis.njagi@ag.go.ke>

Date Friday May 9, 2025 10:35:23 AM

Dear Mr. Njagi,

Thank you for the email.

The total sum remitted was for disbursements (photocopying of documents) was as per Imanyara & Co. Advocates agreement we had, that his Clients (the Claimants) meet the expenses to get the documents for filing copied and it was 55,000/=. This was paid in installments spread over time. As indicated earlier the scanning of documents would take time.

Very Kind Regards,
J. HARRISON KINYANJUI

On Thursday, May 8, 2025 at 10:12:23 PM GMT-8, <dennis.njagi@ag.go.ke> wrote:

Good morning Mr. Kinyanjui,

Further to the documents/information requested vide our letter dated 8th May 2025, kindly also clarify the total amount paid to yourself by the claimants for filing and other disbursements as alluded to during the meeting.

Kind regards.

Dennis N. Njagi
Principal State Counsel | Accredited Mediator
Advocates Complaints Commission
Cooperative Bank House, Haile Selassie Avenue, 20th Floor
P.O. Box 48048 - 00100, Nairobi
Email: dennis.njagi@ag.go.ke | Website: www.acc.go.ke

From: dennis <dennis.njagi@ag.go.ke>

To: greatharrison <greatharrison@yahoo.com>

Date: Thursday, 8 May 2025 7:11 PM EAT

Subject: SENATE COMMITTEE RESOLUTION ON MEDIATION AND REVIEW IN RELATION TO THE PETITION CONCERNING THE ALLEGED FAILURE BY KENYA BREWERIES LIMITED, KAPLAN & STRATTON ADVOCATES AND HARRISON KINYANJUI ADVOCATES TO PAY COMPENSATION AWARDED TO PETITIONERS

Good evening,

We write further to our meeting of today.

490

'~~11~~ 22A'

YOUR REFERENCE

SEN/DSEC/DISSC/SCLSW/2025/44

OUR REFERENCE

PMG/KE/10/172

DATE

08 May 2025

Commission Secretary
Advocates Complaints Commission
Office of the Attorney General &
Department of Justice
20th Floor, Cooperative Bank House
Haile Selassie Avenue
Nairobi

Dear Sir,

RE: Petition Concerning the Alleged Failure of Kenya Breweries Limited, Kaplan & Stratton Advocates, and Harrison Kinyanjui Advocates on Payment of Compensation Awarded to Petitioners

1. We refer to the above matter and to your letter dated 2nd May 2025.
2. Further to our submissions to the Senate Labour and Social Welfare Committee on 10th April 2025, and in accordance with the directions issued to the Advocates Complaints Commission, we respond as follows:
3. We reiterate the averments in our letter to the Commission dated 20th September 2023 (*enclosed*). Further to that, we note that the parties agreed to settle this matter in April 2018 following the Court's judgment. In a letter dated 29th March 2018, the Petitioners expressly accepted a payment of KES 9,405,541 in full and final settlement of the judgment. This agreement amounted to a waiver of any further claims, including the one month's salary that had been the subject of an intended appeal by KBL. KBL instructed us to pursue an appeal on the basis that each of the plaintiffs had been paid 4 months' salary. An additional 1 month salary would therefore amount to unjust enrichment. The parties chose to waive any additional claims to avoid prolonged litigation.
4. Following this agreement, their acceptance was formalised through the discharge vouchers which were signed by each claimant. Under the Discharge Vouchers, the Petitioners accepted immediate payment of the refund amounts. In turn, they undertook as follows:

"IN CONSIDERATION of the aforesaid payment I, my personal representative or any other person as my successor in title hereby release and discharge KBL, all its affiliated entities, directors, officers, employees, agents, successors or assigns from all claims or any further liability to me

arising from my former employment with KBL and in the Suit. I hereby waive my right to make any future claims for any amounts, expenses, losses, liabilities, rights, benefits or entitlements (whether known or unknown) that may be due to me from KBL or any such director, officer, employee, agent, successor or assign or otherwise whatsoever" [the signed discharge vouchers are all attached at pages 10 – 138 of our letter dated 20th September 2023]

5. This process was not initiated by KBL but was undertaken by the Petitioners' Advocate. During the Senate hearing on 10th April 2025, the Petitioners confirmed that they had been fully informed of the legal implications of executing the discharge and that they did so voluntarily.
6. As you are aware, a discharge voucher binds all parties and operates as a full discharge. In **Trinity Prime Investment Limited vs Lion of Kenya Insurance Company Limited [2015] eKLR** the Court of Appeal stressed the sanctity of a valid discharge voucher as follows:

"The execution of the discharge voucher, we agree with the learned judge, constituted a complete contract. Even if payment by it was less than the total loss sum, the appellant accepted it because he wanted payment quickly and execution of the voucher was free of misrepresentation, fraud or other. The appellant was thus fully discharged."

7. In his submission before the Senate (*enclosed*), Mr. Kinyanjui emphatically confirmed that his clients were made aware of the nature of the discharge vouchers and their legal effect. In the letter, he states:

"11. No one compelled ANY of the Claimants to execute the Discharge Vouchers which enabled payments of what they were demanding from Kenya Breweries Limited. Mr. Lawrence Nduttu was tasked by the Hon. Lady Justice Ang'awa with representing the Claimants hence Mr. Lawrence Nduttu by order of the Court in the cited suit thus arranged for each of them to be furnished with a copy of their respective Discharge Voucher from Kenya Breweries' advocates on record M/S. Kaplan & Stratton Advocates, and each of them executed the same.

12. Was ANY of them placed under the barrel of a gun to execute the same, or tortured, or subjected to ANY form of duress or compulsion? Were ANY of them subjected to ANY form of coercion by myself or ANY employee in my law firm? NO!!!!

13. They each voluntarily and without any compulsion executed the same after being informed by Lawrence Nduttu and myself of the contents and ramifications thereof.

...

14. It was on the bases (sic) of these Discharge Vouchers that the pro-rated sums were remitted to THEM. NONE of the said persons REJECTED the cheques, or even received ANY of the cheques on a without prejudice basis.

...

16. Each of the said persons under our representation READ and UNDERSTOOD what the Discharge Vouchers stated BEFORE executing the same." (Emphasis and capitalisation in the original).

8. Further to this, on 11th January 2022, the advocates executed a consent confirming that the Petitioners listed in the attached payment schedule had agreed to a settlement (enclosed). In subsequent proceedings, Counsel informed the Court that the matter had been fully resolved. Specifically, on 27th April 2023, parties appeared before the Honourable Justice A.N. Ongeru. Mr. Kinyanjui submitted as follows:

"I have been in this case for a long time. ...

I do not mean in any way to demean my learned friend. This case is finalized."

(Emphasis supplied) (extract from the proceedings enclosed).

9. As you also aware, a consent letter signed by counsel is binding on all parties. This has been confirmed in the employment context by the Court of Appeal in **Board of Trustees National Social Security Fund v Micheal Mwalo [2015] KECA 782 (KLR)**, where it stated:

"A consent order entered into by counsel is binding on all parties to the proceedings and cannot be set aside or varied unless it is proved that it was obtained by fraud or collusion or by an agreement contrary to the policy of the court..."

10. We would like to draw the Advocates Complaint Commission's attention to the fact that there is currently no ongoing litigation between the Petitioners and either KBL or Kaplan & Stratton in relation to this matter. This can be confirmed by the court file. The only outstanding issues relates to Plaintiffs represented by the firm of Namada & Company Advocates. This can be confirmed by the Court file which shows that Mr. Kinyanjui was not present or represented when the matter was last in Court on 23rd April and 6th May 2025.
11. Consequently it is KBL's position that:
- a) The Petitioners have misled the Senate in an attempt to intimidate and pressure KBL into making further payments which are no longer due and owing.

- b) The Petitioners voluntarily executed the discharge vouchers in full and final settlement, thereby waiving all further claims against Kenya Breweries Limited.
- c) The Petitioners' Advocate executed a consent which formally marked the matter as settled.
- d) Both the Petitioners' and Respondent's Advocates informed the Court that the matter had been finalised.
- e) The actions by the Petitioners are aimed at extending proceedings beyond what was concluded potentially indicating bad faith considering their prior acceptance of the Discharge Vouchers' terms.

Please find attached the following documents in support of our position:

- a) A copy of our letter dated 20th September 2023 [**Pages 1 – 3**];
- b) A copy of the Petitioner's letter accepting the settlement offer, dated 29th March 2018 [**Pages 4 – 9**];
- c) A copy of the Respondent's letter seeking clarification on the finality of the settlement, dated 10th April 2018 [**Page 11**];
- d) A copy of the Petitioner's letter dated 5th June 2018, forwarding the executed discharge vouchers [**Page 12**];
- e) A copy of the Respondent's letter forwarding the consent and the settlement payment schedule dated 20th December 2021 [**Pages 13 – 15**];
- f) A copy of the signed consent dated 11th January 2022 [**Page 16**];
- g) A copy of the Petitioner's advocate's letter dated 17th February 2021, requesting a mention to confirm settlement [**Page 17**];
- h) Extract from the Court Proceedings [**Pages 18 – 19**];
- i) A copy of Harrison Kinyanjui's letter to Senate dated 8th April 2025 [**Pages 20 – 39**].

Yours faithfully,



P. M. Gachuhi
KAPLAN & STRATTON
Encl. listed above

Cc: Client

Kaplan Stration Advocates

Williamson House
4th Avenue Ngong
P.O. Box 40111 - 00100
Nairobi, Kenya

www.kaplanstratton.com
Email: KS@kapstrat.com
VAT No. 00112780 PIN P0306155415

T: (0) 20 2841000
(0) 20 2733819
M: (0) 722 205782/3
(0) 733 699012/3
Intl. Code: +254
DZ No. 19

YOUR REFERENCE:

CC/PE/FEB/23/26

OUR REFERENCE:

PMG/KE/10/172

DATE:

20 September 2023

Commission Secretary
Advocates Complaints Commission
Office of the Attorney General &
Department of Justice
20th Floor, Cooperative Bank House
Haile Selassie Avenue
Nairobi

Attn: Kipng'eno K.K.

Dear Sir

HCCC No.279 of 2003

Lawrence Ndutu & Others vs Kenya Breweries Limited



We refer to your letter dated 5th June 2023 (received at our offices on 4th September 2023) seeking information in the above matter in which we act for **Kenya Breweries Limited**.

By way of background, although the matter was filed in 2003, it was substantially delayed in Court as a result of a representation dispute between some of the plaintiffs and their former advocate, O.P. Ngoge. O.P. Ngoge continued filing interlocutory applications which led to an appeal to the Court of Appeal. The issue was eventually settled by the Supreme Court in the precedent setting decision of **Lawrence Ndutu & 6,000 Others v Kenya Breweries Limited & Another** [2012] eKLR delivered on 4th October 2012.

The matter proceeded for hearing on 3rd October, 22nd November 2016 and 10th July 2017 with the Plaintiffs being represented by three individual law firms – J. Harrison Kinyanjui & Company Advocates, Namada & Company Advocates, and O.P. Ngoge & Company Advocates. After full hearing, the judgment was delivered by the Hon. Justice Serگون on 24th January 2018. In summary, the Court, at paragraph 20, ordered as follows:

- A declaration that the Plaintiffs' early retirement was in breach of the constitution and their terms of employment;
- The Defendant to pay the Plaintiffs one months' salary as damages for loss of employment;
- The Defendant to refund the Plaintiffs the sums of KES 30,180,685 in the following proportions:

Plaintiffs represented by Namada & Company Advocates	KES 20,775,144
--	----------------

495

Plaintiffs represented by J. Harrison Kinyanjui & Company Advocates	KES 9,405,541
---	---------------

- d) The above sums to bear interest from the date of judgment till payment in full;
- e) The Defendant to bear the costs of the suit.

Following delivery of judgment, Mr. Kinyanjui sent us a letter dated 29th March 2018 demanding payment of the sums awarded to his clients through his client account. Mr. Kinyanjui also sent discharge vouchers signed by all his clients through a letter dated 4th July 2018. Each of the plaintiffs confirmed that receipt of the sums outlined would be in "full and final settlement" of the above matter.

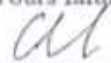
In addition, the firm of HK advocates was paid a sum of **KES 1,000,000** being the party and party costs together with interest accrued on the decretal sum up to 31st November 2021. This was confirmed in our letter of 20th December 2021 which also forwarded a consent to mark the suit as settled with regard to Mr. Kinyanjui's clients. Mr. Kinyanjui responded to this letter on 12th January 2022 and forwarded the signed consent. We subsequently paid the sum of **KES 14,756,312.35** to Mr. Kinyanjui's account on 21st January 2022 by way of RTGS transfer broken down as follows:

Description	Amount in KES
Decretal Sum in terms of the judgement delivered on 24 th January 2018	9,405,541.00
Interest up to 31 st November 2021	4,350,771.35
Party and party costs	1,000,000.00
Total	KES 14,756,312.35

We have seen a letter from Mr. Kinyanjui to some of his clients dated 10th November 2022 referring to the existence of an appeal by some of Mr. Namada's clients. We note that this appeal did not in any way affect Mr. Kinyanjui's clients. As at this date, we had already paid the decretal sum to Mr. Kinyanjui as outlined above. Additionally, Mr. Kinyanjui's clients accepted the Court's decision and did not file an appeal. The appeal was eventually struck out with costs by a ruling dated 3rd February 2023. Our client has paid the bulk of the decretal sum awarded to Mr. Namada's clients and is working on concluding the balance.

We have enclosed a paginated bundle with all the relevant correspondence and documentation. We are available to make any clarification or provide any additional information or assist the commission in any manner required to resolve this issue.

Yours faithfully


for P.M. Gachuhi
KAPLAN & STRATTON

Encl: 1) Letter dated 29th March 2018 from J. Harrison Kinyanjui & Company Advocates [Pages 1 – 8]
2) Letter dated 4th July 2018 from J. Harrison Kinyanjui & Company Advocates forwarding discharge vouchers [Pages 9 – 138]

- 3) Letter dated 20th December 2021 from Kaplan & Stratton Advocates [Pages 139 – 148]
- 4) Letter dated 12th January 2022 from J. Harrison Kinyanjui & Company Advocates attaching signed consent. [Pages 149 – 150]
- 5) Request for RTGS Transfer dated 21st January 2022 [Page 151].
- 6) Copy of email from ABSA Bank confirming transaction. [Pages 152 – 153]
- 7) Letter dated 10th November 2022 from J. Harrison Kinyanjui & Company Advocates. [Page 154]
- 8) Ruling in Nairobi Civil Application No. E089 of 2021 [Pages 159 – 163]
- 9) Judgment in Nairobi HCC 279 of 2003 [Pages 164 – 225]

Cc: Client

J. HARRISON KINYANJUI
& CO. ADVOCATES

J. Harrison Kinyanjui
LLB (HCC) Dip. in Law (KSL)

ST. ELLIS HOUSE
(FORMERLY MITCHELL COTTAGE HOUSE)
4TH FLOOR, SUITE 416
WAIKERRA STREET
P.O. BOX 10024 GPO NAIROBI
CELL: 0734-733 659
TEL: 254-2-342070
FAX: 254-2-342071
email: greatharrison@yahoo.com

Our Ref: JHK/DM/3005/2012

Your Ref: NOT YET ADVISED

Date: MARCH 29TH, 2018,

KAPLAN & STRATTON ADVOCATES
WILLIAMSON HOUSE, 4TH NGONG AVENUE
NAIROBI

Dear Sir,



RE: SETTLEMENT OF DUES AS ORDERED — KSH. 9,405,541/=
NAIROBI HCC NO. 279 OF 2003 LAWRENCE NDUTTU & OTHERS vs KENYA
BREWRIES

We refer to the above and the Judgement of Hon. Mr. Justice Serگون herein dated 24th January 2018.

We request that you remit the sum of Ksh. 9,405,541/= as per the annexed Schedule. In settlement of the claim as ordered by the Court, please remit the said sums to our client account for onward transmission to our clients. Our client account details are as follows:

ACCOUNT NAME: J. HARRISON KINYANJUI & CO. ADVOCATES,
CLIENT ACCOUNT

BANK: BARCLAYS BANK OF KENYA LTD

BRANCH: QUEENSWAY BRANCH, NAIROBI

ACCOUNT NUMBER: 094 - 1102751

We shall acknowledge your discharge upon the receipt of the settlement. Thank you.

Very Sincerely,

J. Harrison Kinyanjui
J. HARRISON KINYANJUI & CO.

c.c. Clients

Enclosure (Schedule)

Please Reply to this Mail Please do not Print or

IN ATTORNEY GENERAL'S
OFFICE OF NOTICE
EXAMINER'S CHAMBERS
21 SEP 2023

1
4

498

12. SEP 2023

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

LOURENCE K. NDUTTU & 124 OTHERS PLAINTIFFS

-VERSUS-

KENYA BREWERIES LTD DEFENDANT

SCHEDULE OF PAYMENT

NO	NAME	COY NO.	BASIC	HOUSE ALLOWANCE	AMOUNT DUE (REFUNDABLE DEPOSIT)
1	LAWRENCE KYALO NDUTU	0542	18,994/=	3,280/=	50,000/=
2	GORDON OTOLO NGOLO	4053	17,357/=	2,420/=	50,000/=
3	JAMES NGINGA WAIRIOKO	4022	28,131/=	4,171/=	50,000/=
4	GEORGE NJOROGE NJIGU	1917	13,305.65/=	3,280/=	50,000/=
5	JAMES SAIYALEL SUIYANGA	1740	17,205/=	4,171/=	50,000/=
6	PHILIP KINYANJUI GITHI	2575	19,577/=	4,171/=	50,000/=
7	CHARLES MWANGI GAKOMO	3837	36,966/=	6,295/=	50,000/=
8	MARY PHILOMENA W. WAMBUGU	6322	27,715/=	46,643/=	100,000/=
9	STEPHEN MWANGI WERU	5159	13,687/=	13,590/=	50,000/=
10	THOMAS O. AMWOMA	3062	29,563/=	4,171/=	50,000/=
11	ANDREW MONAYO NY ARIBO	2242	18,634	2,420/=	50,000/=
12	DANIEL MUINDUKO	2304	31,507/=	6,295/=	50,000/=

Schedule of Payment

25

499
667

36

500

	MAWATHE				
13	HILARY FRANCIS MBURU	6004	28,975/=	22,806/=	100,000/=
14	DAVID N. KINUTHIA	6989	36,192/=	51,316/=	100,000/=
15	EDWARD MBUGUA GITAU	7113	15,854/=	3,280/=	50,000/=
16	SIMON MAINA GATHERU	2213	22,583.60/=	4,053/=	50,000/=
17	JULIUS GIKONYO KAMAU	3265	18,634/=	4,771/=	50,000/=
18	JULIUS MWANGI KAMBIA	1643	18,263/=	3,290/=	50,000/=
19	MUIRURI M. KARUGU	510	11,876/=	2,420/=	50,000/=
20	JACOB AGALE OWAK	4610	12,794/=	2,420/=	100,000/=
21	ALICE NIERI GATHUNGU	0079	22,615/=	4,053/=	52,650/=
22	JAMES MATUNDA SAISI	7333	18,782/=	4,171/=	50,000/=
23	MARLETTA N. MUTISYA	240	15,040/=	2,420/=	50,000/=
24	PETER IRUNGU MWANGI	7236	12,183/=	2,420/=	50,000/=
25	JUSTUS KAKUSU MATHEKA	0573	31,507/=	6,105/=	50,000/=
26	NZUKI MUTISYA NDOLO	1946	31,298/=	4,171/=	50,000/=
27	PETER MIRINGU MWAUURA	5094	27,732/=	45,571/=	50,000/=
28	JULIUS M. MULWA	4557	24,019/=	3,295/=	100,000/=
29	MOSES M. MACHIRA	5510	27,773/=	45,571/=	100,000/=
30	HERUSHA NYABOKE	869	18,652/=	2,420/=	100,000/=
31	MAKMEI WAIGANJO	882	14,054/=	3,280/=	50,000/=
32	JAMES MWANGI KABUE	5785	14,054/=	3,280/=	50,000/=
33	MOSES OTENO NDOLO	1369	21,548/=	3,280/=	50,000/=
34	JOHN MUTUA MUTISYA	2643	16,761/=	4,171/=	50,000/=
35	FATUMA GATI CHACHA	4288	7,152/=	2,420/=	50,000/=
36	PETER KAROKI WAIRUKO	7203	14,030/=	3,290/=	100,000/=
37	DOMINIC NGURE	1159	30,930/=	5,618/=	50,000/=
38	TIMOTHY LOKI MATHEA	5197	27,732/=	45,577/=	100,000/=
39	JOHN KANYI NJOROGE	399	19,622/=	3,290/=	50,000/=
40	THOMAS WAMBUA NGUI	0300	30,486.50/=	57,441.64/=	50,000/=

Schedule of Payments

41	CHRISTINE NDUKU	5404	14,054/=	3,280/=	100,000/=
42	ALOIS KINCORO GICHANA	1725	28,983/=	3,280/=	100,000/=
43	MICHEAL K. MUNANDI	4355	153,200/=	2,440/=	100,000/=
44	ROSE MUENI MUTUKU	4091	26,968/=	4,270/=	100,000/=
45	RHODA MWIKALI NZOMO	5586	21,808/=	41,100/=	100,000/=
46	ANTHONY MWANZIA KILONZO	4120	19,868/=	3,290/=	50,000/=
47	JOSEPH KOKOYO OGWAYO	3087	27,580/=	6,003.75/=	100,000/=
48	ANDREW KAMAU GATEJE	5864	21,180/=	31,000/=	100,000/=
49	GEORGE WAWERU MWANGI	6023	14,564/=	2,672/=	100,000/=
50	LINUS BIKUNDU OMBUNA	3746	19,330/=	3,250/=	50,000/=
51	NZIOKI NDUNDA	956	11,310/=	3,290/=	50,000/=
52	DAVID SYANDA KILUNDO	600	13,744.87/=	3,290/=	100,000/=
53	GIDEON OMBURA OUMA	3788	41,640/=	10,133/=	100,000/=
54	WAMBUA MBELEZI	2806	16,551/=	2,440/=	100,000/=
55	LAWRENCE MWANGI IRERI	1140	22,101.70/=	4,171/=	50,000/=
56	SIMON NDUNGU WANYEKE	1885	17,253/=	4,171/=	50,000/=
57	EDWARD MUI	3970	12,436/=	4,171/=	100,000/=
58	PHILIPH MUTUKU NYANZI	2326	14,722.50/=	4,171/=	100,000/=
59	EVELYNE P. A. OYWA	3717	41,264/=	5,295/=	50,000/=
60	NYAMBARIGA SILAS ONGIGE	2674	24,079/=	3,290/=	50,000/=
61	JOHN KIVULI	7926	11,725/=	3,290/=	100,000/=
62	PETER MWENGI NGUNZE	5642	20,696/=	28,000/=	100,000/=
63	SUSAN RASMAS CHITECH	7986	12,319.19/=	3,290/=	100,000/=
64	JOHN MUCHEMI IKANYA	5964	34,741/=	57,465/=	100,000/=
65	ROBERT M. NJULU	7950	9,467.31/=	2,045/=	50,000/=
66	DAVID NDALINGA	2846	19,765.84/=	3,290/=	50,000/=

Schedule of Payment

	MUTUVI				
67	JUMA MOHAMED KIDANGA	7932	11,728.58/=	2,852/=	100,000/=
68	MOHAMMED SAID BWANA IMANI	7807	21,433.37/=	4,547/=	100,000/=
69	GIDEON K. MWENGI	436	33,491.22/=	5,605/=	100,000/=
70	FRANCIS NGUNZE K.	122	20,961.10/=	2,420/=	100,000/=
71	DOROTHY MBEKE SHENYE	6307	21,084/=	31,000/=	50,000/=
72	MAURICE SAKWA	4331	12,198/=	2,420/=	50,000/=
73	STANLEY G. KENGARA	7132	21,622/=	3,290/=	50,000/=
74	BARSHORA WACHU BAJARA	1874	20,345.50/=	3,290/=	100,000/=
75	GEORGE S. MSHEDI	7761	36,653.72/=	5,605/=	100,000/=
76	DZOMBO CHARLES MBURA	0506	23,899.50/=	4,605/=	100,000/=
77	JEREMIAH MUNZAA	7964	12,319.66/=	3,752/=	100,000/=
78	DOUGLAS HARMTON MALINGI	037	8,824.60/=	2,441/=	100,000/=
79	HAMAD JUMA MWANGUPU	7726	13,936.60/=	2,800/=	100,000/=
80	LEONARD DUME MBOGA	7709	25,533.18/=	4,627/=	100,000/=
81	DAVID MAZERA JOHN	7900	12,349.82/=	3,752/=	100,000/=
82	JOSEPHINE CHEZEZ NDO SHO	441	13,492.40/=	3,290/=	100,000/=
83	SAIDI AWADHI AWAYU	3400	11,483.20/=	1,628/=	100,000/=
84	DARIUS KILAMBO	7886	15,793.76/=	2,627/=	50,000/=
85	DONAS KIRICHA LOMBO	2915	15,503.31/=	2,627/=	100,000/=
86	RACHEL V. W. KEAR	7839	20,789.84/=	2,832/=	100,000/=
87	DILTON PASCAL KITATU	0502	17,106.94/=	2,340/=	100,000/=
88	BONIFACE MUTUKU NDAKA	7868	20,974.56/=	3,627.02/=	100,000/=
89	KIMANI NGERE WAITITU	7759	25,605.34/=	3,527/=	100,000/=

Schedule of Payment

90	ZIPORAH DENA FUKWE	0462	15,793.76/=	2,627/=	100,000/=
91	KENA H. KOMORA	0648	18,591.65/=	3,627/=	100,000/=
92	CONSTANTIUS MWAKIO MAGHANGA	4360	10,551/=	2,105/=	50,000/=
93	M. ASHODI M. NGIMI KONGONINGA	7901	11,206.10/=	2,360/=	50,000/=
94	OCHIENG OMOLLO	5136	28,975/=	23,813/=	152,891/=
95	ALPHONCE MWAVULA MWAKIZAI	0585	7,780/=	1,200/=	100,000/=
96	BERNICE WANGECHI KING'ORI	5658	43,623.20/=	25,000/=	100,000/=
97	GIBSON WANJHIA M.	3878	19,118/=	3,280/=	50,000/=
98	MWANGI WAMBUGU	1014	7780.01/=	1,200/=	50,000/=
99	ANDREW KENGA'RA MAIGO	724	7,780.01/=	1,200/=	50,000/=
100	GLORIA AWUOR MANGO	5403	14,054.50/=	3,280/=	100,000/=
101	REUBEN MBIU MWATINGU	696	12,500/=	2,420/=	50,000/=
102	BOOKER AWIMBO OGUTU	2263	18,267/=	2,420/=	50,000/=
103	JECONIAH ORONJE OWUOR	3227	18,267/=	2,420/=	50,000/=
104	BEATRICE M. KILIO	7762	22,143.54/=	2,852.02/=	100,000/=
105	ASHFORD M. AYUBU	7945	14,670.98/=	2,105/=	100,000/=
106	VICTOR MTUANGUO	3111	10,809.85	2,105/=	100,000/=
107	NARISIS M. MTULA	7851	14,024/=	2,105/=	100,000/=
108	WILSON NJUKI MAARA	5327	30,211.20/=	4,171/=	100,000/=
109	CHARLES KIMANI KABUGUA	1266	38,879/=	6,296/=	50,000/=
110	GABRIEL MAINA WAIRE	5119	32,247/=	6,296/=	100,000/=
111	PATRICK NDEGE MUGANE	1694	14,500/=	6,636/=	50,000/=
112	WALLACE SHAKE	4433	4,916/=	2,441/=	100,000/=

J. HARRISON KINYANJUI
& CO. ADVOCATES

J. Harrison Kinyanjui
LLB (NBO) Dip. In Law (KSL)

ST. ELLIS HOUSE
(FORMERLY MITCHELL COTTIS HOUSE)
4TH FLOOR, SUITE 416
WABERA STREET
P.O. BOX 10024 GPO NAIROBI
CELL: 0734-753 659
TEL: 254-2-342070
FAX: 254-2-342071
email: jreatharrison@yahoo.com

Our Ref: JHK/DM/3005/2012

Your Ref: NOT YET ADVISED

Date: MARCH 29TH, 2018,

KAPLAN & STRATTON ADVOCATES
WILLIAMSON HOUSE, 4TH NGONG AVENUE
NAIROBI

Dear Sir,



RE: SETTLEMENT OF DUES AS ORDERED – KSH. 9,405,541/=
NAIROBI HCC NO. 279 OF 2003 LAWRENCE NDUTTU & OTHERS vs KENYA
BREWRIES

We refer to the above and the Judgement of Hon. Mr. Justice Serگون herein dated 24th January 2018.

We request that you remit the sum of Ksh. 9,405,541/= as per the annexed Schedule. In settlement of the claim as ordered by the Court, please remit the said sums to our client account for onward transmission to our clients. Our client account details are as follows:

ACCOUNT NAME: J. HARRISON KINYANJUI & CO. ADVOCATES,
CLIENT ACCOUNT

BANK: BARCLAYS BANK OF KENYA LTD

BRANCH: QUEENSWAY BRANCH, NAIROBI

ACCOUNT NUMBER: 094 - 1102751

We shall acknowledge your discharge upon the receipt of the settlement. Thank you.

Very Sincerely,

J. HARRISON KINYANJUI & CO.

c.c. Clients

Enclosure (Schedule)

When Replying to this Mail Please use our Reference

504

YOUR REFERENCE:

PMG/KE/10/172

10 April 2018

J. Harrison Kinyanjui & Co. Advocates
St Ellis House
4th Floor, Door 416
Wabera Street
NAIROBI

Dear Sirs,

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

Thank you for your letter dated 29th March 2018.

We should be grateful if you could please clarify the following:

1. Whether the payment of Kshs. 9,405,501 is in full and final settlement of the suit inclusive of the costs.
2. We enclose a template of the discharge voucher for execution by each of the Plaintiffs and return to us.

We shall thereafter request our client to make payment to your account.

Yours faithfully,


P. Gachuhi
KAPLAN & STRATTON

Cc: Client



505

J. HARRISON KINYANJUI
& CO. ADVOCATES

J. Harrison Kinyanjui
LL.B (HND) Dip. In Law (DLS)

ST. ELIAS HOUSE
FORMERLY MITCHELL COTTAGE HOUSE
4TH FLOOR, SUITE 416
WABERA STREET
P.O. BOX 10024 GPO NAIROBI
CELL: 0734-733 659
TEL: 254-2-342070
FAX: 254-2-342071
email: gresharrison@yahoo.com

Our Ref: JHK/DM/3005/2012

Your Ref: PMG/KE/10/172

Date: JUNE 5TH 2018

KAPLAN & STRATTON ADVOCATES
WILLIAMSON HOUSE, 4TH NGONG AVENUE
NAIROBI

Dear Sir,



RE: HCCC NO. 279 OF 2003
LAWRENCE NDUTTU & OTHERS vs KENYA BREWERIES LIMITED

We refer to the above and your letters dated 10th April 2018 and 21st May 2018 on the same.

Please find enclosed our clients' executed discharge vouchers for your action. Kindly let us know when you can send the funds we await our client account details.

Thank you.

Very Sincerely,


J. HARRISON KINYANJUI & CO.

Cc Clients

Enclosures (Discharge documents in the original)

Please Reply to this Mail Please cite our Reference

Kaplan Stratton Advocates

Williamson House
4th Avenue Ngong
P.O. Box 40111 - 00100
Nairobi, Kenya
www.kaplanstratton.com
Email: KS@kapstrat.com
Tel No 00112120 Fax 0002125415

T: (0) 20 7841000
(0) 20 2733819
M: (0) 722 205782/3
(0) 733 698012/3
Int. Code: +254
DZ: No. 19

YOUR REFERENCE

JHK/DM/3005/2012

OUR REFERENCE

PMG/KE/10/172

DATE

20 December 2021

J. Harrison Kinyanjui & Co.
Advocates
St. Ellis House
(Formerly Mitchell Cottis House)
4th Floor, Wabera Street
NAIROBI

URGENT

Advance by email: gretharrison@yahoo.com

Dear Sir

HCCC No.279 of 2003
Lawrence Nduttu & Others vs Kenya Breweries Limited

We refer to the various correspondence in the above matter.

Our client is willing to pay the sum of KES 1,000,000.00 in full and final settlement of party and party costs in the matter. We will therefore be paying out the following sums to you in full and final settlement of your clients' claims under the judgement and decree in the suit as well as the discharge vouchers executed by your clients, as follows:

Decretal Sum	9,405,541.00
Interest up to 31 st November 20021	4,350,771.35
Party and party costs	1,000,000.00
Total	KES 14,756,312.35

We further enclose a consent letter marking the suit as settled between our respective clients. We shall only file it upon remittance of the above decretal amount to your account as below. Please confirm that the details are accurate.

ACCOUNT NAME	J. HARRISON KINYANJUI & CO. ADVOCATES, CLIENTS ACCOUNT
BANK	ABSA BANK OF KENYA LTD
BRANCH	QUEENSWAY HOUSE BRANCH, NAIROBI
ACCOUNT NUMBER	2044308773
SWIFT CODE	BARCKENXBANK
BRANCH CODE	030094

507

Do let us have executed copies of the consent.

Yours faithfully


~~P. M. Guehul~~
KAPLAN & STRATTON
Encl.
Cc: Client

Kaplan Stratton
Advocates

Williamson House
4th Avenue Ngong
P.O. Box 40111 - 00100
Nairobi, Kenya
www.kaplanstratton.com
Email: KS@kapstrat.com
VAT No. 00112180 PRA 0000000000

T: (0) 20 2841000
(0) 20 2733015
M: (0) 722 205762/3
(0) 733 699012/3
Int. Code: +254
DZ: No. 18

YOUR REFERENCE:

OUR REFERENCE:

PMG/KB/10/172

DATE:

20 December 2021

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 Plaintiffs listed in the attached schedule and referred to at paragraph 14 of the judgment delivered on 24th January 2018 is hereby marked as settled with no order as to costs."

Yours faithfully,

J. HARRISON KINYANJUI & CO
ADVOCATES FOR THE PLAINTIFFS


KAPLAN & STRATTON
ADVOCATES FOR THE DEFENDANT

YOUR 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 Ndutu & Others vs. Kenya Breweries Limited

We request you to kindly record the following consent:

"BY CONSENT"

The suit between the Defendant and the Plaintiffs listed in the attached schedule and referred to at paragraph 14 of the judgment delivered on 24th January 2018 is hereby marked as settled."

Yours faithfully,


J. HARRISON KINYANJUI & CO
ADVOCATES FOR THE PLAINTIFFS


KAPLAN & STRATTON
ADVOCATES FOR THE DEFENDANT

✓

J. HARRISON KINYANJUI
& CO. ADVOCATES

J. Harrison Kinyanjui
LLB (NBS) Dip. in Law (RSL)

ST. ELLIS HOUSE
(FORMERLY MITCHELL COTTES HOUSE)
4TH FLOOR, SUITE 418
WABENA STREET
P.O. BOX 10024 GPO, NAIROBI
CELL: 0734-733 659
TEL: 254-2-342070
FAX: 254-2-342071
email: greetharrison@yahoo.com

Our Ref: JHK/DM/3005/2012
Date:

Your Ref:

NOT YET ADVISED

FEBRUARY 17TH, 2021,

THE DEPUTY REGISTRAR
HIGH COURT OF KENYA AT NAIROBI,
CIVIL DIVISION MILIMANI COURT
NAIROBI

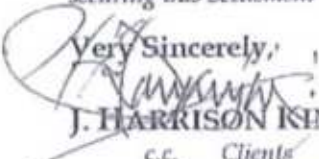
Dear Sir,

**RE: REQUEST FOR MENTION DATE BEFORE HON. MR. JUSTICE SERGON
RECORD OF CONSENT SETTLEMENT OF DUES AS ORDERED – KSH. 9,405,541/=**
NAIROBI HCC NO. 279 OF 2003 LAWRENCE NDUTTU & OTHERS vs KENYA
BREWRIES

We act for some of the Plaintiffs herein. Reference is made to the above and the Judgement of Hon. Mr. Justice Serгон herein dated 24th January 2018.

Our Clients had agreed with the Defendant for the remittance of the undisputed sum of Ksh. 9,405,541/= as per the Schedule exchanged between the parties. Article 1259(2)(c) of the Constitution of Kenya permits dispute resolution mechanisms that save costs and time. In settlement of the claim as ordered by the Court, please have this matter Mentioned before the Hon. Justice Sergon on a date to be notified to us for the purpose of securing this Settlement recorded. Thank you.

Very Sincerely,


J. HARRISON KINYANJUI & CO.

c.c. Clients
KAPLAN & STRATTON ADVOCATES
WILLIAMSON HOUSE, 4TH NGONG AVENUE
NAIROBI

When Replying to this Mail Please cite our Reference



C. MEOLI

JUDGE

20/3/2023

Coram: Before A.N. Ongeru Judge

Court assistant: Ubah

Hearing of application dated 21/7/2021 and or 21/7/2022

Mr. Manwa for 299 plaintiffs/applicants

Mr. Kahura for the defendant

Mr. Kinyanjui for 159 plaintiffs

Mr. Namada for 600 plaintiffs (Absent)

Order:

1. The application dated 21/7/2022 to be served upon the plaintiff.
2. All the plaintiffs to file responses within 14 days.
3. Mention on 26/4/2023 for directions.

A. ONGERI

JUDGE

27/4/2023

Coram: Before A.N. Ongeru J.

Court assistant: Phyllis

Mr. Manwa for 298 plaintiffs

Mr. Harrison Kinyanjui for 158 plaintiffs

Mr. Kinyanjui: I have been in this case for a long time. Mr. Namada had over 600 plaintiffs. He conducted his part of the plaintiff's case.

Mr. Ngoge was also representing some of the plaintiffs. I do not mean in any way to demean my learned friend. This case is finalized.

A. ONGERI

JUDGE

Mr. Manwa: The only issue I wish to bring it to the attention of is that Mr. Namada was served and I served him with the mention notice. I have filed an Affidavit of service. In all the directions given the firm of Namada has been served. I ask for another mention date and I undertake to serve everyone.

A. ONGERI

JUDGE

Order:

1. Mention on 26/7/2023
2. Mr. Manwa to serve all the parties and file an affidavit of service.

J. HARRISON KINYANJUI
& CO. ADVOCATES

J. Harrison Kinyanjui
LL.B (NICK) Dip. In Law (KSL)

ST. ELLIS HOUSE
(FORMERLY MITCHELL COTTS HOUSE)
4TH FLOOR, SUITE 416
WABENA STREET
P.O. BOX 10024 GPO, NAIROBI
CELL: 0734-733659
TEL: 777-733659
FAX: 254-2-342071
email: greatharrison@yahoo.com

Our Ref: JHK/DM/3005/2012
Date: APRIL 8TH, 2025

Your Ref: SEN/DISSC/SCLSW/2025/45

MR. JEREMIAH NYEGENYE
CLERK OF THE SENATE
SENATE OF KENYA
NAIROBI

Email: clerk.senate@parliament.go.ke Tel: 2848000

Dear Sir,/Madam,

**RE: UNFOUNDED ALLEGATIONS BY UNSPECIFIED PETITIONERS
IN RESPECT OF CLAIM AGAINST KENYA BREWERIES LIMITED,
KAPLAN & STRATTON ADVOCATES & HARRISON KINYANJUI
ADVOCATE**

We refer to the above and express deep shock at the manner in which the above matter has come to our attention on this April 8th, 2025 when we have NEVER been served with ANY Petition, Letter, or even Summons from your esteemed Office to proffer our rejoinder.

At about 1.20p.m on this April 8th, 2025 some members of the media contacted Mr. Harrison Kinyanjui on a proceeding in respect of the above matter, before the Labour Committee when Mr. Harrison Kinyanjui Advocate's name and law firm were adversely mentioned, as they were seeking to have our comments on the same.

Mr. Kinyanjui was utterly stunned, as there was NO notice of any such allegations served on us to respond to at any given time. Please note the following:

- a) Our email address is greatharrison@yahoo.com. It is officially on all our documents including the Law Society of Kenya website. NO email of ANY communication, Petition, Summons, or even notice of such a Parliamentary Petition has been emailed to us in that regard.

(When Replying to this, Must ? Please note our ? References)

1

- b) Our Post Office address is P.O. BOX 10024-00100 GPO NAIROBI. NO mail in respect of the above subject has been POSTED (by ordinary or registered mail) to us. We do NOT have ANY other Postal Address.
- c) Our Office is on 4th Floor, St. Ellis House, Wabera Street, Nairobi and NO hard copy of ANY letter, or ANY Petition or Summons from the Senate has been delivered to us on the above matter. We do not have any other office for receipt of documents.
- d) Mr. Harrison Kinyanjui's phone numbers are as officially indicated on the Law Society of Kenya website, and we have NOT had ANY telephone call or ANY WhatsApp Messenger communication in respect of the referenced issue for us to attend or respond.

Please note that accordingly, we are in total darkness as to WHAT the issue is before the Senate, or in WHAT manner our rejoinder would be required and in respect of WHAT issue.

Further note that the issue of Kenya Breweries Ltd compensating its former employees is pending before the High Court as SOME individuals seek to set aside the Judgement of Hon. Justice Serگون in NAIROBI HCC 279/2003 in which some persons have hitherto made applications to have the case heard afresh. The matter is therefore sub judice.

(Please see attached Court CTS printout of the same, for adjudication of an application CURRENT as lodged by Namada & Co. Advocates representing some of the 6,000 Plaintiffs).

We also wish to bring to your kind attention the following:

1. The fact is that there were alleged to be about 6,000 or so former employees of Kenya Breweries subject of the said suit, some represented by Gitobu Imanyara & Co. Advocates, some by Namada & Co. Advocates, and some by O.P. Ngoge & Co. Advocates in the primary suit, NAIROBI HCC 279 of 2003. Some of the said Plaintiffs left Gitobu Imanyara & Co. Advocates and sought representation from my law firm. They were in penury and I offered to act for ONLY identifiable Plaintiffs from M/S Gitobu Imanyara Advocate.
2. About 125 of the said individuals approached my law firm through the 1st-named Plaintiff, one Lawrence Nduttu to so represent them in the cited suit. O.P. Ngoge & Co. Advocates were unhappy about this and when the matter was called before Hon. Lady Justice Ang'awa she formally listed the said individuals as being aligned under my law firm and those aligned under Namada & Co. Advocates separately.
3. Unhappy, O.P. Ngoge Advocate sued my law firm as well as Namada & Co. Advocates to appeal against a Ruling of the High Court dated 16th December, 2011 (Ang'awa, J) that had allowed some parties joined in the suit as plaintiffs to be represented by the firm of M/s].

Harrison Kinyanjui & Co. Advocates, instead of M/s O.P. Ngoge & Associates who were representing all the plaintiffs jointly.

4. NONE of the 125 Plaintiffs paid the cost of defending these proceedings. It was ALL at my own cost, to secure justice for the said Plaintiffs.
5. The Objection by O. P. Ngoge Advocate in the said proceedings was overruled by a 3 Judge Court of Appeal Bench of Hon. Mr. Justice Githinji, Warsame & Musinga (JJA) by an Order dated 19th November, 2013 in Nairobi Court of Appeal Civil Application No. NAI 51 of 2013.
6. NONE of the said Plaintiffs paid my law firm a SHILLING to defend them in the Court of Appeal in those proceedings. None of them could even lawfully allege that we "failed to provide any/adequate professional service" in this instance despite NO fee being remitted.
7. Unhappy with the Court of Appeal's decision against him, O. P. Ngoge Advocate then lodged and Appeal in the Supreme Court, vide Supreme Court Petition No. 13 of 2013. My law firm was sued as the 3rd Respondent therein while the 4 in the Supreme Court Appeal and the SAME parties I represent were also sued and they entirely relied on my representation BEFORE the Supreme Court.
8. The Supreme Court DISMISSED the said appeal entirely by learned Counsel O.P. Ngoge. NONE of the 125 persons under Lawrence Nduttu paid my law firm a SHILLING for that entire span of Supreme Court proceedings. To date. Can anyone allege that we "failed to provide any/adequate professional service" in this instance despite NO fee being remitted?
9. The stated decision of the Supreme Court which details the matter in extenso, including our representations before the Apex Court can be found here for verification: Peter Odiwuor Ngoge t/a O P Ngoge & Associates Advocates & 5379 others v J Namada Simoni t/a Namada & Co Advocates & 725 others [2014] eKLR
10. I appeared during the entire Hearing of the High Court trial before the Hon. Mr. Justice Serگون, and they also did not remit the legal fee on the conclusion of the trial. No getting up fee of a shilling was remitted.
11. No one compelled ANY of the Claimants to execute the Discharge Vouchers which enabled payments of what they were demanding from Kenya Breweries. Mr. Lawrence Nduttu was tasked by the Hon. Lady Justice Ang'ata with representing the Claimants hence Mr. Lawrence Nduttu by order of the Court in the cited suit thus arranged for each of them to be

furnished with a copy of their respective Discharge Voucher from Kenya Breweries' advocates on record M/S. Kaplan & Stratton Advocates, and each of them executed the same.

12. *Was ANY of them placed under the barrel of a gun to execute the same, or tortured, or subjected to ANY form of duress or compulsion? Were ANY of them subjected to ANY form of coercion by myself or ANY employee in my law firm? NO!!!!*
13. *They each voluntarily and without any compulsion executed the same after being informed by Lawrence Nduttu and myself of the contents and ramifications thereof. Their payments were made by bankers checks to EACH of them, collected by the persons individually apart from one or two who called our office and categorically directed us to hand their cheque to Mr. Njigu or Mr. Lawrence Ndutu as the case was. This was also documented.*
14. *It was on the bases of these Discharge Vouchers that the pro-rated sums were remitted to THEM. NONE of the said persons REJECTED the cheques, or even received ANY of the cheques on a without prejudice basis.*
15. *Note that the individuals were to receive each according to their Discharge Voucher. As a Client binds an Advocate to a commitment made which the Advocate has to abide by, these Discharge Vouchers are categorical and clear in their terms. How could we be accused of overriding the same?*
16. *Each of the said persons under our representation READ and UNDERSTOOD what the Discharge Vouchers stated BEFORE executing the same.*
17. *Mr. Lawrence Nduttu as indicated above was appointed by Order of the Hon. Lady Justice Ang'awa to swear all depositions on behalf of the Plaintiffs under my law firm and hence when he contended the said persons and ALL matters were disclosed to the said persons NONE of them objected, or sought to be excluded, or otherwise removed themselves from our representation. How then have we failed to execute their wishes?*
18. *We then forwarded each of the said duly executed Discharge Vouchers to Kaplan & Stratton Advocates by our letter dated June 5th, 2023. They cannot be heard to resile from their own commitments therein contained.*
19. *Note further that a Schedule of payments was received by my law firm from Lawrence Nduttu under a forwarding letter from an entity christened "KEN-BREX SACCO GROUP" whose signatory was Lawrence Nduttu as the ostensible chairperson. The said communication was indicating that I should pay ALL the 125 persons' remittances amounts to Equity Bank Ltd from my stated Client Account into which the dues had been made.*

20. I totally disagreed with that course of action as it was not only unlawful but altogether fraudulent, and I immediately instructed Mr. Lawrence Nduttu to rectify the sums indicated on the remittance Schedule should be to EACH of the 125 Plaintiffs I represent and I declined to remit any sums to the KEN-BREX SACCO GROUP stated Bank Account insisting that I would pay each beneficiary through the Bankers Cheques. This is the genesis of ALL the malice by the said Mr. LAWRENCE NDUTU and a Mr. NJIGU.
21. After Mr. Lawrence Thoithi agreed to re-do the Schedule of payments he made an error in the final remittances so that he failed to factor into the schedule the bank charges of Ksh.300/= per Bankers Cheque as well as the Ksh.600,000/= to be retained in the said Client Account to cover for the expenses of the pending Appeal. This fact was known to Lawrence Nduttu and all the other Claimants I represented in the said Matter.
22. To date, no one has written to my law firm (NOT even Lawrence Nduttu) to complain that I have in any manner misappropriated a penny of their funds.
23. It is important that I state that each of the returned Banker's Cheques with the erroneous sums and of which Lawrence Nduttu (as the lead person) had misspelt names attracted a fee of Ksh. 300/= drawn from the same Account.
24. I wish to state that payments agreeable to all the former employees of KBL whom I represented, were paid through Bankers Cheques. I must also state that I still hold in my possession some Bankers' Cheques drawn in the name of former KBL employees whom I was representing that are since demised, awaiting Grant of Letters of Representation which Lawrence Nduttu is fully aware of.
25. I have NOT (I repeat: NOT) retained a SHILLING or any amount of the monies remitted to my stated Clients Account by M/S Kaplan & Stratton in respect of the settlement done under the stated Judgement, relating to this matter as I had the specific Bankers Cheques drawn in favor of each beneficiary according to the list from KBL Advocates as cross checked and verified by Lawrence Nduttu with my Accountant Mr. Lawrence Thoithi. None of the persons on the list of the 125 Plaintiffs I represented have claimed (formally or otherwise) that I have not paid any amounts to them under the said settlement.
26. I refer you kindly to paragraph 19 and 20 above to comprehend the context of the bitter allegations herein raised by the said persons. Surely, it is unfair that we should be deprived of the opportunity to demonstrate the sheer malice by this Lawrence Nduttu.
27. By our Letter dated 4th April 2024 to the 125 Plaintiffs represented by Lawrence Nduttu, we informed them that we had BEEN SERVED on their behalf with process in NAIROBI

COURT OF APPEAL CIVIL APPEAL NO. E069 OF 2024 LAWRENCE NDUTTU & OTHERS vs. KENYA BREWERIES LIMITED.

28. They acknowledged receipt of our said letter and promised to call on us on April 19th 2024 and on April 22nd 2024. They did not.
29. In light of the stated NAIROBI COURT OF APPEAL CIVIL APPEAL NO. E069 OF 2024 LAWRENCE NDUTTU & OTHERS vs. KENYA BREWERIES LIMITED, they did NOT withdraw instructions from us or appointed ANOTHER Advocate to act in lieu of ourselves in the said Appeal.
30. We appeared in the Court of Appeal for the hearing of the said appeal lodged by the other group of persons claiming under Namada & Co. Advocates on the 3RD March, 2025 before the Hon. Lady Justice Achode, Mr. Justice Kiage and Mr. Justice Joel Ngugi when the Appeal was withdrawn by the said Lawrence Nduttu. Enclosed is a copy of the Order therefrom.
31. How can we be blamed for this when Lawrence Nduttu elected to change advocates without the professional courtesy of informing us? We enclose a copy of the said Order.

All said, we have elaborately attempted to clarify some issues germane to the spurious allegations as we have been made to respond to this issue 3 times now separately, including with the DCI, and the Advocates Complaints Commission.

With respect, these Complaints are levied by only 4 or so isolated persons because of their BITTERNESS at NOT pocketing the monies meant for their colleagues and the curtailing of the scheme to swindle their colleagues. Out of the 125 Plaintiffs we represented in the span of the proceedings from the High Court to the Supreme Court and back, we have faithfully endeavored to represent them professionally in the way explicated above, rendering first class legal services at no fee.

We shall be happy to receive the Petition and respond to the same ASAP. Thank you.

Very Sincerely,


J. HARRISON KINYANJUI & CO. ADVOCATES

Attachments

(Court Of Appeal Order & Sub Judice CTS posting in HCC 279/2003)

c.c. Chairman, Labour Relations Committee Senate of Kenya

**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 25th 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 3rd 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



Public Information Kiosk (<https://efiling.court.go.ke/kiosks>)

Q Validate/Search

Law Firms

J. HARRISON KINYANJUI & COMPANY ADVOCATES (https://efiling.court.go.ke/auth_public/update_account)

Manage Users (https://efiling.court.go.ke/auth_public/users)

Logout (<https://efiling.court.go.ke/auth/logout>)

0 (https://efiling.court.go.ke/auth_public/messages)



()

THE JUDICIARY

Justice be our Shield and Defender



Tracking Number: BJKA2003

Case Number: HCCC/279/2003

Citation: LAWRENCE NDUTU & OTHERS VS KENYA BREWERIES LTD & ANOTHER

[Case Summary](#)

[Parties](#)

[Case Activities](#)

[Lodging Request](#)

[Court Decisions](#)

[Case Fees](#)

[Receipts](#)

[Documents](#)

Case Activities

NO.	Activity	Activity Date	Court Room	Actioned To	Outcomes
1.	Hearing	06 May 2025	RRI COURT 17	Hon. Mr. Justice Prof. (Dr.) Sifuna Nixon	

27

125

NO.	Activity	Activity Date	Court Room	Actioned To	Outcomes
2.	Mention	23 Apr 2025	Chamber 129 - First Floor	Hon. Eric Otieno Wambo-PM	
3.	Mention	23 Apr 2025	Chamber 129 - First Floor	Hon. Eric Otieno Wambo-PM	
4.	Mention	17 Mar 2025	Chamber 129 - First Floor	Hon. Eric Otieno Wambo-PM	Mention date set (in court)
5.	Mention	17 Mar 2025	Chamber 129 - First Floor	Hon. Eric Otieno Wambo-PM	Directions given
6.	Issuance of Orders & Decrees	11 Mar 2025	Not Defined	Not Defined	Directions given
ORDER SIGNED					
7.	Mention	11 Mar 2025	Chamber 129 - First Floor	Hon. Eric Otieno Wambo-PM	Mention date set (in court)
mention					

NO.	Activity	Activity Date	Court Room	Actioned To	Outcomes
8.	Mention	10 Mar 2025	RRI COURT 17	Hon. Mr. Justice Prof. (Dr.) Sifuna Nixon	Adjournment Court on Leave
rescheduled to 10/3/2025 Date					
9.	Mention	13 Feb 2025	Chamber 129 - First Floor	Hon. Eric Otieno Wambo-PM	Mention date set (in court)
MENTION					
10.	Mention	11 Feb 2025	Chamber 129 - First Floor	Hon. Eric Otieno Wambo-PM	Mention date set (in court)
MENTION					
11.	Mention Date for compliance	27 Jan 2025	RRI COURT 17	Hon. Mr. Justice Prof. (Dr.) Sifuna Nixon	Directions given
.					
12.	Mention	19 Dec 2024	Chamber 129 - First Floor	Hon. Eric Otieno Wambo-PM	Directions given
.					
13.	Issuance of Orders & Decrees	17 Dec 2024	Chamber 129 - First Floor	Hon. Eric Otieno Wambo-PM	Directions given

NO.	Activity	Activity Date	Court Room	Actioned To	Outcomes
MENTION DATE GIVEN					
14.	Issuance of Orders & Decrees	13 Dec 2024	CHAMBER 129	Hon. Silvia Motari	Directions given
	wrong input				
15.	Mention Date for compliance	09 Dec 2024	RR13	Hon. Lady Justice Ouya Tabitha Wanyama	Mention date set (in court)
	.				
16.	Mention	21 Nov 2024	RR13	Hon. Lady Justice Ouya Tabitha Wanyama	Mention date set (in court)
	.				
17.	Directions	07 Nov 2024	RR13	Hon. Lady Justice Ouya Tabitha Wanyama	Mention date set (in court)
	.				
18.	Certificate of urgency	02 Oct 2024	RR13	Hon. Lady Justice Ouya Tabitha Wanyama	Not Certified Urgent

NO.	Activity	Activity Date	Court Room	Actioned To	Outcomes
-----	----------	---------------	------------	-------------	----------

THIS MATTER coming up on 4th October 2024 for directions on the Notice of Motion dated 1st October 2024 before Honourable Justice T. W. Ouya UPON HEARING the Counsel for the Applicant ; IT IS HEREBY ORDERED: 1. THAT Matter NOT certified urgent 2. THAT Applicant to serve the Respondent within 7 days from the date hereof 3. That parties to appear before court for directions on 7th November 2024 GIVEN under my hand and seal of the Honourable court on this 4th October 2024

19.	Notice of Motion	25 Jul 2023	RRI COURT 19	Lady Justice Asenath Onger	Ruling delivered- case closed
-----	------------------	-------------	--------------	-------------------------------	----------------------------------

PROCEEDINGS TO BE TYPED

20.	Certificate of urgency	12 Jun 2023	RRI COURT 19	Lady Justice Asenath Onger	Hearing date set (in court)
-----	---------------------------	-------------	--------------	-------------------------------	--------------------------------

N/A

21.	Mention	26 May 2023	RRI COURT 19	Lady Justice Asenath Onger	Directions given
-----	---------	-------------	--------------	-------------------------------	------------------

CASE CLOSED

22.	Mention	26 Apr 2023	RRI COURT 19	Lady Justice Asenath Onger	Mention date set (in court)
-----	---------	-------------	--------------	-------------------------------	--------------------------------

for directions

23.	Notice of Motion	29 Mar 2023	RRI COURT 19	Lady Justice Asenath Onger	Mention date set (in court)
-----	------------------	-------------	--------------	-------------------------------	--------------------------------

NO.	Activity	Activity Date	Court Room	Actioned To	Outcomes
N/A					
24.	Mention	07 Mar 2023	Courtroom 30	Hon. Lady Justice C. Meoli	Hearing date set (in court)
25.	Mention	26 Jan 2023	COURTROOM 2 3RD FLOOR	Hon. Lady Justice Janet Mulwa	Mention date set (in court) Court on Leave
26.	Mention	08 Nov 2022	Not Defined	Not Defined	Mention date set (in court)
27.	Mention	03 Nov 2022	Not Defined	Not Defined	Adjournment Court on Official Duty
28.	Mention	25 Oct 2022	Not Defined	Not Defined	Adjournment Court not sitting
29.	Mention	11 Oct 2022	RRI COURT 20	Hon. Justice Jesse Nyagah	Mention date set (in court)

NO.	Activity	Activity Date	Court Room	Actioned To	Outcomes
30.	Mention	26 Sep 2022	RRI COURT 20	Hon. Justice Jesse Nyagah	Adjournment Court not sitting
31.	Certificate of urgency	25 Jul 2022	Courtroom 30	Hon. Lady Justice C. Meoli	Directions given
hearing on 26/9/2022 before Hon sergon]					
32.	Mention	19 Jul 2022	RRI COURT 20	Hon. Justice Jesse Nyagah	Mention date set (in court)
33.	Notice of Motion	29 Jun 2022	Not Defined	Not Defined	Mention date set (in court)
34.	Notice of Motion	26 May 2022	Not Defined	Not Defined	
35.	Notice of Motion	26 May 2022	Not Defined	Not Defined	Adjournment Court not sitting
36.	Notice of Motion	28 Mar 2022	Not Defined	Not Defined	Hearing date set (in court)

NO.	Activity	Activity Date	Court Room	Actioned To	Outcomes
37.	Certificate of urgency	07 Feb 2022	Not Defined	Not Defined	Certified urgent
38.	Ruling	25 Jun 2021	Not Defined	Not Defined	Ruling delivered
39.	Mention	24 May 2021	Not Defined	Not Defined	Ruling date given
40.	Mention	10 May 2021	Not Defined	Not Defined	Mention date set (in court)
41.	Mention	15 Apr 2021	Not Defined	Not Defined	Mention date set (in court)
42.	Certificate of urgency	22 Jan 2021	Not Defined	Not Defined	Directions given
43.	Mention	15 Oct 2020	Not Defined	Not Defined	Adjournment Court not sitting

NO.	Activity	Activity Date	Court Room	Actioned To	Outcomes
44.	Notice of Motion	02 Mar 2020	Not Defined	Not Defined	Adjournment Court not sitting
45.	Notice of Motion	18 Feb 2020	Not Defined	Not Defined	Adjournment Court not sitting
46.	Notice of Motion	05 Nov 2019	Not Defined	Not Defined	Hearing date set (at the registry)
47.	Hearing of Applications	03 Oct 2019	Not Defined	Not Defined	Hearing date set (in court)
48.	Ruling	26 Feb 2019	Not Defined	Not Defined	Ruling delivered- case closed
49.	Highlighting of Submissions	20 Dec 2018	Not Defined	Not Defined	Ruling date given
50.	Mention	19 Dec 2018	Not Defined	Not Defined	Adjournment Submission not ready

NO.	Activity	Activity Date	Court Room	Actioned To	Outcomes
51.	Directions	05 Dec 2018	Not Defined	Not Defined	
52.	Mention	19 Nov 2018	Not Defined	Not Defined	
53.	Mention	08 Oct 2018	Not Defined	Not Defined	
54.	Mention	19 Sep 2018	Not Defined	Not Defined	
55.	Mention	26 Jul 2018	Not Defined	Not Defined	
56.	Mention	24 Jul 2018	Not Defined	Not Defined	
57.	Mention	18 Jul 2018	Not Defined	Not Defined	
58.	Mention	10 Jul 2018	Not Defined	Not Defined	

NO.	Activity	Activity Date	Court Room	Actioned To	Outcomes
59.	Mention	27 Jun 2018	Not Defined	Not Defined	
60.	Mention	26 Apr 2018	Not Defined	Not Defined	
61.	Mention	20 Mar 2018	Not Defined	Not Defined	
62.	Mention	09 Nov 2017	Not Defined	Not Defined	Mention date set (in court)
63.	Hearing	24 Oct 2017	Not Defined	Not Defined	
64.	Mention	11 Oct 2017	Not Defined	Not Defined	
65.	Mention	19 Sep 2017	Not Defined	Not Defined	
66.	Hearing	11 Jul 2017	Not Defined	Not Defined	

NO.	Activity	Activity Date	Court Room	Actioned To	Outcomes
67.	Hearing	10 Jul 2017	Not Defined	Not Defined	
68.	Mention	15 Jun 2017	Not Defined	Not Defined	
69.	Hearing	27 Apr 2017	Not Defined	Not Defined	
70.	Mention	26 Apr 2017	Not Defined	Not Defined	
71.	Part Heard Hearing	22 Feb 2017	Not Defined	Not Defined	
72.	Part Heard Hearing	21 Feb 2017	Not Defined	Not Defined	
73.	Part Heard Hearing	20 Feb 2017	Not Defined	Not Defined	
74.	Hearing	22 Nov 2016	Not Defined	Not Defined	

NO.	Activity	Activity Date	Court Room	Actioned To	Outcomes
75.	Mention	25 May 2016	Not Defined	Not Defined	

'ACC 13'

C. MEOLI

JUDGE

20/3/2023

Coram: Before A.N. Ongeru Judge

Court assistant: Ubah

Hearing of application dated 21/7/2021 and or 21/7/2022

Mr. Manwa for 299 plaintiffs/applicants

Mr. Kahura for the defendant

Mr. Kinyanjui for 159 plaintiffs

Mr. Namada for 600 plaintiffs (Absent)

Order:

1. The application dated 21/7/2022 to be served upon the plaintiff.
2. All the plaintiffs to file responses within 14 days.
3. Mention on 26/4/2023 for directions.

A. ONGERI

JUDGE

27/4/2023

Coram: Before A.N. Ongeru J.

534

'A-331'

Court assistant: Phyllis

Mr. Manwa for 298 plaintiffs

Mr. Harrison Kinyanjui for 158 plaintiffs

Mr. Kinyanjui: I have been in this case for a long time. Mr. Namada had over 600 plaintiffs. He conducted his part of the plaintiff's case.

Mr. Ngoge was also representing some of the plaintiffs. I do not mean in any way to demean my learned friend. This case is finalized.

A. ONGERI

JUDGE

Mr. Manwa: The only issue I wish to bring it to the attention of is that Mr. Namada was served and I served him with the mention notice. I have filed an Affidavit of service. In all the directions given the firm of Namada has been served. I ask for another mention date and I undertake to serve everyone.

A. ONGERI

JUDGE

Order:

1. Mention on 26/7/2023
2. Mr. Manwa to serve all the parties and file an affidavit of service.

535



REPUBLIC OF KENYA
OFFICE OF THE ATTORNEY-GENERAL
&
DEPARTMENT OF JUSTICE

file copy
'ACC 14A'

YOUR REF: TBA
OUR REF: CC/PE/FEB/23/6

8th May, 2025

Mr. Harrison Kinyanjui,
Advocate, J. Harrison Kinyanjui & Co. Advocates,
St. Ellis House, Wabera Street,
P.O. Box 10024-00100,
NAIROBI.
Email: greatharrison@yahoo.com



Dear Sir,

**RE: SENATE COMMITTEE RESOLUTION ON MEDIATION AND REVIEW IN
RELATION TO THE PETITION CONCERNING THE ALLEGED FAILURE BY
KENYA BREWERIES LIMITED, KAPLAN & STRATTON ADVOCATES AND
HARRISON KINYANJUI ADVOCATES TO PAY COMPENSATION AWARDED
TO PETITIONERS**

Reference is made to the above matter, our letter dated 5th May 2025 and the meeting held in our office today, 8th May 2025.

Following our meeting referred to above and to enable the Commission to prepare a comprehensive report to the Senate, kindly let us have the following additional information/documents:

1. List of claimants who have collected their dues/compensation. Kindly note to specify those claimants who received the funds directly and those who, following their passing on, had their funds paid to the administrators of their estates.
2. List of claimants who are yet to be paid.

536

'ADJUDICATE'

3. Let us know the total amount being held in your clients account belonging to the claimants. Kindly note to attach a certified bank statement.
4. List of matters currently pending in court relating to the KBL ex-employees, the issues in the said matter(s) and the status.
5. A copy of the instructions letter issued to you by Hon. Gitobu Imanyara.
6. Any other relevant information/documents.

Due to time constraints in submitting our report to the Senate, we kindly request that you furnish us with your response on or before Monday, 12th May 2025 by 12.00 noon.

You may send an advance copy of your response to acc@ag.go.ke and copy to dennis.njagi@ag.go.ke.

Yours faithfully,

D. Njagi
for
GEORGE NYAKUNDI,
SECRETARY,
ADVOCATES COMPLAINTS COMMISSION

Copy to: Chairman, Advocates Complaints Commission

537



'ACC 14 B'

REPUBLIC OF KENYA
OFFICE OF THE ATTORNEY-GENERAL
&
DEPARTMENT OF JUSTICE

YOUR REF: PMG/KE/10/172
OUR REF: CC/PE/FEB/23/6

8th May, 2025

Mr. Peter Mbuthia Gachuhi,
Advocate & Partner,
Kaplan & Stratton Advocates,
Williamson House, 4th Ngong Avenue,
P.O. Box 40111-00100,
NAIROBI.
Email: PGachuhi@kapstrat.com



Dear Sir,

**RE: SENATE COMMITTEE RESOLUTION ON MEDIATION AND REVIEW IN
RELATION TO THE PETITION CONCERNING THE ALLEGED FAILURE BY
KENYA BREWERIES LIMITED, KAPLAN & STRATTON ADVOCATES AND
HARRISON KINYANJUI ADVOCATES TO PAY COMPENSATION AWARDED
TO PETITIONERS**

Reference is made to the above matter, our letter dated 2nd May 2025 and the meeting held in our office today, 8th May 2025.

Following our meeting referred to above and to enable the Commission to prepare a comprehensive report to the Senate, kindly let us have the following additional information/documents:

1. A copy of the ruling delivered in 2019 relating to the payment of one (1) month salary in lieu of notice.
2. A copy of the payment schedule containing the amounts each claimant was to get under paragraph 18 of the judgment dated 24th January 2018.

538

3. List of matters currently pending in court relating to the KBL ex-employees, the issues in the said matter(s) and the status.
4. Kindly clarify how the interest of Kes. 4,350,771.35 was computed.
5. Any other relevant information/documents.

Due to time constraints in submitting our report to the Senate, we kindly request that you furnish us with your response on or before Monday, 12th May 2025 by 12.00 noon.

You may send an advance copy of your response to acc@ag.go.ke and copy to dennis.njagi@ag.go.ke.

Yours faithfully,

D. Nyagi
for
GEORGE NYAKUNDI,
SECRETARY,
ADVOCATES COMPLAINTS COMMISSION

Copy to: Chairman, Advocates Complaints Commission

539

YOUR REFERENCE:

CC/PE/FEB/23/6

OUR REFERENCE:

PMG/KE/10/172

DATE:

12 May 2025

Commission Secretary
Advocates Complaints Commission
Office of the Attorney General &
Department of Justice
20th Floor, Cooperative Bank House
Haile Selassie Avenue
Nairobi
Attn : George Nyakundi
Email : dennis.njagi@ag.go.ke; acc@ag.go.ke

Dear Sir,

RE: Senate Committee Resolution on Mediation and Review in Relation to the Petition Concerning the Alleged Failure of Kenya Breweries Limited, Kaplan & Stratton Advocates, and Harrison Kinyanjui Advocates on Payment of Compensation Awarded to Petitioners

1. We refer to your letter dated 8th May 2025 following the meeting at your offices on the same day.
2. We have attached the following requested documents:
 - a) Ruling delivered on 26th February 2019 in Lawrence Ndutu & 6,000 others v Kenya Breweries Limited [2019] KEHC 9260 (KLR)
 - b) A copy of the scheduled filed by Harrison Kinyanjui & Company Advocates showing how much the Plaintiffs he represented were to be paid under paragraph 18 of the Judgment of 24th February 2018 is enclosed;
 - c) The only matter pending in Court arising from the Civil Case No. 279 of 2003 is an application in the same file by Namada & Company Advocates dated 1st October 2024. A copy is enclosed. It is due for mention before the deputy registrar 21st May 2025 to confirm the outcome of the computation exercise on how much remains outstanding;
 - d) The interest was computed on the principal sum from the date of judgment on 24th January 2018 till 30th November 2021 when parties had finalised negotiations, as outlined below:

2133A

Opening Principal	Interest Period		No of Days	Interest Amt	Closing Balance
	From	To			
9,405,541	24-Jan-18	30-Nov-21	1407	4,350,771.35	13,756,312.35
			Total Interest	4,350,771.35	

3. We trust the above answers your queries.

Yours faithfully,

for 
P. M. Gachuhi
KAPLAN & STRATTON
Encl. listed above

Cc: Client

541

K S



REPUBLIC OF KENYA



REPUBLIC OF KENYA

IN THE HIGH COURT OF KENYA AT NAIROBI

CIVIL CASE NO. 279 OF 2003

LAWRENCE NDUTU & 6,000 OTHERS.....PLAINTIFFS

VERSUS

KENYA BREWERIES LIMITED..... DEFENDANT

RULING

1. On 24th January 2018 this court rendered its judgement in which it *inter alia* directed the defendant to pay each of the plaintiffs damages for loss of employment, a sum equivalent to a month's salary at the time of their termination.

2. The plaintiffs were also directed to file schedules showing the amount each plaintiff earned per month as at the time of termination of employment.

3. The plaintiffs filed and served the defendant with their schedules.

The defendant too on its part filed counter schedules in response to the schedules filed by the plaintiffs. Learned counsels from both sides were invited to file written submissions and to make oral highlights.

4. I have carefully considered the schedules filed by both sides together with the rival written and oral submissions.

The plaintiffs are of the submission that they have provided relevant schedules which comply with the court directive which indicate the last monthly salary earned before their contracts of employment were terminated.

5. The defendant is of the submission that the early retirement scheme took into account payment of four months' salary in lieu of notice and therefore the plaintiffs are not entitled to another payment of one month's salary in lieu of notice.

6. The defendant further pointed out that some the plaintiffs should not be paid because they were terminated outside the period between 1997 and 2001.

7. Having considered the competing arguments, it is now clear that the period identified in the judgement as the period the plaintiffs' contract was breached was between 1997 and 2001.

8. I agree with the submissions of the defendant that those plaintiffs who are entitled to lay a claim are those whose contracts were terminated according to the disputed Early Retirement Scheme between the year 1997 and 2001. Consequently, those plaintiffs whose contracts were terminated outside the aforesaid period are not entitled to claim damages in lieu of notice.

9. The second issue which arose is whether the plaintiffs should be paid one month's salary in lieu of notice yet they have already been paid. It should be noted this court made its decision having that issue in mind. This court was alive of the fact that the plaintiffs were paid four (4) months' salary in lieu of notice as per the defendant's Early Retirement Scheme. The aforesaid scheme was declared to be unlawful.

10. The plaintiffs' employment was unlawfully determined and therefore the plaintiffs are entitled to claim damages equivalent to one month's salary in lieu of notice for unlawful termination of employment.

11. The clause providing for payment of four (4) months' salary in lieu of notice was part of the early retirement scheme which was impugned by this court. In short the plaintiffs are each entitled to be paid the equivalent of a month's salary in lieu of notice in terms of the contract of employment they had with the defendant which was breached.

12. The third issue which also came up for argument is whether or not some plaintiffs have already been paid using other suits. The

542

defendant pointed out that David Mwangi, Geoffrey Mwangi and George Mwathi filed similar suits against the defendant. The aforesaid plaintiffs contended that the defendant failed to provide evidence of the existence of those suits filed by the aforementioned trio. With respect, I agree with the plaintiffs that the defendant failed to provide credible evidence to prove the pendency of similar suits. Therefore the aforementioned plaintiffs are entitled to make the claim.

13. In the end, I issue an order directing the defendant to pay those plaintiffs whose contracts of employment were terminated between the period 1997 and 2001 according to the schedules provided by the plaintiffs falling within the aforesaid period.

Dated, Signed and Delivered in open court this 26th day of February, 2019.

J. K. SERGON

JUDGE

In the presence of:

..... for the Plaintiff

..... for the Defendant

543

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

LOURENCE K. NDUTTU & 124 OTHERS PLAINTIFFS


-VERSUS-

KENYA BREWERIES LTD DEFENDANT

SCHEDULE OF PAYMENT

NO	NAME	COY NO.	BASIC	HOUSE ALLOWANCE	AMOUNT DUE (REFUNDABLE DEPOSIT)
1	LAWRENCE KYALO NDUTU	0542	18,994/=	3,280/=	50,000/=
2	GORDON OTOLO NGOLO	4053	17,357/=	2,420/=	50,000/=
3	JAMES NGINGA WAIRIOKO	4022	28,131/=	4,171/=	50,000/=
4	GEORGE NJOROGE NJIGU	1917	13,305.65/=	3,280/=	50,000/=
5	JAMES SAIYALEL SUIYANGA	1740	17,205/=	4,171/=	50,000/=
6	PHILIP KINYANJUI GITHI	2575	19,577/=	4,171/=	50,000/=
7	CHARLES MWANGI GAKOMO	3837	36,966/=	6,295/=	50,000/=
8	MARY PHILOMENA W. WAMBUGU	6322	27,715/=	46,643/=	100,000/=
9	STEPHEN MWANGI WERU	5159	13,687/=	13,590/=	50,000/=
10	THOMAS O. AMWOMA	3062	29,563/=	4,171/=	50,000/=
11	ANDREW MONAYO NY ARIBO	2242	18,634	2,420/=	50,000/=
12	DANIEL MUINDUKO	2304	31,507/=	6,295/=	50,000/=

Schedule of Payment



	MAWATHE						
13	HILARY FRANCIS MBURU	6004	28,975/=	22,806/=	100,000/=		
14	DAVID N. KINUTHIA	6989	36,192/=	51,316/=	100,000/=		
15	EDWARD MBUGUA GITAU	7113	15,854/=	3,280/=	50,000/=		
16	SIMON MAINA GATHERU	2213	22,583.60/=	4,053/=	50,000/=		
17	JULIUS GIKONYO KAMAU	3265	18,634/=	4,771/=	50,000/=		
18	JULIUS MWANGI KAMBIA	1643	18,263/=	3,290/=	50,000/=		
19	MUIRURI M. KARUGU	510	11,876/=	2,420/=	50,000/=		
20	JACOB AGALE OWAK	4610	12,794/=	2,420/=	100,000/=		
21	ALICE NJERI GATHUNGU	0079	22,615/=	4,053/=	52,650/=		
22	JAMES MATUNDA SAISI	7333	18,782/=	4,171/=	50,000/=		
23	MARIETTA N. MUTISYA	240	15,040/=	2,420/=	50,000/=		
24	PETER IRUNGU MWANGI	7236	12,183/=	2,420/=	50,000/=		
25	JUSTUS KAKUSU MATHEKA	0573	31,507/=	6,105/=	50,000/=		
26	NZUKI MUTISYA NDOLO	1946	31,298/=	4,171/=	50,000/=		
27	PETER MIRINGU MWAURA	5094	27,732/=	45,571/=	50,000/=		
28	JULIUS M. MULWA	4557	24,019/=	3,295/=	100,000/=		
29	MOSES M. MACHIRA	5510	27,773/=	45,571/=	100,000/=		
30	JERUSHA NYABOKE	869	18,652/=	2,420/=	100,000/=		
31	MAKIMEI WAIGANJO	882	14,054/=	3,280/=	50,000/=		
32	JAMES MWANGI KABUE	5785	14,054/=	3,280/=	50,000/=		
33	MOSES OTIENO NDOLO	1369	21,548/=	3,280/=	50,000/=		
34	JOHN MUTUA MUTISYA	2643	16,761/=	4,171/=	50,000/=		
35	FATUMA GATI CHACHA	4288	7,152/=	2,420/=	50,000/=		
36	PETER KAROKI WAIRIUKO	7203	14,030/=	3,290/=	100,000/=		
37	DOMINIC NGURE	1159	30,930/=	5,618/=	50,000/=		
38	TIMOTHY LOKI MATHEA	5197	27,732/=	45,577/=	100,000/=		
39	JOHN KANYI NJOROGE	399	19,622/=	3,290/=	50,000/=		
40	THOMAS WAMBUA NGUI	0300	30,486.50/=	57,441.64/=	50,000/=		

Schedule of Payment

546

41	CHRISTINE NDUKU	5404	14,054/=	3,280/=	100,000/=
42	ALOIS KINGORO GICHANA	1725	28,983/=	3,280/=	100,000/=
43	MICHEAL K. MUNANDI	4355	153,200/=	2,440/=	100,000/=
44	ROSE MUENI MUTUKU	4091	26,968/=	4,270/=	100,000/=
45	RHODA MWIKALI NZOMO	5586	21,808/=	41,100/=	100,000/=
46	ANTHONY MWANZIA KILONZO	4120	19,868/=	3,290/=	50,000/=
47	JOSEPH KOKOYO OGWAYO	3087	27,580/=	6,003.75/=	100,000/=
48	ANDREW KAMAU GATETE	5864	21,180/=	31,000/=	100,000/=
49	GEORGE WAWERU MWANGI	6023	14,564/=	2,672/=	100,000/=
50	LINUS BIRUNDU OMBUNA	3746	19,330/=	3,250/=	50,000/=
51	NZIOKI NDUNDA	956	11,310/=	3,290/=	50,000/=
52	DAVID SYANDA KILUNDO	600	13,744.87/=	3,290/=	100,000/=
53	GIDEON OMBURA OUMA	3788	41,640/=	10,133/=	100,000/=
54	WAMBUA MBELENZI	2806	16,551/=	2,440/=	100,000/=
55	LAWRENCE MWANGI IRERI	1140	22,101.70/=	4,171/=	50,000/=
56	SIMON NDUNGU WANYEKI	1885	17,253/=	4,171/=	50,000/=
57	EDWARD MULI	3970	12,436/=	4,171/=	100,000/=
58	PHILIPH MUTUKU NYANZI	2326	14,722.60/=	4,171/=	100,000/=
59	EVELYNE P. A. OYWA	3717	41,264/=	5,295/=	50,000/=
60	NYAMBARIGA SILAS ONGIGE	2674	24,079/=	3,290/=	50,000/=
61	JOHN KIVULI	7926	11,725/=	3,290/=	100,000/=
62	PETER MWENGI NGUNZE	5642	20,696/=	28,000/=	100,000/=
63	SUSAN RASMAS CHITECH	7986	12,319.19/=	3,290/=	100,000/=
64	JOHN MUCHEMI IKINYA	5964	34,741/=	57,465/=	100,000/=
65	ROBERT M. NJULU	7950	9,467.31/=	2,045/=	50,000/=
66	DAVID NDALINGA	2846	19,765.84/=	3,290/=	50,000/=

Schedule of Payment

745

67	MUTUVI JUMA MOHAMED KIDANGA	7932	11,728.58/=	2,852/=	100,000/=
68	MOHAMMED SAID BWANA IMANI	7807	21,433.37/=	4,547/=	100,000/=
69	GIDEON K. MWENGI	436	33,491.22/=	5,605/=	100,000/=
70	FRANCIS NGUNZE K.	122	20,961.10/=	2,420/=	100,000/=
71	DOROTHY MBEKE SHENYE	6307	21,084/=	31,000/=	50,000/=
72	MAURICE SAKWA	4331	12,198/=	2,420/=	50,000/=
73	STANLEY G. KENGARA	7132	21,622/=	3,290/=	50,000/=
74	BARSHORA WACHU BAJARA	1874	20,345.50/=	3,290/=	100,000/=
75	GEORGE S. MSHEDI	7761	36,653.72/=	5,605/=	100,000/=
76	DZOMBO CHARLES MBURA	0506	23,899.50/=	4,605/=	100,000/=
77	JEREMIAH MUNZAA	7964	12,319.66/=	3,752/=	100,000/=
78	DOUGLAS HARMTON MALINGI	037	8,824.60/=	2,441/=	100,000/=
79	HAMAD JUMA MWANGUPU	7726	13,936.60/=	2,800/=	100,000/=
80	LEONARD DUME MBOGA	7709	25,533.18/=	4,627/=	100,000/=
81	DAVID MAZERA JOHN	7900	12,349.82/=	3,752/=	100,000/=
82	JOSEPHINE CHEZEEZ NDOSHO	441	13,492.40/=	3,290/=	100,000/=
83	SAIDI AWADHI AWAYU	3400	11,483.20/=	1,628/=	100,000/=
84	DARIUS KILAMBO	7886	15,793.76/=	2,627/=	50,000/=
85	DONAS KIRICHA LOMBO	2915	15,503.31/=	2,627/=	100,000/=
86	RACHEL V. W. KEAR	7839	20,789.84/=	2,832/=	100,000/=
87	DILTON PASCAL KITATU	0502	17,106.94/=	2,340/=	100,000/=
88	BONIFACE MUTUKU NDAKA	7868	20,974.56/=	3,627.02/=	100,000/=
89	KIMANI NGERE WAITITU	7759	25,605.34/=	3,527/=	100,000/=

Schedule of Payment

90	ZIPORAH DENA FUKWE	0462	15,793.76/=	2,627/=	100,000/=
91	KENA H. KOMORA	0648	18,591.65/=	3,627/=	100,000/=
92	CONSTANTIUS MWAKIO MAGHANGA	4360	10,551/=	2,105/=	50,000/=
93	M. ASHODI M. NGIMI KONGONINGA	7901	11,206.10/=	2,360/=	50,000/=
94	OCHIENG OMOLLO	5136	28,975/=	23,813/=	152,891/=
95	ALPHONCE MWAVULA MWAKIZAI	0585	7,780/=	1,200/=	100,000/=
96	BERNICE WANGECI KING'ORI	5658	43,623.20/=	25,000/=	100,000/=
97	GIBSON WANJHIA M.	3878	19,118/=	3,280/=	50,000/=
98	MWANGI WAMBUGU	1014	7780.01/=	1,200/=	50,000/=
99	ANDREW KENGA'RA MAIGO	724	7,780.01/=	1,200/=	50,000/=
100	GLORIA AWUOR MANGO	5403	14,054.50/=	3,280/=	100,000/=
101	REUBEN MBIU MWATINGU	696	12,500/=	2,420/=	50,000/=
102	BOOKER AWIMBO OGUTU	2263	18,267/=	2,420/=	50,000/=
103	JECONIAH ORONJE OWUOR	3227	18,267/=	2,420/=	50,000/=
104	BEATRICE M. KILIO	7762	22,143.54/=	2,852.02/=	100,000/=
105	ASHFORD M. AYUBU	7945	14,670.98/=	2,105/=	100,000/=
106	VICTOR MTUANGUO	3111	10,809.85	2,105/=	100,000/=
107	NARISIS M. MTULA	7851	14,024/=	2,105/=	100,000/=
108	WILSON NJUKI MAARA	5327	30,211.20/=	4,171/=	100,000/=
109	CHARLES KIMANI KABUGUA	1266	38,879/=	6,296/=	50,000/=
110	GABRIEL MAINA WAIRE	5119	32,247/=	6,296/=	100,000/=
111	PATRICK NDEGE MUGANE	1694	14,500/=	6,636/=	50,000/=
112	WALLACE SHAKE	4433	4,916/=	2,441/=	100,000/=

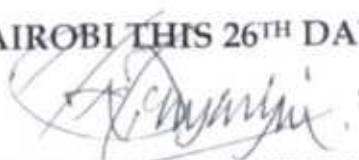
548

Schedule of Payment

549

113	BENJAMIN MULWA MWANIA	2816	10,726/=	2,420/=	50,000/=
114	ROBERT M. MWAWUGANGA	3998	15,150/=	4,171/=	100,000/=
115	RAU TSUMA	7738	26,638/=	4,022/=	100,000/=
116	HAMISA MOHAMMED KIDANGA	1591	16,620/=	3,490/=	100,000/=
117	ABRAHAM ORINA	3490	34,084/=	5,406/=	50,000/=
118	ZACKARIA STANLEY WAMBUGU	2380	29,563/=	4,171/=	50,000/=
119	PATRICK KAMAU KAGOTHO	5829	30,000/=	25,000/=	100,000/=
120	JERUSHA IRENE SUERO	5954	26,968.00/=	4,270/=	100,000/=
121	DAVID MIRERA WACHI	597	36,966/=	6,295/=	50,000/=
122	PAUL MUTHINI IVUSU	3264	18,296/=	4,226/=	50,000/=
123	ISAACK KARANJA WAMBUGU	5489	26,148/=	5,212/=	100,000/=
124	DAVID MUSYOKI KITISO	3543	18,480/=	2,420/=	50,000/=
125	JOHN KURIA NGUMI	1910	26,379.99/=	6,543/=	50,000/=
TOTAL					9,405,541

DATED AT NAIROBI THIS 26TH DAY OF FEBRUARY 2018


J. HARRISON KINYANJUI & CO.
 ADVOCATES FOR THE PLAINTIFFS

Schedule of Payment

550

DRAWN & FILED BY: -

J. HARRISON KINYANJUI & CO. ADVOCATES
ST. ELLIS HOUSE
4TH FLOOR, SUITE 416
P.O. BOX 10024-00100
WABERA STREET
NAIROBI

TO BE SERVED UPON

O.P NGOGE & CO. AVOCATES
COFFEE PLAZA, 4TH FLOOR
P.O BOX 3430-00200
NAIROBI

KAPLAN & STRATTON ADVOCATES
WILLIAMSON HOUSE 9TH FLOOR
P.O BOX 40011-00100
NAIROBI

NAMADA & CO. ADVOCATES
PHOENIX HOUSE, 6TH FLOOR
P.O. BOX 72881-00200
NAIROBI

Schedule of Payment

1

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

LAWRENCE NDUTTU & 156 OTHERS.....PLAINTIFFS


- V E R S U S -

KENYA BREWERIES LTD.....DEFENDANT

CERTIFICATE OF URGENCY

I, **NAMADA SIMONI**, Advocate do certify this Application as being extremely URGENT since it is now more than one year since the Court ordered the Defendants to pay the settled clients represented by M/s Namada & Co. Advocates in this case. But in spite of follow up and agreed settlements, the balance of outstanding payments have not been paid since, creating anxiety amongst the entitled Plaintiffs and unbearable pressure upon the Advocates dealing with numerous clients. It is important and necessary that the Application be heard urgently and on priority to bring this long running matter to a close.

Dated at Nairobi this 15th day of October 2024


Namada Simoni
Advocate for the Plaintiffs/Applicants

Drawn & Filed by: -

Namada & Co. Advocates
Woodlands Business Park, 4th Floor
Kiambere Road, Upper Hill,
Email: law@namadaadvocates.com
Tel: 0711888678
P.O. Box 72881-00200
NAIROBI.

To Be Served Upon: -

Kaplan & Stratton Advocates
Williamson House, 4th Ngong Avenue
P.O BOX 40111-00100
NAIROBI.
Email: ks@kapstrat.com

551

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

LAWRENCE NDUTTU & 156 OTHERS.....PLAINTIFFS

- V E R S U S -

KENYA BREWERIES LTD.....DEFENDANT

NOTICE OF MOTION

(Under Section 1A, 1B and 3A of the Civil Procedure Act, Order 22 rule 18 as read with Order 51 rule 1 Civil Procedure Rules and all other enabling provisions of the law)

NOTICE is hereby given that this Honourable Court will be moved on the _____ day of _____ 2024 at 9.00 O'clock in the forenoon or soon thereafter for the hearing of this Motion brought by the Plaintiffs Applicant (Represented by Namada & Co. Advocates) for the hearing and determination of the following issues and for the grant of the following orders THAT: -

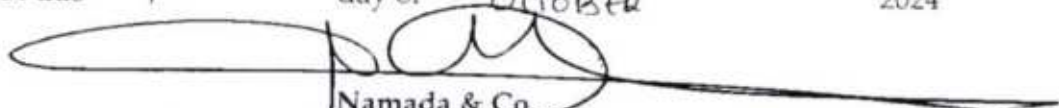
1. This Application be certified urgent and be heard ex-parte in the first instance.
2. This court do set down an urgent date on priority basis for the Managing Director, Kenya Breweries Limited/ East African Breweries Ltd and/or the Director of Finance Kenya Breweries Limited/ East African Breweries to appear before the Court in Person.
3. This Honourable Court do issue Notice To Show Cause and Summon the Managing Director and/or the Director of Finance Kenya Breweries Limited/East African Breweries Limited to appear before the Court on the date issued in terms of order 2 above and show cause why they have declined to make payment and settle the balance of the monies due to and entitled to by the Plaintiffs represented by M/s Namada & Co. Advocates as agreed and ordered since 26th May, 2023 to date now outstanding in the sum of Kshs. 13, 120, 938/=.
4. The costs hereof be provided for.

WHICH MOTION is supported by the sworn annexed Supporting Affidavit of NAMADA SIMONI and on the grounds:-

1. On the 26th May, 2023 while both parties were in court by order and Directions of the Court and Consent of the Parties, it was agreed and settled that all clients represented by Namada & Co. Advocates be paid off and their cases be closed.
2. That initial and follow up payments were made on 24th August, 2023 and on 13th June 2024 leaving a balance of Kshs. 13, 120, 938/= resulting from a totaling reconciliation.

3. That in spite of all the outstanding issues and mathematics having been clearly clarified in follow up correspondence over the last one year, payment of the balance herein has stalled completely.
4. This lethargy over one year has created immense anxiety among the many entitled to members who remain unpaid as the many of their colleagues have received their dues over the last one year and the non-payment has put immense undue pressure on the Plaintiffs' Advocate, not able to explain why entitled to payment is not coming through, with attendant personal security risks.
5. It is extremely necessary and in the interest of justice to the old Plaintiffs that the Managing Director /Finance Director of the Defendant Kenya Breweries Limited do attend Court to Show Cause why payment of the balance has not been made in spite of numerous correspondence and meeting confirming the final payments outstanding and payable to close this case.

Dated at Nairobi this 1st day of October 2024


Namada & Co.
Advocates for the Plaintiffs/Applicants

Drawn & Filed by: -

Namada & Co. Advocates
Woodlands Business Park, 4th Floor
Kiambere Road, Upper Hill,
Email: law@namadaadvocates.com
Tel: 0711888678
P.O. Box 72881-00200
NAIROBI

To Be Served Upon: -

Kaplan & Stratton Advocates
Williamson House, 4th Ngong Avenue
P.O BOX 40111-00100
NAIROBI
Email: ks@kapstrat.com

NOTE: *If any party served herein does not attend on the day and time scheduled, same will proceed and orders granted their absence notwithstanding*

553

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

SUPPORTING AFFIDAVIT

I, **NAMADA SIMONI**, of P.O. Box 72881-00200 **NAIROBI** do hereby make oath, swear and state **THAT: -**

1. I am the Advocate who has been on record for the Plaintiffs I have represented in this case from year 2012 to date hence completely familiar with this case.
2. I can competently swear this Affidavit as the Application is completely technical in nature mainly touching on the mathematics totaling up the amount due to the Plaintiffs.
3. That on 26th May, 2023 by consent and with the directions of the court, it was agreed that payment be made in respect of clients represented by ourselves in the case.
4. We proceeded to compile the list of our clients due for payment and settlement.
5. At the totaling of the amount payable, we compromised costs at **Kshs. 1, 500,000/=** with the amount coming to a total to **Kshs. 61, 378, 663/=**. Later we realized the totalling had a huge mathematical error.
6. A down payment of **Kshs. 57, 500, 000/=** was made on **24th August 2023** leaving a balance then of **Kshs. 3, 878, 663/=** then. *Annexed marked NS-1 are the initial letters in correspondences.*
7. Immediately we stated making payment to the plaintiffs a few discrepancies and inconsistencies were noted;
 - 1) The payable amounts were not tallying in tandem with the Plaintiffs numbers due for payment. There was soon discovered a totaling error when all plaintiffs were put into an excel sheet. Instead of a total of **Kshs. 71, 154, 081/=** it had been totalled as **Kshs. 61, 378, 663/=**.
 - 2) Some Plaintiffs who came for payment produced documents showing that they had refundable deposits which had not been captured in the schedule as prepared by the Hon. Judge.

- 3) Some plaintiffs' salaries had been underquoted in calculating their due and payable amounts in terms of the judgment orders.
 - 4) Some Plaintiffs had been omitted from the payment schedule though they were in the Judgment.
 - 5) Some Plaintiffs had been wrongly entered in a list of those alleged to have changed instructions to Otwal & Manwa Advocates and yet they had not given such instructions and therefore retained instructions with us and wanted to be paid to close their claim and case. They signed relevant affidavits.
8. I then did a proper reconciliation of all issues, compiled them and summarized them in a letter dated **30th April 2024** which I served upon the Defendant's Advocates complete with the supporting documents. *Annexed marked NS-2 is the letter.*
 9. We consequently held a meeting between the Defendant's Advocates and myself and reconciled the issues outstanding and waited for the final Payment.
 10. On **13th June 2024** a second payment of **Kshs. 5, 378, 663** was received leaving a balance of **Kshs. 13, 120, 938** paid and unexplained.
 11. There have been numerous telephone calls and follow up letters which remain unattended to date. *Annexed marked NS-3 are the followup letters.*
 12. In the meantime, many of the Plaintiffs who are entitled to payment from the outstanding balance have continued to bombard me with telephone calls and continuous attendance at my offices without my ability to give them any definite answer as to when they will get their final payment a situation which has created a lot of anxiety amongst them and put unbearable pressure on me as their Advocates in the matter especially after most of the other Plaintiff have come through and received their due payments. This is turning into a personal security risk issue.
 13. In spite of my letters and tele calls to the Defendant's Advocates, there has been no movement towards the final payment which out of necessity forces this Application to be

SSS

made for the Managing Director and Finance Directors of the Defendant to be summoned to court to show cause why they have not paid this outstanding balance.

14. It is in the interest of justice that this action is taken to help close this matter and file and bring the long outstanding case to closure.

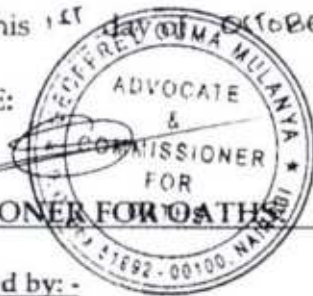
15. All that is deponed to herein is true to the best of my knowledge, information and belief.

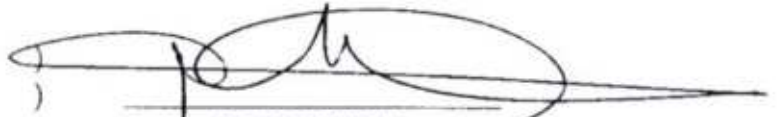
Sworn by the said
NAMADA SIMONI

At Nairobi this 1st day of October 2024

BEFORE ME:

COMMISSIONER FOR OATHS




(DEPONENT)

Drawn & Filed by: -

Namada & Co. Advocates
Woodlands Business Park, 4th Floor
Kiambere Road, Upper Hill,
Email: law@namadaadvocates.com
Tel: 0711888678
P.O. Box 72881-00200
NAIROBI

To Be Served Upon: -

Kaplan & Stratton Advocates
Williamson House, 4th Ngong Avenue
P.O BOX 40111-00100
NAIROBI
Email: ks@kapstrat.com



NAMADA & CO. ADVOCATES

Advocates | Legal Consultants | Commissioners of Oath | Notaries Public
Certified Public Secretaries | Certified Legal Auditors

OUR REF.....11-211-12 ...

DATE.....7th August, 2023

Attn.: Adv Peter Gachuhi
Kaplan & Stratton Advocates
Williamson House, 4th Ngong Avenue
P. O. Box 40111-00100
NAIROBI

Dear Sir,

REF: HCCC NO. 279 OF 2003

LAWRENCE NDUTU & OTHERS - VS - KENYA BREWERIES LIMITED

We refer to the above matter and to our telecom this afternoon.

My clients' representatives were in the office following up and I consulted them immediately.

They have given the green light on payment from the 25th August with receipt expected on or before the 24th as indicated by yourself.

My clients' representatives have noted and insisted further that interest had been worked out only to the 24th July 2023.

Given that payment receipt is expected on 24th August 2023, they indicate and I agree that they are entitled to interest for the 1 month to 24th August 2023.

This works out as follows:

(i)	Total payable as per letter served on 24/7/2023 ...	-	Kshs. 59, 270, 953/=
(ii)	Inclusive of costs	-	Kshs. 1, 500, 000/=
	Total	-	Kshs. 60, 770, 953/=
(iii)	Add 1 month's interest being $12/100 \times 1/12 \times 60770953 =$	-	Kshs. 607, 710/=
	Total due to 24/8/2023	-	Kshs. 61, 378, 663/=

Yours faithfully,

Namada Simoni.

law@namadaadvocates.com

/lm

This is the exhibit marked NS-1
referred to in the annexed affidavit
of NAMADA SIMONI
Sworn before me this 1st
day of OCTOBER 2023
at Nairobi-Kenya

J. Namada Simoni, L.L.B (Hons) Nairobi

R.O. Owar, L.L.B. (Hons) Kampala (K.I.U)

M.A. Alividza, L.L.B. (Hons) Kenyatta

Woodlands Business Park | 4th Floor Suite No. 13
Kiambere Road, Upperhill Nairobi

P. O. Box 72881-00200 Nairobi.

Mobile 0711 888 678 | 0733 667 278 | 0722 833 512
Email: law@namadaadvocates.com

557

Kaplan Stratton
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 2641000
(0) 20 2733919
M: (0) 722 205782/3
(0) 733 699012/3
Int'l Code: +254
DZ: No. 19

YOUR REFERENCE

11-211-12

OUR REFERENCE

PMG/KE/10/172

DATE

23 August 2023

Namada & Company
Advocates
Woodlands Business Park
4th Floor, Suite No. 13
Kiambere Road, Upperhill
NAIROBI

Dear Sirs,

HCCC No.279 of 2003
Lawrence Nduttu & Others vs Kenya Breweries Limited

This is the exhibit marked NS-1
referred to in the summons & writ
of NAMADA & COMPANY
Sworn before me on the 23
day of OCTOBER 2023

COMMISSIONER FOR OATHS

We refer to your letters dated 1st & 7th August 2023.

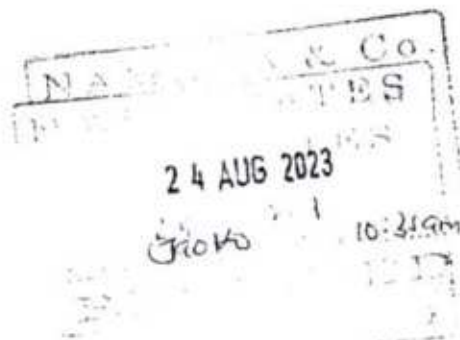
We shall remit to you the sum of Kshs. 61,378,663/- being payment due to the Plaintiffs represented by your firm. The payment shall be made to your account for onward transmission to each of the Plaintiffs as agreed against your professional undertaking to us. (See attached List of Plaintiffs to be paid). We have instructed our bankers to remit the first tranche of Kshs. 57,500,000/- The balance of Kshs. 3,878,663 will be remitted shortly.

Kindly let us have the duly signed discharge vouchers (this has been sent to you in soft copy) together with the copy of identity cards for the Plaintiffs. A consent letter will then be filed in court.

Yours faithfully,


P. Gachuhi
KAPLAN & STRATTON

Cc: Client





NAMADA & CO. ADVOCATES

Advocates | Legal Consultants | Commissioners of Oath | Notaries Public
Certified Public Secretaries | Certified Legal Auditors

11-211-12

OUR REF.....

YOUR REF.....

28th February, 2024

DATE.....

Attn. Mr. Gachuhi
Kaplan & Stratton Advocates
Williamson House, 4th Ngong Avenue
P. O. Box 40111-00100
NAIROBI

Dear Sir,



REF: HCCC NO. 279 OF 2003

LAWRENCE NDUTU & OTHERS - VS - KENYA BREWERIES LIMITED

Find forwarded the consolidated list of plaintiffs so far paid.

We confirm that we continue paying clients as and when the clients arrive and will do so to completion in terms of our undertaking.

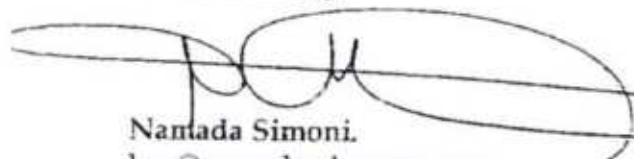
Do let us now close on the remaining issues/payments as per the previous letters.

Every payment received was attached to every client.

So we cannot use any balances of funds from those already provided for, to clear any other uncovered plaintiffs.

Please as severally indicated do let us have a meeting to close on all outstanding issues.

Yours faithfully,


Nantada Simoni.
law@namadaadvocates.com
/lm

It is the entire and sole act and deed of
referred to as the said Plaintiff
of NAMADA (S) LIMITED
Sworn before me this 1st
day of OCTOBER 2024

at Nairobi-Kenya

COMMISSIONER FOR OATHS

J. Namada Simoni, L.L.B (Hons) Nairobi

R.O. Oduor, L.L.B. (Hons) Kampala (K.L.U)

M.A. Aliviana, L.L.B. (Hons) Kenyatta

Woodlands Business Park | 4th Floor Suite No. 13
Kiambere Road, Upperhill Nairobi

P. O. Box 72881-00200 Nairobi.

Mobile 0711 888 678 | 0733 667 278 | 0722 833 512

Email: law@namadaadvocates.com

559

Namada & Co. Advocates

From: Namada & Co. Advocates <law@namadaadvocates.com>
Sent: Tuesday, April 30, 2024 3:03 PM
To: 'Peter Gachuhi'; 'Victor Njenga'
Attachments: EX-KBL SCHEDULE.xlsx; MERGED SCHEDULE-1.docx

Attn. Mr. Gachuhi
Kaplan & Stratton Advocates
Williamson House, 4th Ngong Avenue
P. O. Box 40111-00100
NAIROBI

Dear Sir,

REF: HCCC NO. 279 OF 2003
LAWRENCE NDUTU & OTHERS - VS - KENYA BREWERIES LIMITED
REVISED WORKOUT

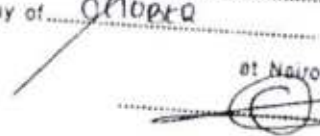
We refer to our letter of 12th October 2023 (*received by yourselves on 23rd October 2023*) and to your response of 15th December 2023.

We have relooked through every item with extreme caution. We have even prepared an excel sheet reconciliation of the payment schedule.

Our final workout comes to the following conclusion

(A) Calculation/totallying errors on the schedule of 24th June 2023

- | | | |
|------|--|------------------------------------|
| (i) | (a) previously presented and agreed totals (see our letters of 7/8/2023 and your letter 23/8/2023) - | Kshs. 35, 705, 393/= |
| | (b) Add interest as worked out then - | Kshs. 23, 565, 560/= |
| | (c) Add Interest to 24 th August 2023 - | Kshs. 607, 710/= |
| | (d) Add costs - | <u>Kshs. 1, 500, 000/=</u> |
| | Total - | <u>Kshs. 61, 378, 663/=</u> |
| (ii) | (a) Totals now as per the worked out Excel sheet accurate calculations - | Kshs. 41, 659, 132/= |

This is the exhibit marked NS - 2
referred to in the annexed affidavit
of NAMADA (CINOW)
Sworn before me this 1st
day of October 2024
at Nairobi-Kenya

COMMISSIONER FOR OATHS

560

(b) Add interest to 24/8/2023 being

41,659,132 x 12% x 5.6 - Kshs. 27,994,936/=

(c) Now add costs as agreed - Kshs. 1,500,000/=

Total - Kshs. 71,154,068/=

Using the current actual Kshs. 71,154,068/=

Less amount received Kshs. 57,500,575/=

Balance Payable Kshs. 13,653,493/=

(B) Our clients omitted from the payment schedule not on the Otwal Manwa's list.

This has come down to the following 4 only

	NAME	No. on judgment list	Refundable deposit	Salary	Total
1.	Onesmus Mwanganda Hezron	687	50,000/=	24,981.51/=	74,981.51/=
2.	John Kamau	88	50,000/=	52,211.75/=	102,211.75/=
3.	James Gitau	179	NIL	42,000/=	42,000/=
4.	Nzuki Mutua	528	NIL	37,850/=	37,850/=
	TOTAL		100,000/=	157,043.26/=	167,043.26/=

Amount due to them - Kshs. 167,043/=

Interest 167,043.26 x 5.6x12% = Kshs. 112,252/=

Total Kshs. 279,295/=

(C) Plaintiffs who have signed affidavits disowning their inclusion in the Otwal & Manwa list and calling for their payments through ourselves.

Remain the same as in the letter of 12th October 2023, scheduled hereunder again

	Name	No. on judgment list	Refundable Deposit	Salary	Total
1.	Bernard Anjili Makanga	43	100,000/=	18,590/=	118,590/=

2.	Wellington Chapia Okuyumba	18	50,000/=	19,777/=	69,777/=
3.	Athanas Nzau	823	50,000/=	13,737/=	63,737/=
4.	Isaac Njue Ngugi	406	100,000/=	16,610.63/=	116,610.63/=
5.	Joseph Kiio Mutungi	513	50,000/=	74,437/=	124,437/=
6.	Benjamin Muiruri Wamai	262	50,000/=	15,348/=	65,348/=
7.	Nicholas Irungi Gicharu	554	50,000/=	13,818/=	63,818/=
8.	Jimia Ali Babala	358	100,000/=	33,072/=	133,072/=
9.	Jairo Okumu Onyango	87	NIL	23,832.66/=	23,832.66/=
10.	Peter Mwangi Kagwanja	502	50,000/=	10,694/=	60,694/=
11.	James Njoroge Kirangi	192	NIL	11,367/=	11,367/=
12.	John Museru Watako	231	NIL	28,109/=	28,109/=
13.	Jackson Kivuitu Ngunze	464	50,000/=	27,910/=	77,910/=
14.	Fredrick Kimeu Nzivo	751	50,000/=	40,432/=	90,432/=
15.	Peter Mwai Kihara	427	100,000/=	38,612/=	138,612/=
			Total amount		1,186,246/=

Amount due to them	-	Kshs. 1,186,246/=
Interest $1,186,246 \times 12\% \times 5.6$	-	<u>Kshs. 797,157/=</u>
Total	-	Kshs. 1,983,403/=

(D) Refundable deposits

We note your position in the letter of 15th December 2023 declining to consider this plea. We think on pure humanitarian grounds, given that the company actually withheld the amounts as proved by the documents they presented, (see letter of 12th October 2023) they should be paid.

(E) Plaintiffs whose salaries were wrongly captured.

The revised numbers are as below

		No. on judgment list	Amount Quoted	Correct Amount as per payslip	Underpayment
1.	Titus Kaswahili Samwel	901	11,020/=	70,497/=	59,477/=
2.	Cyprian Kobia Mberia	691	36,527/=	136,858.23/=	100,331.23/=
3.	Joyce Kageci Gichuna	941	11,020/=	29,135/=	18,115/=
4.	Edwin Ngangira Gatei	309	25,636/=	42,258/=	16,622/=
5.	Stephen Karanja Chege	943	13,461/=	54,742/=	41,281/=
6.	Bernard Munyao	646	22,390/=	31,405.85/=	9,015.85/=

Their payslip evidence showing their actual salaries as against the amounts wrongly entered in our payment schedule were presented in the letter of 12th October 2023.

Total underpayment	-	Kshs. 274,382/=
Interest 274,382 x 12% x 5.6	-	<u>Kshs. 184,385/=</u>
Total	-	Kshs. 458,767/=

Kindly note that the salaries were not part of the judges compilation but our compilation which seemingly for the above named plaintiffs captured wrong figures now being corrected. We also think it's only fair to correct and pay the right amount.

Cumulative totals

(A) Kshs. 13,653,493/=

(B) Kshs. 279,295/=

(C) Kshs. 1,963,403/=

(E) Kshs. 458,767/=

Total due and payable Kshs. 16,374,958/=

Kindly pay above to close. If your clients are totally unable to consider the refundable deposits.

Regards,
 Namada Simoni,
 Senior Partner
 Namada & Co Advocates

563

LAWRENCE NDUTTU 6,000 OTHERS VS KENYA BREWERIES LIMITED

NAME	WITHHELD AMOUNT	SALARY	JUDGMENT NO
Urbanus Ngwilli	0	25205	1
John Njendu Kirubi	50000	36283	8
Michael Thinwa Kibui	50000	20634.17	9
Peter Kagika Muturi	100000	22079	10
Athumani Omari	0	22831	11
Mohammed Said Ali	50000	29784	14
Mathias Muia Mwanthi	0	30939.28	15
Tom Sila Mulundi	50000	28064	17
Hannah Waithira Wanjiru	50000	17460	19
Joseph Melau Tioyanga	0	17832	22
Henry Mbiti Mulu	0	13857	23
Sammy Madeshe Simila	0	23641	24
Benedict Mutie Katuku	50000	43552.55	27
Hezron Kaburu Boro	0	23937	28
Joan Wairimu Kigo	100000	19777.16	29
Gakwil Erana	0	41000	32
Charles Mbutia Gitagia	25000	17369.5	33
Michael Hosea Ayiecha	54909	41505	34
Rosina Talasi Muinga	50000	13392	36
John Mungai Ng'ethe	50000	21425	39
Eshmael Ng'ethe Mungai	100000	41000	40
Benson Benard M. Musonga	100000	21376	41
Simon Munyua Kamano	50000	21791.25	42
Joseph Wambugu Wahome	0	25889.8	44
Richard Ngao	100000	28502.11	45
James Mukundi Gathara	50000	120465.44	46
Harun Ismail Sebit		13278	47
Abdul Abdalla Mohammed	21000	27162	48
Paul Jackton Maloba	0	16741	51
Mohammed Abdullah Kasigara	0	28560	52
Peter Muli Nyala	50000	31789	54
James Wachira Njau	50000	31788.81	55
Alex Chege Mwangi	0	65326	57
Charles Kivati Ngau	50000	24906	58
Peter Othiambo Ochieng	100000	30014	59
Napoleon Nathan Kamau	0	105525	60
James Waigwe Mutura	0	21230	61
Clement Njunge Ndungu	0	12910.35	64
Salim Ismail Ibrahim	50000	34630	66
Mark Mukoya Abuoga	50000	33620	67
Laird Mushimba Samuel	50000	19593.87	68
Ann Wanjiru Mwangi	50000	20687	69
Godfrey Githui Wangige	50000	42054	70
Fred Kiarie Maina	50000	23169.2	72
Lewis Wambugu Mugo	0	29881	73

This is the exhibit marked NC-23169-2
 started to in the annexed affidavit
 of WAMBUKU
 sworn before me this 1st
 day of OCTOBER 2024
 at Nairobi-Kenya

564

HCCC NO 279 OF 2003

LAWRENCE NDUTTU 6,000 OTHERS VS KENYA BREWERIES LIMITED

Jackson Nuli Nzau	0	27910.6	76
George Kanti Mitheko	50000	30000	77
Joseph Onduru Oduor	0	21000	78
Edward Mwaura Gachie	0	26684	79
Joel Muriu Kamau	100000	66786	80
Erastus Karago	0	22954	82
John Wabuga Kangethe	50000	18980	83
Stephen Njenga Kahuku	0	22172.95	85
Peter Kiruku	50000	51643	86
Geoffrey Njoroge	0	22135.45	89
Raymond Gachomba	0	31648.98	91
Charles Wambugu Mangi	0	28502	92
Joseph Oloo	0	20551	93
Joseph Kabogo Karanja	0	34389	94
Francis Omondi Obure	50000	27310	95
Reginald Nganga James	50000	40231	96
Stephen Wambura Njau	50000	25005	97
Mathew Gichuhi Kirago	0	40508	98
Tonkei Ole Mapi	60000	19761	99
Joseph Mutinda	50000	21425	100
Benard Mwilu Mwololo	50000	30000	101
Joyce Nyawira	50000	22529	102
Lydia Mwangi	30000	12759	103
Boniface Ngui Kioko	50000	33866.9	104
Benjamin Mutisya	50000	28667	105
Grace Lilian Athiany	0	30000	106
Peter Kiruma	0	18462.8	107
John Mathini Mwaura	0	43227.32	109
James Bedan Kigo	0	9638	111
Moses Njeru Muriuki	0	21504	113
Mohamood Hamza Gitau	0	30982.69	114
Maingi Mungai Kagiri	75	28667	115
Mbugua Kimatu Mbugua	0	9759	118
Moses Kuria Mwangi	50000	36391.26	119
John Rasaki Oyeng	50000	22554	120
Joseph Kimani	0	19140	121
Joseph Mwaniki	100000	15795	122
Peter Mysyoka Musesi	0	28600	125
Caleb Opuka	0	25902	128
Michael Njoroge Kamau	100000	31625.41	126
January Kakui	0	11745.18	129
Onesmus Kiragu	0	26501	130
James Ngandu	0	18685	133
Julius Nduni	50000	16870.7	134
Samuel Mbugua Mwanji	50000	42082	135
Zacharia Kabiru	50000	22918.1	136
Edward Ndegwa	0	61781	137

HCCC NO 279 OF 2003

LAWRENCE NDUTTU 6,000 OTHERS VS KENYA BREWERIES LIMITED

Mwaniki Mutunga Ngula	0	18481.4	139
Michael Nduta	50000	28047	140
Jonathan Ndolo	50000	41995	141
John M. Njoroge	0	29685	144
John Njoroge Gakuru	50000	37163	145
Phylis Wambui	0	12914	147
Richard Muriithi Kariuki	0	27238	148
Donald Owino Okello	0	29973	149
Eliezer Onchieku	50000	24099	150
Stephen N. Kalii	0	28667	151
David Waweru Kariuki	0	40438.91	152
Nancy E. Nyaga	0	33856	153
Rosemary Wanjiku Njoroge	0	17011.37	154
James Kangethe Ndai	0	16169.61	155
James Kihiki Kariuki	50000	14186	156
George Mbugua Njino	0	24319	157
Zackayo Ngimeu Nduati	0	19678	158
Ernest Gakero Ndirangu	0	31625.41	159
Geoffrey Mburu Mungai	50000	23434.97	160
Felix Kiarie Mwangi	100000	40508	161
Joseph O Keya	50000	13146	165
Peter Maina Kamau	50000	17204.9	166
Francis K. Nuguna	50000	26859	167
Julius Ngunjiri Wanyiri	100000	13374	168
Edward Kariuki Kamwana	0	47143.73	169
John Njoroge Mbago	17700	35850	170
Simon Ruttoh	50000	23849	171
Eliud G. Chomba	50000	14010	173
Kithuka Kioko	0	28667	174
Solomon Mutisya	100000	28502.11	175
Wilson Mutua Mutune	0	16582	176
Charles Wathiga	50000	28057	177
James Mwangi Thuo	50000	20227	180
Lawrence M. Kuburendi	60000	30548	181
Geoffrey K. Mucheke	50000	19777	183
Keffars Kariuki Kaguanyu	0	41505.13	184
Sammy Mwangi	0	32623	185
Nancy Mwangi	0	27865	186
Ann Kamba	0	36534.57	188
Samuel Muchiri Muiruri	100000	19812.14	189
Benson Irungu Mwangi	100000	42803.57	190
Julius Kariuki	50000	11739.59	191
Eunice Wanjugu Kahuiria	50000	11367	194
Edward N. Kairu	0	14061	195
Muema Daniel	50000	21425	197
Nzioka Wambua	50000	34519.77	198
Patrick N. Ndunda	50000	36669	199

LAWRENCE NDUTTU 6,000 OTHERS VS KENYA BREWERIES LIMITED

Francis Matheka Mulwa	0	11836.05	201
George Nuandiko Kathisya	0	12807.3	203
Tom Kabiti Venge	0	30795	204
Robinson Ndungu Ngugi	50000	30664	205
George Muia Muisya	100000	18590	207
Evan Njuri Ngangira	0	26923	208
John Ngugi Wanjau	10400	23435.1	209
David Ngugi	0	25956	212
Petronilla Wanjiru	0	13245	213
Kadogo Pascal	100000	25779	215
Patrick Kibunja Ndungu	50000	13762	216
Moses Mwikya Lelu	0	38352.6	217
Evans Muroko Mithamo	50000	16155.2	218
Francis K. Macharia	0	14050	219
Stephen Gitau Kimani	50000	22957	220
Joseph Kinyanjui	50000	21255	221
Laban Gichara Njoroge	0	30334	222
John Karani Juriuki	50000	21630.45	223
James Muriu Gicharu	0	20447.5	224
Stephen Wangombe Theuri	0	36487	225
Ngugi Kiragu	50000	28667	226
Abdalla A. Kibarabara	0	14419	230
Benjamin Kavoi Mwikya	0	42403	232
Samuel Munene Kagugani	100000	31258	233
Boniface Wanjema Njenga	50000	13785	234
Ritalind Njeri Njoroge	50000	28588.6	238
Moses N. Njagi	50000	26683	242
Timothy Gathua	0	12852	243
G. M. Ngaruiya	50000	29234	244
Hassan Sora	50000	43034.9	247
S. M. Muhia	50000	47655	248
David Mutind Mwangagi	0	26688	249
John Mwaniki	50000	12852.76	252
John Gitoro	50000	13150	254
James Amolo	0	39917	255
Simon Mutisya	0	22173	256
Nelson Kinga	0	18700	257
Kenneth Kageto	50000	20300	258
Karim H. Karim	100000	23439.84	259
Symon Wairobi Gatuma	0	61213	260
Joseph Muthama	0	16560	263
Walter Ong'ang'o	100000	26526.15	264
Dominic Muriu Kungu	46000	14061	266
Joseph K. Kungu	10000	14641	267
Peter Kiguta Ndirangu	0	55192	268
Clemence Wakesho Mwadime	0	8822.3	269
Benard K. Sila	0	30600	271

HCCC NO 279 OF 2003

LAWRENCE NDUTTU 6,000 OTHERS VS KENYA BREWERIES LIMITED

Ramadhan Nughashe	0	22953	272
Yahya Hussein Gichuru	0	13937.8	273
Meshack Momanyi	100000	23641	274
Stephen Nderitu	50000	35141	276
Francis Muri Mwangi	0	39174	277
Henry Somba Mailu	50000	36192	278
Humphrey Rerei Mbugua	0	31401	279
Michael N. Mwaniki	50000	22290	280
Benard Nzimba	100000	20418	282
Charles Odinga	0	41508	283
Sila Muya	50000	30648	284
Fred Ngeno Soi	0	19029.36	285
Hadija Njeri Abdallah	0	20118	286
Martin Njiraini Murage	0	28248	288
Francis Kimotho	50000	31536.45	289
Wilson Muriithi	50000	24425	290
Daniel Magothi Muhuyu	50000	27359	291
Solomon K Kairu	0	66000	293
Augustine Nyakondo	0	55142	294
Chrispine Nyaga	0	24431	295
Nicholas Mutei Kirimi	0	29684.85	296
Robert Muriuki	0	85714	297
Richard Agunda Masinda	0	48654	304
Peter Muturi Njogo	100000	74340	306
James Kimani Wainaina	0	22172	307
Joseph A. Bwana	14495	34519.75	308
Edwin Ngangira Gatei	0	25636	309
Nahashon M. Kingi	0	30450	310
Samuel Ngangira Muiruri	50000	36247	312
Onesmus N. Ngoilovoi	0	20051	313
David Oloo Ouko	0	64141	314
Gabriel Njuguna Kariuki	50000	28046	315
Johana Muchimi Wachira	0	39065	316
Eliud Ouma Gome	0	26286	317
John Bunyi Gicharu	50000	26313	318
Francis Njaaga Tifus	0	12413.5	319
George K. Gichohi	50000	36248	322
Margaret W. Kinyua	50000	19777	323
Joseph Maina Macharia	50000	28060.62	325
Samson Onyangongao	0	28502.11	326
Kanya Kamau	0	12004.7	330
Samuel Gachuri	0	36409.27	331
Robert Muchuno Njuguna	100000	47900.71	332
Petr L. Opili	0	26286	333
Ephraim M. Njoroge	100000	20418	334
Peter Mburu Kibugi	0	26286	335
Robert Mbuthia Mungai	0	16659	336

LAWRENCE NDUTTU 6,000 OTHERS VS KENYA BREWERIES LIMITED

Macharia Muturi	0	19777	337
Isaac Njine Kariuki	0	35234	338
Francis M. Kangangi	0	16258	339
Josphat Mukundi Kinuthia	0	37453	342
Joseph K. Maina	50000	22906	346
Simon Njathi Mutora	0	22918.1	347
Samuel M. Thairu	50000	25461	348
John Muthoreri	0	33400	350
Justus Mutemi Wambua	50000	34520	352
Alfred Kibe	0	49127	353
Peter G. Gichoki	50000	25636	354
Edward K. Thairu	50000	39694	357
Robert W. Ndiangui	50000	19777	355
Joseph Waithaka Mbugua	60000	199534	359
George M. Thuo	0	31408	360
Julius Mwangondi	50000	43560	361
Boniface K. Masai	50000	33976	363
Nicholas Mackenzie	50000	33077	364
Daniel Ngewa Kioli	0	15237	365
Benjamin W. Matuva	50000	15348.9	366
Alex Wambandi	50000	20000	367
Peter K. Kimani	50000	14009	369
Henry K. Karanja	0	26923	370
Francis Bwire	0	29866.5	371
Martin S. Mutungi	50000	14139	372
Wanjohi Wachira	0	15416	373
James N. Gicheha	100000	25979.44	374
Michael W. Kariuki	0	23231.25	375
Hannington Kavuu	0	25450	376
Charlotte Mdr.e	0	33856	377
Rachael Kavuu	0	25044.55	378
Lycia Mbithi	100000	20789.94	379
Irungu Kamau	100000	15550.35	380
Barrack Habwe	0	30600	381
Robert G. Mboa	50000	22290	383
Leonard K. Irungu	0	28667	384
Andrew N. Kariuki	0	13300.9	385
Herman G. Mbugua	0	30982.69	386
Julius G. Macharia	0	10048.15	388
Joseph Korossi	50000	23869	389
Ernest Koskey	0	20149	390
Daniel Macharia	0	11405	392
Jim Kabue	0	27384	393
Job Mwanzia	0	22535	394
John M. Kiilu	50000	19346	395
Charles Ouma	100000	16741	396
Terry G. Walker	0	28667	397

HCCC NO 279 OF 2003

LAWRENCE NDUTTU 6,000 OTHERS VS KENYA BREWERIES LIMITED

John K. Nduati	50000	19358	399
Jonathann Muigai	50000	24319.61	400
Lawrence Ndungu Ngugi	0	16195	401
David Mungai	0	23984.3	403
Wario J. Bonaya	50000	28299	404
Timothy S. Kiilu	0	49127	405
Julius Km Mbuthia	0	22166	407
Richard S. Kilonzo	0	19811.75	408
George N. Kariru	0	19320	410
Dickson Njoroge	0	29152.64	412
Chriant Kinyale	0	18700	413
Alfred B. Obunga	0	22704	415
James Angawa Onyango	100000	35667	416
Samuel Kahunyo	0	13561	417
David Kamanga	0	21322	418
Joseph K. Mbugua	50000	22117.56	419
Robert M. Kitheka	60000	39968	420
Lois Wambui Ndirangu	0	30664	422
F. M. Gathiru	0	22800	424
Kitema Kimuli	0	14720.29	425
Joseph Irungu Wahagi	50000	19279	426
Maharia Rera	50000	20227.06	428
Edward Benson Thairu	0	13150	429
Eliud Mucunu Karimi	0	27198	430
Joseph Muhuni Njoroge	0	16169	431
Joseph Kipngetich Kirui	0	22957	434
Christopher Maritim	0	41110	435
Jamleck Wamai Ndirangu	0	22536	436
Peter Maithya Mwenga	0	18476.7	438
Peter Humphrey Kariuki	0	51643	440
Francis Kimani	50000	26933	441
George Kimani Nuthoni	0	22944.97	442
Charles Maina Githinji	100000	42427	443
Simon M. Gichu	0	18634	444
Njambi Ngaara	0	13826	445
Pauline Wairimu	50000	16003.2	449
David M. Kitaka	0	31203	450
Samsonm Muasya Mutungu	100000	20587.21	453
Dennis Kinyua Nyamu	100000	19157	454
Michael Okumu Lazarus Opata	50000	34520	455
Daniel Nyoike Nganga	0	12416	457
Patrick Munyiri Gichuki	50000	25774	459
David Nganga Wamai	0	19028.15	460
Onesphorous K. Karianjahi	50000	32223	462
John Kamau	100000	52211.75	463
Nelson Makumi Mangi	50000	22957	465
Willim K. Munguti	0	15966	466

570

LAWRENCE NDUTTU 6,000 OTHERS VS KENYA BREWERIES LIMITED

John Bwala Obwogo	0	17420.5	467
Sammy Wanjoohi Githinji	0	17840	468
Mwasya Muliko Kathuku	0	11758.75	471
Charles Njoroge Macharia	0	16169.61	472
John Gichomo Ngigi	0	13461	473
Festus Owino Odando	0	15253	474
Rahab Mukami Wanjohi	50000	22537	477
George Waweru Kimani	50000	33072	478
Charles Mburu Kinyanjui	0	20326	480
David Kahura Kimotho	0	16399	481
Zacharia Injetula	0	18368.1	482
Daniel Mulwa Musau	0	22790	483
James Mwangi Wainaina	60000	22933	484
Paul Muiya Muia	50000	27839	485
Ernest Irungu Wachira	0	16858	488
Samuel Thuo Kimani	0	13734	489
Jeremiah Mjlandi	50000	26286	490
Matthew Kariuki Mucembi	0	25368.8	491
Peter Thirikwa Mwangi	0	22957	492
John Kinuthia Muriuki	0	22173	493
Ndungu Njoroge	0	14720.29	494
Stanely Mburu Ngigi	50000	19370.22	498
Stephen Muriungi Nceene	50000	59210.16	499
Stanley Kiimu Ringera	0	33890	503
Peter Anthony Mureithi	100000	61909.63	504
Muthui Musyoka	0	15734.05	505
Nashon Muigai Kago	50000	20624.13	506
Justus Mbayi Abala	0	18627	507
Taabu Ali Guchu	0	22136.25	508
Mohammed Ali Godoro	0	38427	509
Joseph Wandere Doto	0	27084	510
Francinah Nuguna Ichagichu	30000	22172	512
Titus M. Kamali	50000	48594	517
Julius Ndungu Kinyua	100000	31789	519
Joseph Nthiwa Nthuku	50000	14891	520
Robinson Odhiambo	50000	27084	521
Silas Okeyo Asko	50000	21711	522
Francis Mbai Kitela	0	12221	523
Jonathan Kamande Thiru	0	15778	524
Peter Wachira Njuki	0	22957	525
Bernadette Nguta Mwikali	0	25565	526
Sephen Mwangi Kanyi	0	29314	530
Simon Wachira Ndugire	0	26327	532
Godfrey Mwangi Muthumbi	0	16279	533
Lawrence Kinyua George	0	15778	534
John Gatei Ngangira	0	22173	535
Julius Mithya	50000	25942	536

HCCC NO 279 OF 2003

LAWRENCE NDUTTU 6,000 OTHERS VS KENYA BREWERIES LIMITED

Mwanzia Maluta	0	22956	537
Beatrice Kibe Aigumo	0	4314892	538
Swynnerton Nazoi Achala	14000	25942.17	540
Bacho Kihono	0	18503.05	542
Stephen Gitaka Mwaura	50000	25820	543
Joseph Abuoga Okedah	0	32399	544
Peter Gichanga Muthungu	0	8782.25	545
John Mwangangi Mwabu	0	22957	546
Solomon Sonyi Mutemi	0	30664	547
Samuel Nganga	0	23849	548
Annastacia Ngina Mulwa	50000	30939	551
Chales Muriuki Gathura	0	18466	552
Adrain Kangoro Laikuru	0	11828	553
Joseph Nyakundi Nyangau	0	13644	555
David Njoroge Kamau	0	11065	556
Omar Ali	100000	26865.04	557
Ahmed Mohammed Kombo	100000	26078.77	558
Peter Njuguna Mararo	0	15278	559
Charlestone Mbuvi	0	21800	560
George Kariuki Kibe	536808	32409.5	561
Jeremiah Baibaya	0	254524	562
John Aupdo	0	31408	563
James Mwangi Horoho	0	28667	565
Ethan Murage Ngecho	0	30600	567
Ahmed Kiarie Njonge	0	22135.45	568
Francis Kasing Masila	200000	121003.87	570
Peter Mwaluga Muyusa	100000	255044.48	571
Nicholas Mgwili Kavoi	0	14061	572
Florence Musau	200000	31471	573
Benson Waweru Kiragu	7000	33962.86	574
James Michino	0	32000	577
John Kingi	50000	23849	579
Kimwele Kimanzi	0	13198	580
Peter Kimani Gichinga	50000	24464	581
Julius Nderity Kabubi	1000	30076.63	582
Kenneth Gichina Thuo	100000	13374.35	583
Naphtaly Kunyiha	0	61781	584
Peter Kimata	0	31365	586
Miriam Simila Mayanga	0	21376	587
Raphael Wainaina Mbogo	100000	108473	588
Francis Maina Kierme	0	18002	589
Muteti Ndavi	50000	19196	590
Peris Oganda	30000	12609	591
Mary Kabiru	0	11850	593
John Ngondur Njeru	25000	12940	594
Mwandikwa Munyasia	0	16895	595
Francis Muindi Kioko	0	51773	596

HCCC NO 279 OF 2003

LAWRENCE NDUTTU 6,000 OTHERS VS KENYA BREWERIES LIMITED

Benson Kabugi	50000	33425	597
John Kibe Wanja	0	19196	598
George Mbithi Musau	0	18634	599
Humphrey N. Kinyua	50000	40119	600
Albert N. Kihara	50000	25933	601
David Thairu Gatheca	0	11828	602
Daniel Njuguna Nganga	0	38968	603
Tugaa Idi	50000	19777	604
James Murai Kinyanjui	50000	23144	605
John Maina	0	20554	606
Cosmas Kioko Masee	0	22360	607
Elijah Njuguna	0	30048.13	609
Peter Ndungu	0	29600	610
Joseh Mjomba Mwanyalo	100000	11858.46	611
Mwaura Warua	0	38968	612
Joram Mganga Mwanjala	0	17369	613
George H. Katsenga	0	8867.1	614
Hezron Ndokolani Kitsau	0	13185	615
George Nzyuko	0	29600	616
Mary Auma Odongo	0	18980	617
Peter Shimba Chola	0	13936.8	618
Mumba Nzula Mwagandi	0	42657	619
Musili Mangulu	0	22957	620
Pius Manyata Wahome	50000	67438.89	621
Nashid Dick James	100000	41110.2	625
James T. Chege	0	40119	626
Gerald M. Kariuki	0	12759	627
Francis M. Mbondo	0	21541	628
Julius M Kamau	0	53500	629
Mburu Nganga	0	38968	630
Joseph Mwangi Kamau	0	22957	632
Richard Kiplagat A. Teget	0	38968	633
Kambi Mwinyi	100000	25617.54	634
Omar Matano Shaban	0	16048.04	635
Gerald G. Maingi	50000	16741	636
Veronica W. Kaanja	0	77066.26	637
Francis N. Gitau	10000	36368	638
Florence Muthoni Maina	0	21376	639
Joseph Ondieki	0	20227	640
Edward Mbuthia Waithaka	10,000/=	47032	641
Peter Mutuura Kamau	10000	24369	642
Josephat Mutuku Mwinzi	50000	28047	643
Geofrey Mutukumutiso	0	21364	644
Joseph Wachira Munene	0	19777.15	645
Alice K. Munyao	50000	38612	646
John Njoroge	0	16380	648
Melecki W. Odongo	50000	34520	649

573

LAWRENCE NDUTTU 6,000 OTHERS VS KENYA BREWERIES LIMITED

Jemimmah Wanjira	0	19352.5	650
Felix Maina	0	19326	651
Owen J. Mbugua	50000	17021	652
Cyrus Muchiri Kanyango	50000	44562	653
Mary Violentine Anyango	25044	12769	654
Lawrence M. Mwangi	100000	40508	656
Irenen W. Mwangi	0	21376	657
Wilfred Ngeti Manambo	0	12551	658
Joab Atte Okada	0	26567	659
Kariki Gachoka	50000	26897	662
Samwel M. Karanja	50000	37453	663
Livingstone Atiatio Asili	10000	13057	664
Jonathan Kenduiywa	0	19960	667
David Kiplagat Laboso	0	44536	668
Kibunus Arap Tangus	0	38968	669
Samwel R. Suiyon	0	27500	670
Richard Kiptoo Cheruiyot	0	21877.88	671
Joel Kimutai Sang	50000	36247	673
Fredrick M. Serenge	0	23934	674
Festus Lumiti Serenge	50000	68804.02	675
Brian Jerome Ngolo	0	18989	676
Paul Ombui Rasugu	50000	33327	677
Peter N. Gichanga	0	17004	678
Ben Njoroge Ngugi	0	11125.45	679
Daniel Thuo Wanjohi	50000	33072	680
Dominic G. Tharamba	0	20632	681
Simon Peter Gikonyo	0	21276	682
Simon Kimani Kamwembu	50000	14058	683
Paul Serenge Amwayi	0	15608	684
James Z. Ithumbi	0	23907.91	685
Abdalla M. Mwakidudu	0	18308.4	686
Zedi Mohammed Omar	0	13645.7	688
John Mbui Nyaga	0	31258	689
Henry Paulo Thiongo	10000	17343	690
C. K. Mberia	0	36527	691
John Mbugua Wanyoike	0	29183.2	692
Francis Kinyanjui	100000	8765	693
Kazungu Kiangwa	0	14966.86	694
Michael Nzeki Mutune	0	46937	696
Joseph Ngugi Nganga	0	28564.39	697
Juma Mzee Ali	0	12583	698
Harunmbugua Miingi	0	11571.06	699
James Paul Osidiana	60000	30461	700
Isaac Leserewan Ole Naikuni	50000	18775.25	701
Willy Mburu Thuku	0	38968	702
Lucy Wanja Kariuki	50000	20687	703
Amos Waithaka Noroge	0	13683.8	704

LAWRENCE NDUTTU 6,000 OTHERS VS KENYA BREWERIES LIMITED

Samwel Muchai Njiriri	0	37163.2	705
Joseph M. Mutio	0	37453	706
John Riguga Murehia	0	22240	707
George Kuria Githinji	185	25942.17	708
Joseh Musumba	0	24583	709
Titus Mutua Nthuti	0	26660.2	710
Hussein Hamisi Kidiwa	0	22276	711
Ali Salim Misumi	0	22225	712
Robert Musyoka Mbiti	0	38453	713
Amstrong Kachumbo	0	28502.11	714
Peter Waweru Ndirangu	0	42260	715
Lawrencengila Kakiu	0	41818	716
Rashid M. Kusema	0	22634	717
Thomas Makokha	30000	16558.2	718
Peter Ngochi Kamau	0	38968	719
Eusebias Makunda Cleo	50000	30600	720
Ahmed Mwira	0	19960	722
Nasir Timami	0	15171.66	723
Duncan M. W. Kinyeki	60000	25355	724
Stephen Mwangi Kamau	0	24856	726
Titus Osumba Oguro	0	23984.3	727
Morris Onyango Ochoka	10000	23887	728
Elijah Irungu Mukuha	0	192004	729
Teresiah Mbith Soo	0	38968	730
Joseph Ndegwa Ndarathi	60000	21636	731
David Ngugi Kamau	0	25956	732
Albert Kihara Mwithiga	0	31687.2	734
Joel Nzioka Ndambuki	0	22255	735
Saul Odida Ogango	150000	33397.7	736
Michael Macharia Murage	50000	21895	737
Job Kenyasa	0	23984.3	739
David Kamau Wanjohi	0	9546.75	740
Patrick Njuguna Ndungu	0	12261.2	741
James Karue Gathungu	50000	31406	742
Robert Otieno Obondy	0	18846	743
Joseph Dedan Owenyo	0	21571.1	744
Simon Kabage Karanja	0	13259.13	745
Mauricemain Ben	0	22526.7	746
Edward Kibet Bulungu	100000	36894	747
Gideon Mbuthia Ngugi	20000	12748.54	748
Peter Githinji Maina	0	28494	749
Benson Oloo Muhasa	0	18659	752
Christopher K Mwaura	0	23984.3	753
Sammy Mutunga Kutu	0	36527	754
James Mutuanga Kinuthia	100000	86504	755
Boniface Nzuki Muasya	50000	20425	756
Kiswili Ndunga	0	27819	757

HCCC NO 279 OF 2003

LAWRENCE NDUTTU 6,000 OTHERS VS KENYA BREWERIES LIMITED

Martin Ngaia Gakuya	50000	22682	758
Crispin Ndegwa	0	17858.4	760
Jones Mwanzia Mbiti	0	19960	761
Joseph Muthie Kiuge	0	38968	762
Fredrick Gitau Njoroge	0	21542	763
Mathew Sasaka Injemela	0	23641	764
Jonathan Muithya Kilila	600000	19208	765
John Irungu Gakuya	0	40508	766
Paul Martin Owuor	0	33589.17	767
Henry Muasya Muinde	0	16934	768
Benjamin Bedah Omalla	50000	110066.73	770
Peter Nderi Gaiti	0	21027.4	772
Edward Isaack Olaka	0	23984.3	773
Francis A. Mwagambili	0	11357.6	774
Peter Riunga Nyaga	50000	18980	775
Francis Gikingu Nyamu	50000	20516	776
Robert Rogers Kabuba Thairu	0	12609	777
Peter Kimani Mungai	50000	23435	778
Edah Naisiani Naikone	0	28494	779
Joseph Ndungu Gathari	0	23984.3	780
Samuel Kipkerer Ngetich	50000	24319.6	781
John Muchiri Nduati	50000	22166	782
Wilson Nganga Wamuha	50000	20329.7	783
Michael Macharia Mwai	60000	30270	784
Mwai Macharia	0	38968	785
Paul Mwangi Ngatia	50000	28712	786
Stephen Kikumu Muthusi	0	23241	787
Kioko Manandi	0	15560	788
Grace Kainyu Ireri	0	29633	789
Tarsius Francis Ndungu	10000	22173	790
John Karanja Gakunja	60000	21425	791
Peter Kanini Njuguna	0	38351	792
Abdalla Kikoza Omar	0	12480	793
Judah Kovo Mwanyindo	0	22166	795
David Konange Mwangi	10000	31203	796
Patrick Muela Mata	0	11858.46	797
Gabriel Mwangemi Machia	50000	30907	798
Aquisio Gitau	50000	49989.29	799
Farid Seif Ahmed	0	22134.8	802
Lawerence Kipserem Sawe	50000	41996.3	803
Evans Kahira Muchiri	0	17784	804
James Mwai Karugu	100000	86875.17	805
Nyenge Nzinzi	0	13461	806
Moses Muriuki Njenga	100000	111259.56	807
Clement Ogola Orinda	0	15233.2	808
Isaac Gitahi Matu	0	61200	811
Peter Muru Njenga	0	23984.3	812

576

HCCC NO 279 OF 2003

LAWRENCE NDUTTU 6,000 OTHERS VS KENYA BREWERIES LIMITED

Julius Kaibunga Kireia	0	13786	813
Peter Irungu Muiru	50000	14641	814
David Njoroge Karanja	50000	25823	815
Patrick L Musonye	100000	52211.77	817
Joseph Karanja Githinji	551	36063	818
Daniel Mukwenze Nzuuko	0	16358	820
Chrispinus Dome Joe	0	13461	821
Morris Oraro Loet	50000	22390	822
Benard Gathu Mwaniki	0	16358	825
Nancy Nganga Wanjiru	0	36246	826
Rose Munini Nunyao	0	22390	827
Grace Mumo	50000	39237.1	828
Juma A. Rajab	0	29183.2	829
Stephen Kanyina Nderitu	0	22390.7	830
John Irungu Maina	0	25426	831
Cosmus Mbui Kisangi	0	20534.17	832
Major Samuel Kariuki	0	39480.56	834
Francis Ngotho	0	25426	835
James Muraguri Ndege	50000	16521	836
Munene Meja	50000	16041	837
Charles O. Oluoch	0	19358	838
Patrick M. Mungai	0	14826	839
Michael Own Okello	0	20356	840
Simon Gichura Wamanji	100000	36624	841
Joseph Myutu Mwangi	0	26623.8	845
Nicholas Nganga	0	18002	846
Peter Kianga	0	26064	848
Jemima Kianga	0	25565	849
Charles Wasungu	0	24320	850
Lucy Muthoni Matu	0	14826	851
Ngari Thiguku	0	26000	852
Mathews Minire Waijugu	0	13360	853
Maurice Apiyo Ojowi	0	24320	854
Michael Njoroge Kariru	0	9759	855
Joseph Ngovi Masaku	0	18203.98	856
Bonphas Maina Kiama	0	31401	857
Daniel Kisingu	0	15806.11	858
Peter Mwangi Choma	50000	25913	859
Bernard Khamala Omito	0	25589.81	860
Clement O. Orinda	0	15233.2	862
John W. Waithira	50000	27216	863
Ruth Njeri Waiguru	0	35065	865
Patrick N. Nzimbi	100000	16213	867
Cecilia B. Munyambu	0	33420.27	868
Isabella W. Kamau	100000	144532.96	869
Dedan Gichuru	0	20860	870
John M. Muvali	0	8728.25	871

HCCC NO 279 OF 2003

LAWRENCE NDUTTU 6,000 OTHERS VS KENYA BREWERIES LIMITED

Gilbert K. Ohowa	0	23169	873
Solomon Muthee Wachra	0	22964	874
Enock Owino	0	33734	875
Angeline Owiti	65832	20000	879
David G. Gathii	0	85714	880
Harry J. Agutu	0	27359	881
Fredrick Mwamuye	0	12875	882
George Nyawana	0	11477.75	883
Musa A. Mbithi	0	13627.6	884
John M. Kiilu	0	19346	886
Joseph A. Nyamiri	0	23169	888
Stephen M. Weru	0	22964	889
Joseph K. Githinji	50000	36063	890
Peter M. Muturi	0	33420.27	891
Jane W. Mutura	0	8782.25	892
Vitalis A. Aboka	0	22166	893
Wilson N. Gathamba	0	13937	895
Edward Makila	0	31401	896
Simon K. Kiragu	0	23169	897
Andrew Ndungu	0	22964	898
Titus Kaswahili	50000	11020	901
Finny Chemtai	30000	31401	902
George Kamariti	0	15806.11	903
Joan A. Onyango	0	25913	904
James N. Mwangi	0	36000	905
Philomena N. Gathuru	0	13937	906
Meshack O. Opiyo	50000	33420.27	908
Thomas N. Muindi	0	11020	910
Paul O. Owino	50000	22964	911
Stephen M. Weru	0	22964	912
Cyrus K. Gitonga	0	35773	913
Michael A. Asuna	0	20433	914
Abdul K. Mwinyi	0	13937	915
John N. Nyamu	50000	22964	917
Simon M. Kamau	0	22166	918
Christine W. Karuru	50000	20433	920
Timothy H. Kamau	0	31401	921
Wilson N. Wainaina	50000	23710	923
Peter W. Sanduka	0	38380	925
Kimwele Kimanzi	0	13198.36	927
Dominic C. Wanyama	0	22166	928
Humphrey R. Mbugua	50000	31401	929
James N. Mathea	50000	36248	930
Joseph K. A. Kirui	50000	19777	931
Joseph O. Nyadenge	0	28060.62	932
Judah K. Manyindo	0	31401	933
Nzioka Wambua	50000	15806.11	935

578

-29-

HCCC NO 279 OF 2003

LAWRENCE NDUTTU 6,000 OTHERS VS KENYA BREWERIES LIMITED

Moses N. Mathea	50000	25913	936
George M. Muiva	50000	22166	937
Alex N. Wainaina	0	28000	938
Joyce K. Gichuiya	0	11020	941
Benard Mathea	0	31405.85	942
Stephen Chege	0	13461	943

17464999

24194133.85

TOTAL

41659132

Interest 41659132 x 5.6 x 12%

INTEREST

27994936

GRAND TOTAL

69654068

Dated at Nairobi this

day of

2024

Namada & Co. Advocates
for the Claimants

579



NAMADA & CO. ADVOCATES

Advocates | Legal Consultants | Commissioners of Oath | Notaries Public
Certified Public Secretaries | Certified Legal Auditors

OUR REF..... 11-211-12
DATE..... 12th September, 2024

YOUR REF.....

Attn. Mr. Victor Njenga
Kaplan & Stratton Advocates
Williamson House, 4th Ngong Avenue
P. O. Box 40111-00100
NAIROBI

This is the exhibit marked NS-3
referred to in the annexed affidavits
of NAMADA
Sworn before me this 12th
day of OCTOBER
at Nairobi-Kenya



Dear Sir,

REF: HCCC NO. 279 OF 2003
LAWRENCE NDUTU & OTHERS VS KENYA BREWERIES LIMITED

Kindly refer to our telephone conversation this morning. The Summary of our Client's Payments Claim is as hereunder

- A. (i) Vide our letter of 30th April, 2024 (served and Copy attached) item A (After the totaling error was noted, the Payable amount was Kshs. 71, 154,018 (we gave you the excel sheet to confirm this totals).
- (ii) Out of that figure we have so far received (Kshs. 57,500,575 + 5,378,663)
being Kshs. 62,879,238/=.
- The Balance on the above alone is Kshs. 8,274,830/=
- B. Payments due to Clients who had been omitted from the Payment List compiled but on the Court's Judgment List, (inclusive of interest for 5.6 months) Kshs. 279,295/=
- C. Clients on Otwal and Manwa List who had not been included on our Payment List but who have provided affidavits confirming to be our clients and have authorized Payment through us (inclusive of interest for 5.6 months) Kshs. 1,983,246/=

J. Namada Simoni, L.L.B (Hons) Nairobi
R.O. Owuor, L.L.B. (Hons) Kampala (K.I.U)

Woodlands Business Park | 4th Floor Suite No. 13
Kiambere Road, Upperhill Nairobi
P. O. Box 72881-00200 Nairobi.
Mobile 0711 888 678 | 0733 667 278 | 0722 833 512
Email: law@namada.co.ke

580

D. Plaintiffs whose salaries were wrongly captured in our List but who have provided accurate Salary Pay slips hence the underpayments corrected (inclusive of interests for 5.6 months)Kshs. 458,767/=

Total above dueKshs. 10,996,138/=

E. The Contentious issue now.

Clients who have evidence of refundable deposits But which sums were not included in the tabulations in the Judgment plus interest.....Kshs.2,124,800/=


Totals if E is included Kshs. 13,120,938.

We now hope the above clarity closes the Mathematical questions.

Please implore on your clients to settle the above to close.

Having pursued the above from September 2023 to date, now one year down, begging for closure, if settlement is not made by close of next week 20th September, 2024, exactly one year later, we will file our application for the Managing Director to appear in Court in person to show cause why he/she has refused to settle and close this case as ordered by the Court.

Yours Faithfully


Namada Simoni.
law@namadaadvocates.com
//sw



NAMADA & CO. ADVOCATES

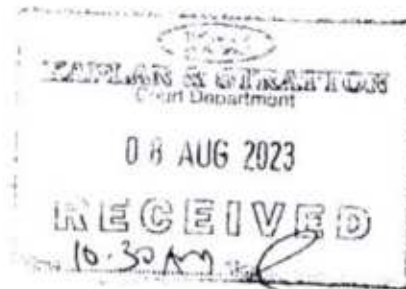
Advocates | Legal Consultants | Commissioners of Oath | Notaries Public
Certified Public Secretaries | Certified Legal Auditors

OUR REF.....11-211-12....

YOUR REF.....

DATE:.....7th August, 2023

Attn.: Adv Peter Gachuhi
Kaplan & Stratton Advocates
Williamson House, 4th Ngong Avenue
P. O. Box 40111-00100
NAIROBI



Dear Sir,

REF: HCCC NO. 279 OF 2003

LAWRENCE NDUTU & OTHERS - VS - KENYA BREWERIES LIMITED

We refer to the above matter and to our telecom this afternoon.

My clients' representatives were in the office following up and I consulted them immediately.

They have given the green light on payment from the 25th August with receipt expected on or before the 24th as indicated by yourself.

My clients' representatives have noted and insisted further that interest had been worked out only to the 24th July 2023.

Given that payment receipt is expected on 24th August 2023, they indicate and I agree that they are entitled to interest for the 1 month to 24th August 2023.

This works out as follows:

(i)	Total payable as per letter served on 24/7/2023 ...	-	Kshs. 59, 270, 953/=
(ii)	Inclusive of costs	-	Kshs. 1, 500, 000/=
	Total	-	Kshs. 60, 770, 953/=
(iii)	Add 1 month's interest being $12/100 \times 1/12 \times 60770953 =$	-	Kshs. 607, 710/=
	Total due to 24/8/2023	-	Kshs. 61, 378, 663/=

Yours faithfully,

Namada Simoni.

law@namadaadvocates.com

/lm

J. Namada Simoni, L.L.B (Hons) Nairobi

R.O. Owuor, L.L.B. (Hons) Kampala (K.I.U)

M.A. Alivida, L.L.B. (Hons) Kenyatta

Woodlands Business Park | 4th Floor Suite No. 13

Kiambere Road, Upperhill Nairobi

P. O. Box 72881-00200 Nairobi.

Mobile 0711 888 678 | 0733 667 278 | 0722 833 512

582

