

**IN THE COURT OF APPEAL OF TANZANIA**

**AT ARUSHA**

**(CORAM: NDIKA, J.A., LEVIRA, J.A. And MAKUNGU, J.A.)**

**CIVIL APPEAL NO. 324 OF 2020**

**DATIVA NANGA ..... APPELLANT**

**VERSUS**

**JIBU GROUP COMPANY LIMITED.....1<sup>ST</sup> RESPONDENT**

**EMMANUEL KOMBE .....2<sup>ND</sup> RESPONDENT**

**(Appeal from the Judgment and Decree of the High Court of Tanzania  
at Arusha)**

**(Mzuna, J.)**

**dated the 22<sup>nd</sup> day of February, 2019**

**in**

**Land Case No. 40 of 2016**

**JUDGMENT OF THE COURT**

*14<sup>th</sup> & 22<sup>nd</sup> February, 2023*

**LEVIRA, J.A.:**

The appellant, Davita Nanga unsuccessfully sued the respondents before the High Court of Tanzania, District Registry of Arusha at Arusha (the trial court) vide Land Case No. 40 of 2016 claiming ownership of an unregistered land on which a residential building composing of twelve rooms located at Kijenge Kusini, Kimandolu Ward in Arusha Region is built (the dispute property). In essence, she claimed that the dispute property was part of estate of her late husband allocated to her by the Administrator General as the administrator of the estate. On the other

hand, the respondents' case was that the first respondent, whose principal officer was the second respondent bought the dispute property from the then administrator of the said estate before being revoked. The trial court dismissed the appellant's claim and declared the first respondent the lawful owner of the dispute property. Aggrieved, the appellant has preferred the present appeal.

In brief, the background to this matter goes as follows: The appellant (PW1) was married to one Michael Nanga Mollel (the deceased) who died intestate in 2004. The eldest son of the deceased, Johanes Michael Nanga was appointed an administrator of the deceased's estate by Arusha Urban Primary Court in Probate Cause No. 41 of 2005. He distributed the deceased's estate to heirs including himself. However, before he could finish distributing the said estate to the beneficiaries, the beneficiaries complained to the appointing court in relation to the manner the distribution was conducted. As a result, the administrator's appointment was revoked and the Administrator General was appointed by the order of the High Court to administer the deceased's estate. The Administrator General distributed the deceased's estate to the heirs and filed an inventory on 31<sup>st</sup> March, 2016 in court which, among other things, indicated in item 6 that the dispute property was allocated to the appellant.

The first respondent raised a counter claim claiming that she is a lawful owner of the dispute property as a *bona fide* purchaser having bought it from the first administrator.

Before the trial court, PW1 gave a varied account on how she acquired ownership of the dispute property. Her **first** account was that she was allocated the dispute property by the Administrator General, Registration Insolvency and Trusteeship Agency (RITA) as per item six of the inventory (Exhibit P3). **Second**, she said, her husband gave it to her as her personal property as there was separation between them in 2003. It was her contention that the Sale Agreement between the first administrator and the respondents was wrong because by then nobody had a right to dispose of the dispute property except with consent of the family members and heirs.

Augustine Thomas Mbuya (PW2), an Officer from the office of the Administrator General was assigned to administer the deceased's estate. He confirmed that the dispute property was allocated to the appellant upon her request. According to him, the division of the deceased's estate was concluded in 2014 and the inventory was filed in 2016.

In defence, Emmanuel Nivokavit Kombe, Principal Officer of the first respondent (DW1) testified to the effect that the first respondent

bought the dispute property from the first administrator of the estate of the deceased one Johanes Said Nanga on 15<sup>th</sup> January, 2011 and he was one of the persons who signed the Sale Agreement (Exhibit D1). Other witnesses were Issa Kichau (Clan leader), the wife of the administrator (Gledy Johanes) and their son (Deo Johanes). Frida Michael (DW2) supported the evidence of DW1 as she said, the dispute property was sold to the first respondent by the first administrator so as to get money to pay school fees for the appellant's children (Recho, Neema and Rehema).

The trial court, having heard the evidence by both sides was satisfied that, unlike the appellant, the respondents proved their claim against the appellant on a balance of probabilities. Therefore, it entered a judgment for the respondents. The appellant was aggrieved by that decision and hence the present appeal. For convenience purposes, the grounds of appeal are paraphrased hereunder:

- 1. That, the trial judge erred in law and fact by ignoring the conclusive evidence on record proving that the appellant acquired the dispute property by way of succession from her late husband.*
- 2. That, the trial court erred to declare the respondents legal owners of the dispute property in disregard of the material deficiencies and illegalities surrounding the Sale Agreement.*

- 3. That, the trial judge erred by raising and relying on some facts that did not feature in the evidence to draw conclusion in his decision.*
- 4. That, the trial judge exercised his jurisdiction irregularly for taking over a case partly attended by another judge without assigning reasons for such succession.*

At the hearing of the appeal the appellant was represented by Mr. Asubuhi John Yoyo, learned advocate, whereas the respondents had the services of Mr. Stephano James, learned advocate.

Mr. Yoyo adopted the appellant's written submissions as part of his oral account. He submitted in respect of the first ground of appeal, that there are two points to be considered by the Court. **One**, that the evidential value of High Court Misc. Reference No. 2 of 2012 (exhibit P2), RITA - Inventory (exhibit P3) and Order in Miscellaneous Reference No. 2 of 2012 (exhibit P5) was not given credence by the trial judge. According to him, exhibit P3 shows clearly that the appellant was allocated by the Administrator General the dispute house and the administration cause was closed. He went on to state that the appellant's ownership of the dispute property was confirmed by the officer from the office of the Administrator General (PW2).

**Two**, that the trial judge failed to know the applicability of law in relation to the effect of the order closing probate cause, (exhibit P5). He cited section 43 (1) and (2) of the Evidence Act, Cap.6 R.E 2019 (the Evidence Act) as he was insisting that, the order of the High Court provided for a conclusive proof that the appellant was the owner of the dispute property as it recognized and endorsed the inventory filed by the Administrator General on distribution of the deceased's estate. In support of his argument, he cited the case of **Ahmed Mohamed Al Laa Mar v. Fatuma Bakari & Asha Bakari**, Civil Appeal No. 71 of 2012 (unreported).

Submitting on the second ground of appeal, Mr. Yoyo stated that the said ground also comprised of two points: **One**, it challenges the legality of Sale Agreement (exhibit D1). According to him, exhibit D1 shows that the first administrator sold the dispute property in his individual capacity and not as an administrator. However, he said, when the first administrator sold the dispute property, he was not the owner. Mr. Yoyo contended that the first respondent was not a *bona fide* purchaser because she did not act diligently to ascertain whether the property she was buying was free from any encumbrances. **Two**, he contended that the trial judge erred in deciding in favour of the respondents because exhibit P3 shows the distribution which included

the first administrator as well. This means that the distribution made by the first administrator was disqualified (exhibit P2) and the whole properties were redistributed. In the circumstances, he argued, the first administrator had no good title to pass to the first respondent. He faulted the trial judge for holding that the dispute property was sold in furtherance of estate. He argued that the contents of documentary evidence (exhibit P2) could not be proved by oral evidence of DW2.

As regards the third ground of appeal, Mr. Yoyo mentioned some facts allegedly featured in the impugned decision but they were not part of the evidence to include: that there was caveat filed in respect of the dispute property while not; that the dispute property was sold after revocation while that was not the position; etc.

Mr. Yoyo submitted in respect of the fourth ground of appeal that the successor judge took over the matter which was initially before another judge without assigning reasons. This, he said, is a procedural flaw which vitiated the proceedings. Finally, he urged us to allow the appeal with costs.

In reply, Mr. James adopted the contents of respondents' written submissions and responded to the grounds of appeal as presented by the appellant. His response to the first ground of appeal was that the

decision of the trial court was correct because the appellant failed to prove how she acquired ownership of the dispute property. According to him, the evidence of the appellant (PW1) was contradictory as she gave different accounts on how she became the owner of the dispute property. Referring us to page 183 of the record of appeal where PW1 said that she was the owner of that property even when her husband was alive. The same statement was repeated by PW3 at the same page. He went on to state that, the second version of PW1's evidence is that she was allocated the dispute property by the Administrator General.

Mr. James opposed the argument by the counsel for the appellant that the trial judge ought to have considered the inventory filed by the Administrator General. According to him, an inventory is not a decision of the court but a document brought by a party to the court and is liable to be challenged by whoever is aggrieved by it. That is the reason why the respondents challenged it.

He went on to state that the decision of Hon. Massengi, J. (exhibit P5) did not determine the rights of the parties. It only closed the probate cause (inventory). He challenged the evidence of PW1 for failure to prove that she was the owner of the dispute property and had tenants. Furthermore, he challenged PW1 for deciding to take the



dispute property when the Administrator General came in to distribute the estate while knowing that it had already been sold.

Mr. James argued in respect of the second ground of appeal that the Sale Agreement entered between the first administrator and the respondents before appointment of RITA could not be nullified by another administrator. Referring us to page 206 of the record of appeal, he argued that the first administrator allocated himself the dispute property because he wanted to recover his costs and pay school fees for the dependants.

He confronted the argument by the appellant challenging the first administrator for selling the property before filing an inventory by stating that, it was a proper procedure that is why even RITA when appointed sold six houses before filing an inventory, therefore, that should not be an issue. Mr. James submitted further that his client acted diligently as he asked the relatives about the property he wanted to buy before buying it, that is why even the clan elder signed the Sale Agreement as he was involved at page 119 of the record of appeal. He insisted that the buyer was a *bona fide* purchaser for value and thus the Administrator General was supposed to consider that fact and leave the dispute property out of the estate to be distributed.

Submitting on the third ground of appeal, Mr. James stated that the trial judge was right in his decision because he used the word "caveat" as statutory notice and not in the common legal meaning. He added that the trial judge was fully aware that the dispute property was unregistered but used the term "caveat" to refer to the statutory notice showing that, the dispute property was not supposed to be distributed. In addition, he said, the trial judge did not say that the first administrator's appointment was revoked after his death. The trial judge only said, why conflicts started after his death. He referred us to page 129 of the record of appeal.

In respect of the fourth ground of appeal, Mr. James acknowledged the existence of procedural irregularity committed by the successor judge. However, he said, the error or irregularity did not cause injustice to the parties because the hearing of the case was conducted by a single judge (Hon. Mzuna, J.). He urged the Court not to nullify the proceedings and the decision by the trial judge. In alternative, he prayed that should we find that the proceedings were a nullity, the respondents should not be condemned for costs.

In rejoinder, Mr. Yoyo stated that the evidence of PW1 was not contradictory. He insisted that exhibit P3 showed acquisition by succession of the dispute property under item 6.

Regarding the argument that inventory (exhibit P3) is not an order of the court envisaged under section 43 of the Evidence Act, Mr. Yoyo insisted that it was an order of the court in terms of that provision. He reiterated that the appellant acquired ownership of the dispute property as per the inventory which was filed in court.

He vehemently argued that everything done by the first administrator were nullified by the successor administrator. He added that the first administrator could not own the dispute property without abiding by the dictates of the law. He sold that property as the owner, the capacity which he did not have. As regards the argument that the buyer was a *bona fide* purchaser of the dispute property, Mr. Yoyo disqualified him for not having clean hands as he did not act diligently.

In respect of the third ground of appeal, He re-joined that the trial judge erred when he referred "caveat" because the land was not registered.

His rejoinder to the fourth ground of appeal was that, change of judges without assigning reasons caused injustice because had it been that the same judge dealt with preliminaries, he could have known that there was no caveat. Finally, he prayed for the appeal to be allowed with costs.

Having heard the parties' submissions and considering the record of appeal, we now proceed to determine the grounds of appeal. We shall start with the fourth ground, followed by the third and finally, the first and second grounds shall be determined together as they are closely related.

We partly agree with the appellant's complaint in the fourth ground of appeal to the extent that the trial judge on 21<sup>st</sup> August, 2018 took over the case which was partly attended by Hon. Justice Moshi without assigning reasons. The law under Order XVIII Rule 10 of the Civil Procedure Code, Cap. 33 allows a successor judge to proceed with the suit from the stage at which his predecessor left it. Nevertheless, the individual calendar system requires that once a case is assigned to a judge or magistrate, it has to continue before him or her to the end unless there are good reasons for changing him or her. In **Fahari Bottlers Limited and Another v. Registrar of Companies and Another** [2000] T.L.R. 102 the Court held that:

*"(viii) The proceedings in the High Court were affected by confusion which was deepened by changes of judges who presided over the proceedings contrary to the individual calendar system. **The individual calendar system requires that once a case is assigned to a judge or magistrate, it has to continue before that***

***judge or magistrate unless there are good reasons for doing otherwise.*** *The system is meant not only to facilitate case management by trial judges and magistrates, but also to promote accountability on their part. Failure to follow this procedure was certainly irregular and was amenable to the revisional process”.*  
[Emphasis added].

While arguing this ground, Mr. Yoyo was emphatic that since the successor judge in the current matter did not give the reasons for his succession, it was a fatal irregularity rendering the proceedings a nullity. The record of appeal is very clear that although the case was initially assigned by Moshi, J. and then Mzuna, J. took over, Moshi, J. only dealt with pretrial processes. When the successor judge took over the matter, he framed issues and proceeded to record the parties’ evidence and finally composed the judgment subject of the present appeal. In the circumstances, we agree with Mr. James that the irregularity was not fatal to the extent of vitiating the proceedings. Ordinarily, when it happens that there was succession without reasons assigned, we would order for a retrial. However, we abstain from making such an order having considered that the irregularity was trivial, it did not go to the root of the matter. Therefore, we find this ground of appeal unmerited.

In the third ground of appeal, the appellant complains that the trial judge acted on extraneous matters to arrive at an erroneous decision. We have thoroughly gone through the record of appeal and the impugned decision in particular, we agree with the appellant that there were some facts which featured in the said decision which were not part of the evidence. Highlighting those areas, Mr. Yoyo submitted that the trial judge while referring to the 90 days notice of intention to sue the Administrator General in respect of the dispute property (exhibit D2), he referred to it as caveat under section 58 of the Probate and Administration of Estate Act, Cap. 352 R.E. 2002 (the PAEA) at page 132 of the record of appeal. However, after examining the context in which the said word was used and its impact to the decision thereof, we find that the decision of the trial court was not based on what the trial judge referred to as the "caveat" and that it did not cause injustice to the parties.

Another fact which Mr. Yoyo claimed that it was a wrong assumption by the trial judge which we agree with, is the phrase found at page 131 of the record of appeal that the appellant's efforts to challenge the appointment of the former administrator failed. That was not the position because vide Probate and Administration Cause No. 41 of 2005 the appointment was revoked and vide Miscellaneous Reference

NO. 2 of 2012 the Administrator General was appointed to administer the deceased's estate.

In addition, Mr. Yoyo indicated another fact which was not part of the record but reflect in the judgment that, the first administrator's appointment was revoked after his death at page 129 of the record of appeal. However, we find it inconsequential.

Moreover, Mr. Yoyo pointed out that the trial judge assumed that what made the appellant believe that she is the owner of the dispute property is the purported tenancy and that she was given it by her husband. We partly agree with Mr. Yoyo to the extent that the appellant based her belief on tenancy. However, we are unable to agree with the second part as in her evidence, the appellant stated that she was given the dispute property by her husband before his death at page 176 of the record of appeal. Apart from that evidence, we note that the appellant also gave a contradictory account when she said she was allocated the dispute property by the Administrator General as contended by Mr. Yoyo.

Having examined all the pointed out extraneous facts which allegedly were not part of the record but relied upon by the trial judge in his decision, we find that although some of them are truly on the record, they were not decisive. Therefore, this ground fails.

We now turn to determine the first and second grounds of appeal. These grounds call us to examine the validity of the distribution of the deceased estate before and after revocation of the appointment of the first administrator with a view of determining who is the lawful owner of the dispute property. Particularly, we are called upon to examine the Sale Agreement between the first administrator and the first respondent against the allocation of the said property to the appellant by the Administrator General.

The record of appeal is very clear that the dispute property was part of the estate of the late Michael Mollel Said Nanga (the deceased). It is also apparent that the deceased's estate was first administered by his elder son (Johanes Said Nanga) whose appointment was revoked following the objection by the beneficiaries of the deceased's estate alleging that the first administrator had distributed the estate unfairly and thus prayed for his appointment to be revoked in Administration Cause No. 41 of 2005 (see page 56 of the record of appeal). We note that among the heirs' complaints were either that some of the assets within the deceased's estate were not distributed by the administrator or distributed unfairly. In its decision which revoked the first administrator's appointment from administering the deceased's estate, the Arusha Urban Primary Court recognized the rights of the first administrator who



was also a heir; including, to allocate or distribute some of the properties to himself when it said:

*"Mahakama katika kutoa uamuzi wa shauri hili, ni wazi kabisa msimamizi wa mirathi ni mmoja wa watoto wa marehemu, **hivyo naye ni mmojawapo wa kugawiwa/kujigawia mirathi hii kama Msimamizi na mtoto wa marehemu.***

*(Emphasis added).*

From that background, it is quite clear that when the revocation of the appointment of the first administrator was pronounced by Arusha Urban Primary Court **on 15<sup>th</sup> April, 2011**, the said administrator had already distributed some of the deceased's properties to heirs including himself. We also take note that the Administrator General was appointed to administer the deceased's estate by order of the High Court of **11<sup>th</sup> July, 2012** and filed the inventory thereof on **31<sup>st</sup> March, 2016**. Although the appellant gave different account in her evidence on how she acquired ownership of the dispute property before the trial court, in general her claim was based on the allocation of it done by the Administrator General.

On the other hand, the first respondent claimed to have bought the said property from the first administrator whose appointment was

later revoked. The question that follows is who is the rightful owner of the dispute property. We have gone through the record, particularly exhibit P3 and we agree with the appellant that indeed, she was allocated the dispute property as per item 6 and the fact that, the inventory was duly filed vide Miscellaneous Reference No. 2 of 2012 as correctly alluded to by Mr. Yoyo (see exhibit P5).

However, the most important thing to consider is whether it was proper for the dispute property to be included in the inventory by the Administrator General as one of the deceased's properties to be distributed after its being sold to the first respondent by the first administrator? It was the argument of the respondents' counsel that the dispute property belongs to the first respondent as a *bona fide* purchaser for value having bought it from the first administrator of the deceased's estate as per the Sale Agreement of 15<sup>th</sup> January, 2011, (exhibit D1).

In **Ahmed Mohamed Al Laa Mar** (supra) when the Court was dealing with an akin circumstance where there was revocation of grant of probate which was done after execution of a will, it had the following to say:

*"Given the fact that the appellant had already discharged his duties of executing the will, **whether honestly or otherwise**, and had already exhibited*

*the inventory and accounts in the High Court, there was no granted probate which could have been revoked or annulled in terms of section 49 (1) of the Act.” (Emphasis added).*

We recall that Mr. Yoyo argued that when the Administrator General took over the matter everything started afresh and he redistributed the deceased's estate to all heirs including the appellant and the first administrator. In the light of the above extract of the decision of the Court, we are certain that since at the time of revocation of the appointment of the first administrator the dispute property had already been distributed to himself (see: Sale Agreement) and sold to the first respondent on 15<sup>th</sup> January, 2011, the Arusha Urban Primary Court had nothing to revoke in respect of the dispute property when it made its order on 15<sup>th</sup> April, 2011. We say so confidently because in its decision in **"Mirathi No. 41/2005"** which revoked the first administrator, the court acknowledged that the said administrator had already distributed some assets of the estate of the deceased and informed the Primary Court about the distribution. For ease of reference, we shall let part of the said decision to speak for itself hereunder:

*"Msimamizi alifikia hatua ya kugawa mirathi hii, hali hiyo pia ililalamikiwa na wahusika kuona kuwa haki haijatendeka katika kugawa mirathi hii kwa malalamiko*

*ya jumla ya wahusika ... Msimamizi aliwasilisha taarifa ya ugawaji wa mali hizo ambapo wengine walilalamika kunyimwa hata kuigawa (Aron Michael)".*  
*[Emphasis added].*

It is our considered opinion that the fact that some of the heirs complained about unequal distribution or completely denied of their deserved estate does not negate the fact that the dispute property was sold to the first respondent. Mr. Yoyo faulted the purchaser of the dispute property that he did not do due diligence before buying it, otherwise he could have discovered that the seller was not having a good title to pass to him because the dispute property was not his personal property but part of the deceased's estate. This argument was faulted by the counsel for the respondents who submitted that the subject matter of this case is not registered and thus the first respondent could not do more than consulting various people including the clan members to know the status before buying it. He added, that is why the clan leader was among the people who signed the Sale Agreement executed between the first administrator (seller) and the first respondent (buyer).

Taking into consideration the circumstances of this case, we agree with Mr. James that the first respondent was a *bona fide* purchaser for

value without notice. He acted in good faith believing that the seller was the owner of the dispute property and that there was no fraud. The

**Concise Law Dictionary** defines a *bona fide* purchaser as follows:

*"One who at the time of the purchase advances a new consideration, surrenders some security, or does some other act which leaves him in a worse position if his purchase should be set aside and purchases in the honest belief that his vendor had a right to sell, without notice actual or constructive of any adverse rights, claims interest or equities of other in and to the property sold."* [Emphasis added].

See: P Ramanadha Aiyar's **Concise Law Dictionary with Legal Maxims, Latin Terms, and Words & Phrases**, Fourth Edition, 2012 Lexis Nexis – Butterworths Wadhwa, page 140.

Being guided by the definition above and the decision of the Court in **Ahmed Mohamed Al Laa Mar** (*supra*) we wish to state that since the first administrator had already discharged his duties of distributing part of the deceased's estate whether honestly or otherwise and since, he decided to sell the dispute property, be it as heir or administrator of the deceased estate to the first respondent, the transaction was complete, notwithstanding the revocation of his appointment as an administrator which came later. In the circumstances,

the first respondent remained to be a *bona fide* purchaser and the appellant could not acquire good title through allocation by the Administrator General. We wish to restate what we stated in **Ahmed Mohamed Al Laa Mar** (*supra*) that "*nothing which has already come to an end can be put to an end or vacated.*"

Therefore, the validity of the Sale Agreement (exhibit D1) under consideration cannot be invalidated by a variance between its contents which showed that the seller sold his personal property and the evidence of Frida Michael (DW2) who testified to the effect that, the first administrator sold the dispute property in furtherance of the estate as the proceeds thereof were used, among other things, to pay school fees for the appellant's children. Equally, since the seller was an administrator of the deceased estate at the time of executing Sale Agreement, he was capable of making transfer of the said property to the first respondent without presence of other heirs [see: **Joseph Shumbusho v. Mary Grace Tigerwa & 2 Others**, Civil Appeal No. 183 of 2016 (unreported)]. Thus, the absence of other heirs during execution of the said Agreement could not invalidate the sale.

Moreover, as we noted above, while Sale Agreement was entered on 15<sup>th</sup> January, 2011, the inventory relied upon by the appellant was filed on 31<sup>st</sup> March, 2016. In the circumstance, even if for the sake of

argument, we agree with the appellant's complaint that when RITA took over the matter after revocation of the first administrator, she was allocated the dispute property, yet we find that it could not nullify the sale of the dispute property while there were interests of the third party (the buyer) who was a *bona fide* purchaser. In **Suzana S. Waryoba v. Dalawa**, Civil Appeal No. 44 of 2017 (unreported), the Court recited the definition of the term *bona fide* purchaser as provided in **Oxford Scholarship Online** previously cited in the same case by the High Court. The part of its explanation guides thus:

*".... In situations where a seller behaves fraudulently, the bona fide purchaser is not responsible. **Someone with conflicting claim to the property under discussion would need to take it up with the seller, not the purchaser, and the purchaser would be allowed to retain the property.**"* [Emphasis added].

Therefore, the trial judge cannot be faulted for relying in his decision on the Sale Agreement which was duly tendered and admitted as part of evidence during the trial to decide in favour of the respondents. We find the first and second grounds of appeal without merit.

In the final analysis, having considered that the first administrator sold the dispute property (whether honestly or otherwise) to the first respondent before the revocation of his appointment, the buyer remained to be a *bona fide* purchaser. Therefore, the Administrator General ought not to have allocated the said property to the appellant. In the premises, we find this appeal lacking in merit. Consequently, we dismiss it with costs.

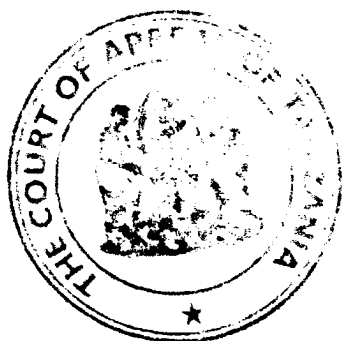
**DATED at Arusha** this 21<sup>st</sup> day of February, 2023.

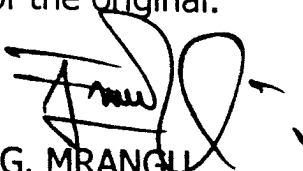
G. A. M. NDIKA  
**JUSTICE OF APPEAL**

M. C. LEVIRA  
**JUSTICE OF APPEAL**

O. O. MAKUNGU  
**JUSTICE OF APPEAL**

The Judgment delivered this 22<sup>nd</sup> day of February, 2023 in the presence of Mr. Asubuhi Yoyo, learned counsel for the Appellant and the 2<sup>nd</sup> Respondent in person who is also a Director of the 1<sup>st</sup> Respondent, is hereby certified as a true copy of the original.



  
E. G. MRANGU  
**SENIOR DEPUTY REGISTRAR**  
**COURT OF APPEAL**