

Approved for tabling

SNA
21/11/19



PARLIAMENT OF KENYA



THE NATIONAL ASSEMBLY

TWELFTH PARLIAMENT – THIRD SESSION – 2019

DEPARTMENTAL COMMITTEE ON LANDS

REPORT ON THE CONSIDERATION OF A PETITION BY MR. PHILIP NJUGUNA ON BEHALF OF KANDARA RESIDENTS ASSOCIATION REGARDING IRREGULAR RENEWAL OF LEASES OF LAND LEASED BY DELMONTE KENYA LIMITED

DIRECTORATE OF COMMITTEE SERVICES
CLERK'S CHAMBERS
PARLIAMENT BUILDINGS
NAIROBI

 THE NATIONAL ASSEMBLY PAPERS LAID	
DATE:	21 NOV 2019
	DAY: THURSDAY
TABLED BY:	Hon. Rachael Nyamai Chair, Lands Committee
CLERK-AT THE TABLE:	Lemune Moses

NOVEMBER 2019

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CHAIRPERSON'S FOREWORD

The Petition by Mr. Philip Njuguna on behalf of Kandara Residents Association regarding irregular renewal of leases of land leased by Del Monte Kenya Limited was reported to the House by the Honorable Speaker on behalf of the Petitioner on 11th June 2019.

In considering the Petition, the Committee held meetings with the Petitioners, the Ag. Chief Executive Officer, National Land Commission, the Chief Administrative Secretary, Ministry of Lands & Physical Planning and the Managing Director Del Monte Kenya Limited

The Committee is thankful to the Offices of the Speaker and the Clerk of the National Assembly for the logistical and technical support accorded to it during its sittings. The Committee is also thankful to the Petitioner, representatives of Kandara Residents Association, the Ag. Chief Executive Officer, National Land Commission, the Chief Administrative Secretary, Ministry of Lands & Physical Planning and the Managing Director Del Monte Kenya Limited for the submissions they made to the Committee.

On behalf of the Committee, and pursuant to Standing Order, 227 it is my pleasant duty to table the Report of the Departmental Committee on Lands on its consideration of the Petition by Mr. Philip Njuguna on behalf of Kandara Residents Association regarding irregular renewal of leases of land leased by Del Monte Kenya.

Hon. Dr. Rachael Kaki Nyamai, MP
Chairperson, Departmental Committee on Lands

EXECUTIVE SUMMARY

The purpose of this report is to respond to prayers made in a Petition by Mr. Philip Njuguna on behalf of Kandara Residents Association regarding irregular renewal of leases of land leased by Del Monte Kenya Limited. The Petitioner's prayers are that the National Assembly through the Departmental Committee on Lands does;

- a) Consider , investigate and inquire into all the matters raised in the petition with a view to ensuring that the process of renewing the lease of the land held by Del Monte Kenya Limited is conducted within the law and in a transparent and participatory process that takes into account the rights and interests of the members of Kandara Residents Association over the said land are safeguarded ;and
- b) Makes relevant recommendations thereof.

The Committee observed the National Land Commission had received a historical injustice claim from Kandara Residents Association against Del Monte Kenya Limited and determined the matter on 7th February 2019 and the same was gazetted vide Gazette Notice No. 1995 dated 1st March 2019.

The Committee also observed that the Commission recommended, among other things, that the land held by Del Monte Kenya Limited should be resurveyed to establish if the company was in possession of land that it is not registered to hold.

The Committee however observed that there are several cases regarding the renewal of leases and the recommendations of the Commission.

The Committee further noted that the petition limited its focus to renewal of leases for land owned by Del Monte Kenya Limited by Muranga County. However, the Committee observed that the role of the County government was limited to making recommendations on the renewal of the leases and could not undertake the actual renewal as this is the mandate of the National Land Commission.

The Committee observed that on the question regarding the implementation of a recommendation made by the National Land Commission regarding resurveying of the land owned by Del Monte to establish if the company held land that it is not registered to hold, the Ministry indicated that it would require three weeks to complete the exercise.

The Committee further observed that the Managing Director, Del Monte Kenya Limited was not opposed to the recommendation made by the National Land Commission for resurvey of the land as demonstrated by the letters to the Director of Survey in the Ministry of Lands and Physical Planning seeking the fast tracking of the exercise.

The Committee observed that the National Land Commission in its submission averred that three court cases had been filed in the High Court in Nairobi and Muranga touching on matters contained in the Petition. The cases included the following:

- a) ELC No. 53 of 2018 at Muranga: Kandara Residents Association and Others Vs Del Monte Kenya Limited.;

- b) High Court Constitutional Petition No. 48 of 2019 at Nairobi: Del Monte Kenya Limited Vs National Land Commission and Attorney General; and
- c) ELC Judicial Review No. 1 of 2019 at Muranga: Kandara Residents Association and Others Vs National Land Commission, Director of Survey and the Attorney General.

The Committee observed that the Managing Director, Del Monte Kenya Limited in his submissions averred that three court cases in which Kandara Residents Association is a party had been filed in court touching on matters contained in the Petition. The cases included the following:

- a) ELC No. 53 of 2018 at Muranga: Kandara Residents Association and Others Vs Del Monte Kenya Limited.
- b) High Court Constitutional Petition No. 48 of 2019 at Nairobi: Del Monte Kenya Limited Vs National Land Commission and Attorney General.
- c) ELC Judicial Review No. 1 of 2019 at Muranga: Kandara Residents Association and Others Vs National Land Commission, Director of Survey and the Attorney General.

The Committee observed that the submissions made by the Ministry of Lands & Physical Planning indicated that LR. No. 12158 measuring 2900 acres in Muranga County that is registered in the name of Del Monte Kenya Limited is an amalgamation of LR. Nos 10862,10741,11312 and 11146. However, the Hon. Jude Njomo, MP informed the Committee that the said parcels of land were surrendered to the government by two companies namely Sassa Coffee and Rappit B Limited and were later acquired by Del Monte Kenya Limited.

In view of the foregoing, the Committee observed that although there may be matters pending in court, Standing Order 89(5) allows a Committee to refer to matters that may be active in court. The Committee further observed that the reference to the matters are also not likely to prejudice the fair determination of the cases because both the Petitioners and the Del Monte Company Limited are not opposed to the issue of resurveying of the land in question.

In response to the prayers by the Petitioners, the Committee recommends that the Director of Survey, Ministry of Lands and Physical Planning does resurvey the land held by Del Monte Kenya Limited in Muranga and Kiambu Counties within ninety days of tabling of this report.

The Committee also recommended that the National Land Commission does investigate the circumstances under which LR. Nos 10862,10741,11312 and 11146 that were said to have been surrendered to the government by two companies namely Sassa Coffee and Rappit B Limited were later acquired by Del Monte Kenya Limited.

1.0 PREFACE

1.1 Mandate of the Committee

1. The Departmental Committee on Lands is established pursuant to the provisions of Standing Order No. 216(1) and (5) with the following terms of reference: -
 - (i) make reports and recommendations to the House as often as possible, including recommendation of proposed legislation;
 - (ii) investigate, inquire into, and report on all matters relating to the mandate, management, activities, administration, operations and estimates of the assigned Ministries and departments;
 - (iii) study the programme and policy objectives of Ministries and departments and the effectiveness of the implementation;
 - (iv) study, access and analyze the relative success of the Ministries and departments as measured by the results obtained as compared with their stated objectives;
 - (v) investigate and inquire into all matters relating to the assigned Ministries and departments as they may deem necessary, and as may be referred to them by the House.
 - (vi) study and review all legislation referred to it.

1.2 Committee subjects

2. The Committee is mandated to consider the following subjects:
 - a) Lands
 - b) Settlement

1.3 Oversight

3. The Committee oversees the Ministry of Lands and Physical Planning; and the National Land Commission.

1.4 Committee Membership

4. The Committee membership comprises: -

Hon. Dr. Rachael Nyamai, MP – **Chairperson**

MP for Kitui South Constituency

Jubilee Party

Hon. Khatib Mwashetani, MP – **V/Chairperson**

MP for Lunga Lunga Constituency

Jubilee Party

Hon. Jayne Wanjiru Kihara, MP

Member for Naivasha
Constituency

Jubilee Party

Hon Joshua Kutuny Serem, MP

Member for Cherangany
Constituency

Jubilee Party

Hon. Kimani Ngunjiri, MP

Member for Bahati Constituency

Jubilee Party

Hon. Mishi Mboko, MP

Member for Likoni Constituency

**Orange Democratic Movement
(ODM)**

Hon. Omar Mwinyi, MP

Member for Changamwe
Constituency

**Orange Democratic Movement
(ODM)**

Hon. Ali Mbogo, MP

Member for Kisauni
Constituency

**Wiper Democratic Movement
(WDM)**

Hon. Babu Owino, MP

Member for Embakasi East
Constituency

**Orange Democratic Movement
(ODM)**

Hon. Caleb Kipkemei Kositany,
MP

Member for Soy Constituency

Jubilee Party

Hon. Catherine Waruguru, MP

Member for Laikipia County

Jubilee Party

Hon George Aladwa, MP

Member for Makadara
Constituency

**Orange Democratic Movement
(ODM)**

Hon George Risa Sunkuyia, MP

Member for Kajiado West
Constituency

Jubilee Party

Hon. Jane Wanjuki Njiru, MP

Member for Embu County

Jubilee Party

Hon. Josphat Gichunge
Kabeabea, MP

Member for Tigania East
Constituency

Party of National Unity (PNU)

Hon. Owen Yaa Baya, MP

Member for Kilifi North
Constituency

**Orange Democratic Movement
(ODM)**

Hon. Samuel Kinuthia Gachobe,
MP

Member for Subukia
Constituency

Jubilee Party

Hon. Simon Nganga Kingara, MP

Member for Ruiru Constituency

Jubilee Party

Hon. Teddy Mwambire, MP

Member for Ganze Constituency

**Orange Democratic Movement
(ODM)**

1.5 Committee Secretariat

5. The Committee secretariat comprises: -

Lead Clerk
Mr. Leonard Machira
Clerk Assistant I

Mr. Ahmad Guliye
Clerk Assistant III

Mr. Adan Abdi
Fiscal Analyst III

Mr. Joseph Tiyan
Researcher III

Ms. Winnie Kizia
Media Relations Officer III

Ms. Jemimah Waigwa
Legal Counsel I

Mr. Nimrod Ochieng
Audio Officer

Ms. Peris Kaburi
Serjeant-At-Arms

2.0 INTRODUCTION

6. The Petition by Mr. Philip Njuguna on behalf of Kandara Residents Association regarding irregular renewal of leases of land leased by Del Monte Kenya Limited was reported to the House by the Honorable Speaker on behalf of the Petitioner on 11th June 2019.
7. The Petitioner wished to draw the attention of the House to the following, that:
 - i. The petition was presented to the National Assembly on behalf of Kandara Residents Association, whose members are drawn from Muranga and Kiambu Counties;
 - ii. The members of the association had originally settled in the land currently occupied by the Del Monte Kenya Limited but were illegally removed and a lease allocated to the company;
 - iii. Upon the expiry of the leases ,the County Government of Muranga renewed leases to Del Monte Kenya Limited contrary to section 13 of the Land Act 2012, which provides that before the expiry of a leasehold tenure, the National Land Commission shall inform the lessee of his or her preemptive right to allocation of the land upon application provided:
 - a) Such lessee if a Kenyan citizen; and
 - b) The land is not required by the national or county government for public purposes.
 - iv. Del Monte Company is fully owned by foreigners and the national and county government has interest in the land;
 - v. There was no public participation done to determine whether the public had an interest in the land;
 - vi. The power to renew a lease is vested in the National Land Commission and not the County Government of Muranga;
 - vii. The National Land Commission failed to implement the resolutions of the Kandara residents held in February, 2017 on the matter, which recommended that the public interest of the residents be held;
 - viii. The determination of the historical land injustice dated 7th February 2017 by the National Land Commission recommended that where no surplus land is

found, the county government of Muranga should retain adequate land for the settlement of the claimants and public purpose upon the expiry of the leases;

- ix. The leases expired in May 2019 and the commission is allegedly seeking to renew the leases despite its recommendation;
- x. The petitioners' efforts to have the matters raised in the petition addressed by the National Land Commission and the County Government of Muranga have been futile; and
- xi. The matters raised in the petition were not pending in any court of law in Kenya.

8. The petitioner prayed that the National Assembly through the Departmental Committee on Lands

- i. Does consider , investigate and inquire into all the matters raised in the petition with a view to ensuring that the process of renewing the lease of the land held by Del Monte Kenya Limited is conducted within the law and in a transparent and participatory process that takes into account the rights and interests of the members of Kandara Residents Association over the said land are safeguarded; and
- ii. Makes relevant recommendations thereof.

3.0 SUBMISSIONS

3.1 Submissions by the Petitioners

9. The Committee held a meeting with the representatives of Kandara Residents Association on 6th August 2019. During the meeting the representatives informed the Committee that:
10. Members of Kandara Residents Association are drawn from Muranga and Kiambu Counties. Their forefathers originally settled in the land currently occupied by the Del Monte Kenya Limited but were illegally removed and leases allocated to the company. Upon the expiry of the leases, the County Government of Muranga renewed them in favour of Del Monte Kenya Limited contrary to section 13 of the Land Act 2012.
11. Del Monte Kenya Limited is fully owned by foreign nations as evidenced by the list of its directors, which does not include a single Kenyan. Therefore, they argued that the company did not enjoy preemptive rights of extension of the leases for land in question and that the company should surrender 50% of the land before the leases would be renewed.
12. The County government of Muranga had no power to renew the leases for land held by Del Monte Kenya Limited because the said powers are held by the National Land Commission as provided in section 13 of the National Land Commission Act 2012. However, the Committee noted that the petitioners were not able to table evidence to indicate that indeed Muranga County Government had renewed the said leases. They clarified that both the County Governments of Muranga and Kiambu had submitted no objection reports to the National Land Commission and had not actually renewed the leases. Therefore, the petition was contesting the no objection reports submitted by the two Counties regarding the renewal of the said leases.
13. The petitioner noted that public participation was mandatory in the renewal of the leases and that Kandara Residents Association through the instructions of the National Land Commission had undertaken extensive public participation on the matter and had held meetings across Muranga County and received views from approximately 4500 persons on the renewal of leases for land held by Del Monte Kenya Limited. A report on the exercise was tabled and approved by the Muranga County assembly.
14. Kandara Residents Association had also lodged a historical land injustice claim with the National Land Commission alleging injustices committed by Del Monte Kenya Limited together with the colonial soldiers and the Anglo-French, who planted sisal in the area and the Kenya Cannery Limited. The Committee was further informed that the Commission had recommended that the land held by Del Monte Kenya Limited be resurveyed to establish if the company was in possession of land that it did not own. It was also recommended that any surplus land should be surrendered to the Association and the County government of Muranga for public purpose in the ratio of 70:30. The company was also required to surrender all public utilities within the land to the relevant National and County Government Agencies whether the leases had expired or not.

15. The Committee noted that the petition limited its focus to renewal of leases for land owned by Del Monte Kenya Limited by Muranga County. It therefore meant that the petition did not include land in Kiambu County. It was further noted that the role of the County government was limited to making recommendations on the renewal of the leases and could not undertake the actual renewal as this is the mandate of the National Land Commission.

3.2 Submissions by the Ag Chief Executive, National Land Commission

16. The Committee held a meeting with Ag Chief Executive, National Land Commission on 8th August 2019. During the meeting the Chief Executive Officer informed the Committee that:
17. The Commission received a historical injustice claim from Kandara Residents Association against Del Monte Kenya Limited together with the colonial soldiers, the Anglo-French, who planted sisal in the area and the Kenya Cannery Limited. The Commission decided the matter on 7th February 2019 and the same was gazetted vide Gazette Notice No. 1995 dated 1st March 2019. The commission recommended that:
- The land held by Del Monte Kenya Limited should be resurveyed to establish if the company was in possession of land that it is not registered to hold.
 - The surplus land, if any, should be surrendered to Kandara Residents Association and the County Government for public purpose in the ratio of 70;30 respectively.
 - Where no surplus land is found the County Government of Muranga should retain adequate land for the settlement of the claimants and for public purpose upon the expiry of the leases.
 - Del Monte Kenya Limited should surrender all public utilities within the land in question to the relevant National and County Government agencies whether the leases have expired or not.
18. The Ag. Chief Executive Officer further informed the Committee that three court cases had been filed in the High Court in Nairobi and Muranga. Therefore, she would not make more comments on the same due to the doctrine of *sub judice* as the matters raised in the petition were also pending determination in court. The cases included the following:
- **ELC No. 53 of 2018 at Muranga: Kandara Residents Association and Others Vs Del Monte Kenya Limited.** The suit seeks to restrain the National Land Commission from renewing leases in favour of Del Monte Kenya Limited.
 - **High Court Constitutional Petition No. 48 of 2019 at Nairobi: Del Monte Kenya Limited Vs National Land Commission and Attorney General:** The suit seeks to quash the determination of the National Land Commission Historical Injustice Committee dated 7th February 2019 in complaint No. NLC/HLI/004/2017. It also seeks to expel the Gazette Notice No. 1995 dated 18th February 2019 and published on 1st March 2019 on parcels of land registered under Del Monte Kenya Limited.

- ELC Judicial Review No. 1 of 2019 at Muranga: Kandara Residents Association and Others Vs National Land Commission, Director of Survey and the Attorney General : The suit seeks to compel the Director of Survey to implement the National Land Commission's Historical Land Injustice Committee resolution dated 7th February 2019 in complaint No. NLC/HLI/004/2017.

3.3 Submissions by the Chief Administrative Secretary of Lands and Physical Planning

19. The Committee held a meeting with the Chief Administrative Secretary of Lands and Physical Planning on 6th August 2019. During the meeting the Chief Administrative Secretary informed the Committee of the following regarding the petition:
20. LR. No. 12158 measuring 2900 acres in Muranga County that is registered in the name of Del Monte Kenya Limited is an amalgamation of LR. Nos 10862,10741,11312,2953,4873, and 11146.
21. The term of lease for the said land was 49 years effective from 1st May 1973. It is due to expire on 1st May 2022. He added that an application had been made seeking renewal of the lease to the National Land Commission and the County Government of Muranga. The said application was under consideration by the Commission.
22. The Ministry was not aware of any renewal of lease regarding the said land and had not received any documents recommending the renewal. The Chief Administrative Secretary therefore argued that the petition was premature as it allegedly that the lease had been renewed.
23. The lease Gatuanyaga Farm LR. No. 12203 measuring 2,133 Ha which is in Kiambu County also owned by Del Monte expired on 1st July 2019 and an application for renewal had been tendered by the company; and
24. On the question regarding the implementation of a recommendation made by the National Land Commission in a Gazette Notice No. 1995 dated 1st March 2019 following a historical land injustice claim lodged by Kandara Residents Association regarding resurveying of the land owned by Del Monte to establish if the company held land that it is not registered to hold, The Chief Administrative Secretary informed the Committee that the Ministry would require three weeks to complete the exercise.

3.4 Submissions by the Managing Director, Del Monte Kenya Ltd

25. The Committee held a meeting with the Managing Director, Del Monte Kenya Limited on 8th August 2019. During the meeting the Managing Director, through his advocate,

Mr. Njoroge Regeru informed the Committee that seven court cases had been filed in the High court in Nairobi and Muranga. The seven cases are as follows:

Item	Case Number and Parties	Status / Remarks
1	Nairobi High Court Constitutional Petition No. 398 of 2015 – Del Monte Kenya Limited -vs- The County Government of Muranga and 2 others	Hearing concluded before a 3 – judge bench. Judgement scheduled for 20 th September 2019
2	Amended Complaint to the National Land Commission – Kandara Residents Association and Another -vs- Del Monte Kenya Limited	The Amended Complaint was determined vide Determination published in the Kenya Gazettee on 1 ST March 2019. The implementation of the determination has since been stayed by the High Court vide its Order given on 22 nd May 2019 in petition No. 48 of 2019
3	ELC No. 53 of 2018 at Muranga- Kandara Residents Association and 4 others Vs Del Monte Kenya Limited	The suit was scheduled for hearing on 31 st July 2019
4	ELC No. 86 of 2018 – Kenya National Chamber of Commerce and others Vs Del Monte Kenya Limited	The suit was scheduled for ruling on 19 th September 2019
5	Muranga Constitutional Petition No. 6 of 2018 – Ephantus Githae and another vs the National Land Commission	
6	Nairobi High Court Constitutional Petition Number 48 of 2019, Del Monte Kenya Limited vs National Land Commission and Another	The suit was scheduled for hearing on 16 th October 2019
7	Thika ELC Number 85 of 2019 – Gatuanyaga Residents Association -vs- Del Monte Kenya Limited and 3 others	The matter was scheduled for direction on 1 st August 2019

26. He added that Kandara Residents Association was party to three of the cases and had filed two of the said suits. He argued that based on the doctrine of *sub judice*, the petition should be barred. The three cases as follows:

- **ELC No. 53 of 2018 at Muranga: Kandara Residents Association and Others Vs Del Monte Kenya Limited.** The suit seeks to restrain the National Land Commission from renewing leases in favour of Del Monte Kenya Limited.
 - **High Court Constitutional Petition No. 48 of 2019 at Nairobi: Del Monte Kenya Limited Vs National Land Commission and Attorney General:** The suit seeks to quash the determination of the National land Commission Historical Injustice Committee dated 7th February 2019 in complaint No. NLC/HLI/004/2017/ It also seeks to expel the Gazette Notice No. 1995 dated 18th February 2019 and published on 1st March 2019 on parcels of land registered under Del Monte Kenya Limited.
 - **ELC Judicial Review No. 1 of 2019 at Muranga: Kandara Residents Association and Others Vs National land Commission , Director of Survey and the Attorney General :** The suit seeks to compel the Director of Survey to implement the National land Commission’s Historical Land Injustice Committee dated 7th February 2019 in complaint No. NLC/HLI/004/2017.
27. He further observed that the petitioners were required by the National Assembly Standing Orders to indicate that the matters raised in the petition were pending before court. He noted that the Petitioners did not make the said disclosure.
28. In view of the above, the Managing Director urged the Committee to put the consideration of the petition on hold as the matters pending in court mainly dealt on the issue of renewal of leases for land owned by Del Monte Kenya Limited and the same matters were also the key subject of the petition.
29. The Managing Director further informed the Committee that the Company was not opposed to the recommendation made by the National Land Commission in a historical land injustice claim lodged by Kandara Residents Association against Del Monte Kenya Limited that the land held by Del Monte Kenya Limited should be resurveyed to establish if the company was in possession of land that it is not registered against. He added that the company had severally written to the Director of Survey in the Ministry of Lands and Physical Planning seeking the fast tracking of the exercise but had not received a reply from the said office.

3.5 Submissions by Hon. Jude Njomo, MP

30. The Committee received submissions from Hon. Jude Njomo, MP on 7th November 2019. He informed the Committee that;

31. The ownership documents held by Del Monte Kenya Limited are not title deeds but agreements between the government and the company that were drawn on 19th February 1973. The agreements grant the company use of 20,000 acres of land. He noted that contravention to the said agreements, the company is currently in possession of 22,000 acres.
32. He also stated that part of the land granted to the company has been idle since the agreement were reached. He added that the company in their brochure admitted to utilizing only 6000 Ha out of the 9000 Ha allocated to the company for 50 years hence depriving the residents the use of 3000 Ha of idle land.
- i. He further informed the Committee that Land parcels Nos. LR.10740, LR 10741, LR 11146, LR 10862, LR 2955 and LR.11312 comprising 7,400 acres that were surrendered to the government by two companies namely Sassa Coffee and Rappit B Limited after subdivision, were irregularly being used by Del Monte Kenya Limited. He also stated that the owners of SASSA coffee passed on in Europe and the land held by the company was occupied by residents who were later evicted by Del Monte Kenya Limited from the land.
 - ii. Contrary to the agreement between the government and the company on 19th February 1973, Del Monte Kenya Limited had carved off a portion of LR. No. 13169 and allocated it to ANNANAS Holding where a mall has been constructed.
 - iii. He urged the Committee to recommend that the land held by Del Monte Kenya Limited be resurveyed to establish the actual acreage of land occupied by the company.

4.0 OBSERVATIONS

The Committee made the following observations:

1. The Committee observed the National Land Commission had received a historical injustice claim from Kandara Residents Association against Del Monte Kenya Limited and determined the matter on 7th February 2019 and the same was gazetted vide Gazette Notice No. 1995 dated 1st March 2019.
2. The Committee observed that the Commission recommended, among other things, that the land held by Del Monte Kenya Limited should be resurveyed to establish if the company was in possession of land that it is not registered to hold.
3. The Committee however observed that there are several cases regarding the renewal of leases and the recommendations of the Commission.
4. The Committee noted that the petition limited its focus to renewal of leases for land owned by Del Monte Kenya Limited by Muranga County. However, the Committee observed that the role of the County government was limited to making recommendations on the renewal of the leases and could not undertake the actual renewal as this is the mandate of the National Land Commission.
5. The Committee observed that on the question regarding the implementation of a recommendation made by the National Land Commission regarding resurveying of the land owned by Del Monte to establish if the company held land that it is not registered to hold, the Ministry indicated that it would require three weeks to complete the exercise.
6. The Committee further observed that the Managing Director, Del Monte Kenya Limited was not opposed to the recommendation made by the National Land Commission for resurvey of the land as demonstrated by the letters to the Director of Survey in the Ministry of Lands and Physical Planning seeking the fast tracking of the exercise.
7. The Committee observed that the National Land Commission in its submission averred that three court cases had been filed in the High Court in Nairobi and Muranga touching on matters contained in the Petition. The cases included the following:
 - d) ELC No. 53 of 2018 at Muranga: Kandara Residents Association and Others Vs Del Monte Kenya Limited.;
 - e) High Court Constitutional Petition No. 48 of 2019 at Nairobi: Del Monte Kenya Limited Vs National Land Commission and Attorney General; and
 - f) ELC Judicial Review No. 1 of 2019 at Muranga: Kandara Residents Association and Others Vs National Land Commission, Director of Survey and the Attorney General.
8. The Committee observed that the Managing Director, Del Monte Kenya Limited in his submissions averred that three court cases in which Kandara Residents Association is a

party had been filed in court touching on matters contained in the Petition. The cases included the following:

- d) ELC No. 53 of 2018 at Muranga: Kandara Residents Association and Others Vs Del Monte Kenya Limited.
 - e) High Court Constitutional Petition No. 48 of 2019 at Nairobi: Del Monte Kenya Limited Vs National Land Commission and Attorney General.
 - f) ELC Judicial Review No. 1 of 2019 at Muranga: Kandara Residents Association and Others Vs National Land Commission, Director of Survey and the Attorney General.
9. The Committee observed that the submissions made by the Ministry of Lands & Physical Planning indicated that LR. No. 12158 measuring 2900 acres in Muranga County that is registered in the name of Del Monte Kenya Limited is an amalgamation of LR. Nos 10862,10741,11312 and 11146. However, the Hon. Jude Njomo, MP informed the Committee that the said parcels of land were surrendered to the government by two companies namely Sassa Coffee and Rappit B Limited and were later acquired by Del Monte Kenya Limited.
10. In view of the foregoing, the Committee observed that although there may be matters pending in court, Standing Order 89(5) allows a Committee to refer to matters that may be active in court. The Committee further observed that the reference to the matters are also not likely to prejudice the fair determination of the cases in particular because both the Petitioners and the Del Monte Company Limited are not opposed to the issue of resurveying of the land in question.

5.0 COMMITTEE RECOMMENDATIONS

In response to the prayers by the Petitioners, the Committee recommends that;

1. The Director of Survey, Ministry of Lands and Physical Planning does resurvey the land held by Del Monte Kenya Limited in Muranga and Kiambu Counties within ninety days of tabling of this report.
2. The National Land Commission does investigate the circumstances under which LR. Nos 10862,10741,11312 and 11146 that were said to have been surrendered to the government by two companies namely Sassa Coffee and Rappit B Limited were later acquired by Del Monte Kenya Limited within ninety days of tabling of this report.

Signed..........Date.....19-11-2019.....

Hon. Dr. Rachael Kaki Nyamai, MP
Chairperson, Departmental Committee on Lands

**MINUTES OF THE 86TH SITTING OF THE DEPARTMENTAL COMMITTEE ON
LANDS HELD ON FRIDAY, 15TH NOVEMBER, 2019 AT ENGLISHPOINT – MARINA,
MOMBASA AT 9.30 AM**

PRESENT

- | | |
|--------------------------------------|---------------|
| 1. Hon. Dr. Rachael Nyamai, M.P | - Chairperson |
| 2. Hon. Jayne Kihara, M.P | |
| 3. Hon. Omar Mwinyi Shimbwa, M.P | |
| 4. Hon. Mishi Mboko, M.P | |
| 5. Hon. Kimani Ngunjiri, M.P | |
| 6. Hon. Ali Mbogo, M.P | |
| 7. Hon. Caleb Kositany, M.P | |
| 8. Hon. Owen Baya, M.P | |
| 9. Hon. Samuel Kinuthia Gachobe, M.P | |
| 10. Hon. Teddy Mwambire, M.P | |

APOLOGIES

- | | |
|--|--------------------|
| 1. Hon. Khatib Mwashetani, MP | - Vice Chairperson |
| 2. Hon. Joshua Kutuny, M.P | |
| 3. Hon. Babu Owino, M.P | |
| 4. Hon. Catherine Waruguru, M.P | |
| 5. Hon. George Aladwa, M.P | |
| 6. Hon. George Risa Sunkuyia, M.P | |
| 7. Hon. Josphat Gichunge Kabeabea, M.P | |
| 8. Hon. Jane Wanjuki Njiru, M.P | |
| 9. Hon. Simon Nganga Kingara, M.P | |

IN ATTENDANCE

THE NATIONAL ASSEMBLY SECRETARIAT

- | | | |
|------------------------|---|------------------------------|
| 1. Ms. Florence Abonyo | - | Director, Committee Services |
| 2. Mr. Leonard Machira | - | Clerk Assistant I |
| 3. Mr. Ahmad Guliye | - | Clerk Assistant III |
| 4. Mr. Ronald Walala | - | Legal Counsel |
| 5. Mr. Joseph Tiyan | - | Research Officer |
| 6. Mr. Nimrod Ochieng | - | Audio Recording Officer |
| 7. Ms. Peris Kaburi | - | Serjeant At Arms |

MIN. NO. NA/DCS/LANDS/2019/328: PRELIMINARIES

The meeting was called to order at twenty – eight minutes past nine o'clock and prayers were said.

MIN. NO. NA/DCS/LANDS/2019/329: ADOPTION OF THE AGENDA

The agenda of the meeting was adopted as outlined in the notice of agenda after it was proposed and seconded by Hon. Caleb Kositnay, MP and Hon. Teddy Mwambire, MP

MIN. NO. NA/DCS/LANDS/2019330-: CONSIDERATION OF THE DRAFT REPORT ON THE PETITION BY RESIDENTS OF IKOLOMANI REGARDING DELAYED COMPENSATION OF LANDOWNERS FOR EXPANSION OF SIGALA -MUSOLI – BUKURA – BUTERE ROAD NO. D260

The Committee considered the draft report on the Petition by residents of Ikolomani regarding delayed compensation of Land owners for expansion of Sigala -Musoli – Bukura – Butere Road No. D260 and adopted it with the following observations and recommendations after it was proposed and seconded by Hon. Owen Baya, MP and Hon. Caleb Kositany, MP respectively;

a. Observations

- i. The Committee observed that although the National Government through the Kenya Rural Roads Authority embarked on the construction of the Sigalagala – Musoli – Bukura Butere Road in 2013, the affected residents have not been compensated for the loss of land and property to date, despite the road being 95% complete.
- ii. The delay in compensating the affected residents following the compulsory acquisition of land by the Kenya Rural Roads Authority was inordinate and not justifiable. This contravenes the provisions that provides for prompt and just compensation as contained in Article 40 of the Constitution as read with the Land Act, 2012.
- iii. The Committee further observed the Ag. Chief Executive Officer of the National Land Commission attributed the delay in the compensation of the affected residents to the inability for the commission secretariat to gazette the inquiry dates until the new Commissioners assume office given that only the Commission's Chairperson can authorize the same. However, the Committee noted with concern that the National Land Commission had not addressed the matter for six years during the tenure of the first Commission.
- iv. The Ag. Director General Kenya Rural Road Authority confirmed that the authority had adequate funds to facilitate the compensation due to project affected persons and

he promised to expedite the remittance of compensation funds to National Land commission upon the conclusion of the inquiries as envisaged in the Land Act, 2012.

- v. The Committee could not ascertain whether valuation of crops and trees affected by the project had been done since the Ag. Director General Kenya Rural Roads Authority (KeRRA) did not submit a report on the same.

b. Recommendations

- i. Pursuant to the provisions of Article 40 of the Constitution and the Land Act, 2012, the Chairperson, National Land Commission does gazette the inquiry dates for the compulsory acquisition of land for the Sigalagala – Musoli – Bukura Butere Road project within ninety days of the tabling of this report.
- ii. The National Land Commission does conduct the valuation of parcels of land, crops and trees affected by the project within ninety days upon the gazettment of the inquiry dates for the Sigalagala – Musoli – Bukura Butere Road.
- iii. Upon the conclusion of the inquiries and remittance of compensation funds from Kenya Rural Road Authority (KeRRA), the Chairperson, National Land commission does ensure the disbursement of compensation funds to the respective project affected persons within ninety days.

**MIN. NO. NA/DCS/LANDS/2019/331: CONSIDERATION OF THE DRAFT REPORT
ON THE PETITION REGARDING
IRREGULAR RENEWAL OF LEASES OF
LAND LEASED BY DELMONTE KENYA
LIMITED**

The Committee considered the draft report on the Petition regarding irregular renewal of leases of land leased by Delmonte Kenya Limited and adopted it with the following observations and recommendations after it was proposed and seconded by Hon. Ali Mbogo, MP and Hon, Mishi Mboko, MP respectively;

a. Observations

- i. The Committee observed the National Land Commission had received a historical injustice claim from Kandara Residents Association against Del Monte Kenya Limited and determined the matter on 7th February 2019 and the same was gazetted vide Gazette Notice No. 1995 dated 1st March 2019.
- ii. The Committee observed that the Commission recommended, among other things, that the land held by Del Monte Kenya Limited should be resurveyed to establish if the company was in possession of land that it is not registered to hold.

- iii. The Committee however observed that there are several cases regarding the renewal of leases and the recommendations of the Commission.
- iv. The Committee noted that the petition limited its focus to renewal of leases for land owned by Del Monte Kenya Limited by Muranga County. However, the Committee observed that the role of the County government was limited to making recommendations on the renewal of the leases and could not undertake the actual renewal as this is the mandate of the National Land Commission.
- v. The Committee observed that on the question regarding the implementation of a recommendation made by the National Land Commission regarding resurveying of the land owned by Del Monte to establish if the company held land that it is not registered to hold, the Ministry indicated that it would require three weeks to complete the exercise.
- vi. The Committee further observed that the Managing Director, Del Monte Kenya Limited was not opposed to the recommendation made by the National Land Commission for resurvey of the land as demonstrated by the letters to the Director of Survey in the Ministry of Lands and Physical Planning seeking the fast tracking of the exercise.
- vii. The Committee observed that the National Land Commission in its submission averred that three court cases had been filed in the High Court in Nairobi and Muranga touching on matters contained in the Petition. The cases included the following:
 - a) ELC No. 53 of 2018 at Muranga: Kandara Residents Association and Others Vs Del Monte Kenya Limited.;
 - b) High Court Constitutional Petition No. 48 of 2019 at Nairobi: Del Monte Kenya Limited Vs National Land Commission and Attorney General; and
 - c) ELC Judicial Review No. 1 of 2019 at Muranga: Kandara Residents Association and Others Vs National Land Commission, Director of Survey and the Attorney General.
- viii. The Committee observed that the Managing Director, Del Monte Kenya Limited in his submissions averred that three court cases in which Kandara Residents Association is a party had been filed in court touching on matters contained in the Petition. The cases included the following:
 - a) ELC No. 53 of 2018 at Muranga: Kandara Residents Association and Others Vs Del Monte Kenya Limited.
 - b) High Court Constitutional Petition No. 48 of 2019 at Nairobi: Del Monte Kenya Limited Vs National Land Commission and Attorney General.
 - c) ELC Judicial Review No. 1 of 2019 at Muranga: Kandara Residents Association and Others Vs National Land Commission, Director of Survey and the Attorney General.

- ix. The Committee observed that the submissions made by the Ministry of Lands & Physical Planning indicated that LR. No. 12158 measuring 2900 acres in Muranga County that is registered in the name of Del Monte Kenya Limited is an amalgamation of LR. Nos 10862,10741,11312 and 11146. However, the Hon. Jude Njomo, MP informed the Committee that the said parcels of land were surrendered to the government by two companies namely Sassa Coffee and Rappit B Limited and were later acquired by Del Monte Kenya Limited.
- x. In view of the foregoing, the Committee observed that although there may be matters pending in court, Standing Order 89(5) allows a Committee to refer to matters that may be active in court. The Committee further observed that the reference to the matters are also not likely to prejudice the fair determination of the cases in particular because both the Petitioners and the Del Monte Company Limited are not opposed to the issue of resurveying of the land in question.

b. Recommendations

- i. The Director of Survey, Ministry of Lands and Physical Planning does resurvey the land held by Del Monte Kenya Limited in Muranga and Kiambu Counties within ninety days of tabling of this report.
- ii. The National Land Commission does investigate the circumstances under which LR. Nos 10862,10741,11312 and 11146 that were said to have been surrendered to the government by two companies namely Sassa Coffee and Rappit B Limited were later acquired by Del Monte Kenya Limited within ninety days of tabling of this report.

MIN. NO. NA/DCS/LANDS/2019/332: ADJOURNMENT

The meeting was adjourned at forty – eight minutes past twelve noon.

Signature

HON. DR. RACHAEL KAKI NYAMAI, M.P.

(Chairperson)

Date.....19-11-2019.....

**MINUTES OF THE 57TH SITTING OF THE DEPARTMENTAL COMMITTEE ON
LANDS HELD ON THURSDAY, 8TH AUGUST 2019 IN THE BOARDROOM, 2ND
FLOOR, PROTECTION HOUSE, PARLIAMENT BUILDINGS AT 12 :00 NOON**

PRESENT

- | | |
|---------------------------------------|--------------------|
| 1. Hon. Dr. Rachael Nyamai, M.P | - Chairperson |
| 2. Hon. Khatib Mwashetani, M.P | - Vice Chairperson |
| 3. Hon. Jayne Kihara, M.P | |
| 4. Hon. Mishu Mboko, M.P | |
| 5. Hon. Omar Mwinyi Shimbwa, M.P | |
| 6. Hon. Babu Owino, M.P | |
| 7. Hon. Catherine Waruguru, M.P | |
| 8. Hon. George Risa Sunkuyia, M.P | |
| 9. Hon. Jane Wanjuki Njiru, M.P | |
| 10. Hon. Owen Baya, M.P | |
| 11. Hon. Samuel Kinuthia Gachobe, M.P | |
| 12. Hon. Simon Nganga Kingara, M.P | |
| 13. Hon. Teddy Mwambire, M.P | |

APOLOGIES

1. Hon. Kimani Ngunjiri, M.P
2. Hon. Joshua Kutuny, M.P
3. Hon. George Aladwa, M.P
4. Hon. Ali Mbogo, M.P
5. Caleb Kipkemei Kositany
6. Hon. Josphat Gichunge Kabeabea, M.P

IN ATTENDANCE

DEL MONTE KENYA LTD

1. Stergios Grialiamalsal - Managing Director
2. Henry Odondi - Legal Counsel
3. Mr. Njoroge Regeru- Legal Counsel (Njoroge Regeru & Co.)
4. Grishon N. Thuo- Legal Counsel (Njoroge Regeru & Co)
5. Camille R. Amolo - Legal Counsel (Njoroge Regeru & Co)

THE NATIONAL ASSEMBLY SECRETARIAT

- | | |
|------------------------|---------------------|
| 1. Mr. Leonard Machira | - Clerk Assistant I |
|------------------------|---------------------|

- | | | |
|-----------------------|---|-------------------------|
| 2. Sydney Lugaga | - | Legal Counsel II |
| 3. Mr. Joseph Tiyan | - | Research Officer III |
| 4. Mr. Nimrod Ochieng | - | Audio Recording Officer |
| 5. Ms. Peris Kaburi | - | Serjeant – At - Arms |

MIN. NO. NA/DCS/LANDS/2019/- 238: PRELIMINARIES

The meeting was called to order at sixteen minutes past noon. Prayers were said and thereafter introductions were made.

MIN. NO. NA/DCS/LANDS/2019/-239: ADOPTION OF THE AGENDA

The agenda of the meeting was adopted as outlined in the notice of the meeting after it was proposed and seconded by Hon. Kimani Ngunjiri, M.P and Hon. Simon Kingara, M.P respectively.

MIN. NO. NA/DCS/LANDS/2019/-240: CONFIRMATION OF PREVIOUS MEETING

Consideration of the item was deferred to the next sitting.

MIN. NO. NA/DCS/LANDS/2019/-241: MEETING WITH THE MANAGING DIRECTOR DEL MONTE KENYA LTD ON A PETITION BY MR. PHILIP NJUGUNA ON BEHALF OF KANDARA RESIDENTS ASSOCIATION REGARDING IRREGULAR RENEWAL OF LEASES OF LAND BY DEL MONTE KENYA LIMITED

The Managing Director, Del Monte Kenya Ltd through Mr. Njoroge Regeru informed the Committee that three court cases had been filed in the High court in Nairobi and Muranga. The petitioners, Kandara Residents Association, were party to the cases and had filed two of the said suits. He argued that based on the doctrine of *sub judice*. the petition should be barred. He further observed that the petitioners were required by the National Assembly Standing Orders to indicate that the matters raised in the petition were pending before court. He noted that the Petitioners did not make the said disclosure. The cases included the following:

- **ELC No. 53 of 2018 at Muranga: Kandara Residents Association and Others Vs Del Monte Kenya Limited.** The suit seeks to restrain the National Land Commission from renewing leases in favour of Del Monte Kenya Limited.
- **High Court Constitutional Petition No. 48 of 2019 at Nairobi: Del Monte Kenya Limited Vs National Land Commission and Attorney General:** The suit seeks to quash the determination of the National land Commission Historical Injustice Committee dated 7th February 2019 in complaint No. NLC/HLI/004/2017/ It also seeks to expel the Gazette Notice No. 1995 dated 18th February 2019 and published on 1st March 2019 on parcels of land registered under Del Monte Kenya Limited.
- **ELC Judicial Review No. 1 of 2019 at Muranga: Kandara Residents Association and Others Vs National land Commission , Director of Survey and the Attorney General** : The suit seeks to compel the Director of Survey to implement the National land

Commission's Historical Land Injustice Committee dated 7th February 2019 in complaint No. NLC/HLI/004/2017.

In view of the above, the Managing Director urged the Committee to put the consideration of the petition on hold as the matters pending in court mainly dealt on the issue of renewal of leases for land owned by Delmonte Kenya Limited and the same matters were also the key subject of the petition.

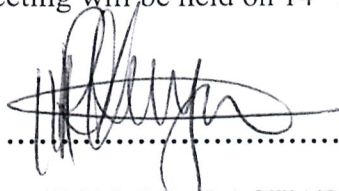
The Managing Director further informed the Committee that the Company was not opposed to the recommendation made by the National Land Commission in a historical injustice claim lodged by Kandara Residents Association against Del Monte Kenya Limited that the land held by Del Monte Kenya Limited should be resurveyed to establish if the company was in possession of land that it is not registered against. He added that the company had severally written to the Director of Survey in the Ministry of Lands and Physical Planning seeking the fast tracking of the exercise but had not received a reply from the said office.

The Committee resolved to put the matter on hold in order to seek guidance on whether the *sub judice rule* applied.

MIN. NO. NA/DCS/LANDS/2019/- 242: ADJOURNMENT

There being no other business to discuss, the meeting was adjourned at seven minutes past one o'clock. The next meeting will be held on 14th August 2019 at 11:30 am.

Signature



HON. DR. RACHAEL KAKI NYAMAI, M.P.

(Chairperson)

Date.....

15/10/2019

MINUTES OF THE 56TH SITTING OF THE DEPARTMENTAL COMMITTEE ON LANDS HELD ON THURSDAY, 8TH AUGUST 2019 IN THE BOARDROOM, 2ND FLOOR, PROTECTION HOUSE, PARLIAMENT BUILDINGS AT 9.30 A.M

PRESENT

- | | |
|---------------------------------------|--------------------|
| 1. Hon. Dr. Rachael Nyamai, M.P | - Chairperson |
| 2. Hon. Khatib Mwashetani, M.P | - Vice Chairperson |
| 3. Hon. Jayne Kihara, M.P | |
| 4. Hon. Mishi Mboko, M.P | |
| 5. Hon. Omar Mwinyi Shimbwa, M.P | |
| 6. Hon. Babu Owino, M.P | |
| 7. Hon. Catherine Waruguru, M.P | |
| 8. Hon. George Risa Sunkuyia, M.P | |
| 9. Hon. Jane Wanjuki Njiru, M.P | |
| 10. Hon. Owen Baya, M.P | |
| 11. Hon. Samuel Kinuthia Gachobe, M.P | |
| 12. Hon. Simon Nganga Kingara, M.P | |
| 13. Hon. Teddy Mwambire, M.P | |

APOLOGIES

1. Hon. Kimani Ngunjiri, M.P
2. Hon. Joshua Kutuny, M.P
3. Hon. George Aladwa, M.P
4. Hon. Ali Mbogo, M.P
5. Caleb Kipkemei Kositany
6. Hon. Josphat Gichunge Kabeabea, M.P

IN ATTENDANCE

NATIONAL LAND COMMISSION

- | | | |
|----------------------|---|---------------------------------|
| 1. Kabale Tache | - | Ag. Chief Executive |
| 2. Mr. Francis Bor | - | Ag. Deputy Commission Secretary |
| 3. Ms. Mercy Njamwea | - | Director, Land Administration |
| 4. Fidelis Mburu | - | Ag. Director Valuation |
| 5. Edmond Gichuru | | |
| 6. Samuel Odari | - | Deputy Director |
| 7. Charles Wambugu | - | Legal Officer |

THE NATIONAL ASSEMBLY SECRETARIAT

- | | |
|------------------------|---------------------------|
| 1. Mr. Leonard Machira | - Clerk Assistant I |
| 2. Sydney Lugaga | - Legal Counsel II |
| 3. Mr. Joseph Tiyan | - Research Officer III |
| 4. Mr. Nimrod Ochieng | - Audio Recording Officer |
| 5. Ms. Peris Kaburi | - Serjeant – At - Arms |

MIN. NO. NA/DCS/LANDS/2019/- 233: PRELIMINARIES

The meeting was called to order at sixteen minutes to noon. Prayers were said and thereafter introductions were made.

MIN. NO. NA/DCS/LANDS/2019/-234: ADOPTION OF THE AGENDA

The agenda of the meeting was adopted as outlined in the notice of the meeting after it was proposed and seconded by Hon. Kimani Ngunjiri, M.P and Hon. Simon Kingara, M.P respectively.

MIN. NO. NA/DCS/LANDS/2019/-235: CONFIRMATION OF PREVIOUS MEETING

Consideration of the item was deferred to the next sitting.

MIN. NO. NA/DCS/LANDS/2019/-236: MEETING WITH THE AG CHIEF EXECUTIVE OFFICER NATIONAL LAND COMMISSION ON PETITIONS PENDING BEFORE THE COMMITTEE

The Ag. Chief Executive Officer National Land Commission requested for two weeks to provide comprehensive responses to the following petitions:

- i. Petition by Hon Andrew Mwadime MP on behalf of Taita Taveta Teachers Investment Company Limited on illegal occupancy of land owned by Taita Taveta Teachers Investment Company Limited;
- ii. Petition by Hon. David Gikaria, M.P on behalf of Ms. Juliet Nyaguthii regarding public access and use of public utility plots in Nakuru West Ward in Nakuru County;and
- iii. Petition by of former workers of the Late Mayor Jacob Samuels regarding invasion and eviction of former workers of the Late Mayor Jacob Samuels from their land in Roysambu Constituency by the Kenya Defence Forces.

She then informed the Committee as follows regarding three other petitions:

- i. **Petition by Mr. Philip Njuguna on behalf of Kandara Residents Association regarding irregular renewal of leases of land by Del Monte Kenya Limited**

The Commission received a historical injustice claim from Kandara Residents Association against Del Monte Kenya Limited together with the colonial soldiers, the Agro French, who planted sisal in the area and the Kenya Cannery Limited. The Commission decided on the matter on 7th February 2019 and the same was gazetted vide gazette Notice No. 1995 dated 1st March 2019. The commission recommended that:

- The land held by Del Monte Kenya Limited should be resurveyed to establish if the company was in possession of land that it is not registered to hold.
- The surplus land, if any, should be surrendered to Kandara Residents Association and the County Government for public purpose in the ratio of 70;30 respectively.
- Where no surplus land is found the County Government of Muranga should retain adequate land for the settlement of the claimants and for public purpose upon the expiry of the leases.
- Del Monte Kenya Limited should surrender all public utilities within the land in question to the relevant National and County Government agencies whether the leases have expired or not.

The Ag. Chief Executive Officer further informed the Committee that three court cases had been filed in the High court in Nairobi and Muranga. Therefore, she would not make more comments on the same due to the doctrine of *sub judice* as the matters raised in the petition were also pending determination in court. The cases included the following:

- **ELC No. 53 of 2018 at Muranga: Kandara Residents Association and Others Vs Del Monte Kenya Limited.** The suit seeks to restrain the National Land Commission from renewing leases in favour of Del Monte Kenya Limited.
- **High Court Constitutional Petition No. 48 of 2019 at Nairobi: Del Monte Kenya Limited Vs National Land Commission and Attorney General:** The suit seeks to quash the determination of the NATIONAL land Commission Historical Injustice Committee dated 7th February 2019 in complaint No. NLC/HLI/004/2017/ It also seeks to expel the Gazette Notice No. 1995 dated 18th February 2019 and published on 1st March 2019 on parcels of land registered under Del Monte Kenya Limited.
- **ELC Judicial Review No. 1 of 2019 at Muranga: Kandara Residents Association and Others Vs National land Commission , Director of Survey and the Attorney General :** The suit seeks to compel the Director of Survey to implement the National land Commission's Historical Land Injustice Committee dated 7th February 2019 in complaint No. NLC/HLI/004/2017.

ii. **Petition by Tapsimate Araap Borowo and Kipsoi Araap Chemorore regarding historical land injustices in Kimulot area in Kericho and Bomet Counties**

The Commission received a historical injustice claim from Borowo and Kipsigis Clan self – help group No. NLC HLI/173/2017. The Commission heard the matter on 14th 2018 and 17th November 2018. The claimants were represented by Mr. Peter Kiprotich Bett.

The Claim stated that Araap Borowo and the Kipsigis clans had been evicted by the British Colonial government from their land in Kericho and Bomet Counties and the petitioners sought to be compensated for the killings, mental and physical torture meted on the Kipsigis clan, forceful recruitment of their youth to fight for the British and that they be granted graveyards for their ancestors that were within the Multinational estates.

The petitioners also noted that there were not involved negotiations between the British Government and the Governors of Kericho and Bomet seeking that upon expiry of the respective leases the land be issued to the county governments yet the Borowo and Kipsigis Clans were in fact the rightful owners. They sought the said negotiations to be stayed until the commission decided their Historical Injustice Claim.

Commission recommendations on the claim: The Commission admitted the claim and recommended that:

- A resurvey be done on the lands being held by tea estates to determine if there is any surplus land to be held in trust for the community by the county government
- The County government and the multinationals to sign an MOU for the multinationals to provide public utilities to the community.
- The renewal of leases to be withheld until an agreement is reached with the county governments of Kericho and Bomet.
- Upon the expiry of the subject leases the county governments of Kericho and Bomet give priority to the claimants on allocation of the subject parcels of land.

The Ag Chief Executive Officer made the following comments on the specific prayers in the petition:

- On the prayer that the Committee intervenes to ensure a fresh and transparent recognition of the matter of disposition of the petitioners' land without compensation being paid to the Chemorei and Borowo family. She noted that the commission had undertaken investigations in the and decided the matter of NLC /HLI/173/2017.
- The prayer to consider the evictions of the Kipsigis that commenced on 26th February 1952 to have been unlawful, unjust and a gross violation of the human rights and dignity of the victim. Was beyond the remedies that the Historical Land Injustice claim would offer.

The Committee was also informed that after the commission gazetted the recommendations through gazette notice No. 1195 of 1st March 2019. The Kenya Tea Growers Association comprising multinational tea firms that include ;James Finlays Kenya Ltd, Sotik Tea Company, Sotik Highlands Tea Company Limited, Chongoi /Lelsa Tea Company Limited , Tinderet Tea Estates Ltd, Kaimosi Tea Estates Ltd, Kaisugu Ltd , Emrock(EPZ) Tea Factory Ltd challenged the decision in the High Court at Nairobi through JR.MISC APPLICATION No.95. The Association sought the recommendations made by the National Land Commission in gazette notice No. 1995 quashed.

The Ag Chief Executive Officer concluded that the commission had adequately responded to the Historical Land Injustice claim made by the petitioners, but the commission would consider any additional recommendation made by the Committee on the matter.

Committee Observations

The Committee observed that the response and the Historical Injustice claim handled by the commission was generalised to include land in Kericho and Bomet Counties and sought compensation for the killings, mental and physical torture meted on the Kipsigis clan, forceful recruitment of their youth to fight for the British and that they be granted graveyards for their ancestors that were within the Multinational estates. However, the petition was specific and focused on consolidated parcels of land registered as LR No. 8804 measuring 4,500 acres and the displacement of the families of Tapsimate Araap Borowo and Kipsoi Araap Chemorore. There the commission had not addressed the specific issues raised in the petition.

They Committee also noted that the case lodged by the multinational tea companies did not specifically related to the said parcel of land.

iii) Petition by residents of Matisi Community in Kitale on compensation of land owned by the Matisi the Kitale – Endebess – Suam Road

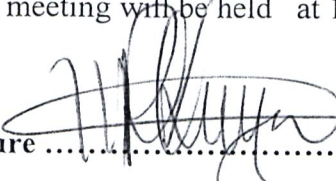
The Ag Chief Executive Officer made the following comments on the petition:

1. The Commission was undertaking land acquisition in the Matisi section of the of the Kitale – Endebess – Suam Road on behalf of the Kenya National Highways Authority (KeNHA). The acquiring body (KeNHA) had identified the land to be acquired for the expansion of the road and had prepared an acquisition plan together with a list ofc the affected parcels of land. The Commission then issued a gazette notices No. 9488 dated 14th September 2018 and 1106 dated 26th October 2018 on the intention to acquire the said land based on the acquisition plan and list of affected parcels of land.
2. The Commission also conducted inspections and recorded improvements affected by the road expansion for purposes of verification and determination of just compensation through valuation. The exercise was undertaken in the presence of land and property owners and in collaboration with KeNHA and the local administration officials.
3. Inquiry hearings were held as per the schedule published in the gazette notice where interested parties presented their identification and land ownership documents to the Commission to facilitate determination of payees. During the inquiry various issues that required the gazettelement of addendums were identified but this would await the appointment of Commissioners before the same could be addressed.
4. The Commission was informed by KeNHA that some of the residents of Matisi had built of land that is part of the road reserve as per existing survey maps of the area that set the road corridor at 60 meters. The two agencies noted that the said landowners hold title deeds for the said road reserve and that some of the landowners had purchased the land. The Ag. Chief Executive Officer, however, admitted that the commission had been previously compelled by the court to compensate landowners for land deemed to be on a road reserve who hold title deeds issued by the government

5. The Commission would compensate owners of structures erected on the road reserve on consideration of occupiers in good faith. However, the commission needed to consult further with the County Surveyor, Land Registrar and Physical Planner and advise KENHA on the matter.
6. Compensation of occupiers in good faith who do not hold title deeds does not require listing in the Kenya Gazette. Further the Commission had already undertaken physical identification of the affected developments and would embark on the personal identification of the owners of the said structures.
7. Finally, the Ag. Chief Executive Officer stated that that Commission would recommend that no demolition of structure should be undertaken before compensation and that KeNHA should not undertake any demolition before compensation of the structures.

MIN. NO. NA/DCS/LANDS/2019/- 237: ADJOURNMENT

There being no other business to discuss, the meeting was adjourned at seven minutes past one o'clock. The next meeting will be held at 11:30 am.

Signature

HON. DR. RACHAEL KAKI NYAMAI, M.P.

(Chairperson)

Date.....15/10/2019.....

**MINUTES OF THE 55TH SITTING OF THE DEPARTMENTAL COMMITTEE ON
LANDS HELD ON TUESDAY, 6TH AUGUST 2019 IN THE BOARDROOM, 2ND FLOOR,
PROTECTION HOUSE, PARLIAMENT BUILDINGS AT 11.30 A.M**

PRESENT

- | | |
|--------------------------------------|--------------------|
| 1. Hon. Dr. Rachael Nyamai, M.P | - Chairperson |
| 2. Hon. Khatib Mwashetani, M.P | - Vice Chairperson |
| 3. Hon. Jayne Kihara, M.P | |
| 4. Hon. Mishi Mboko, M.P | |
| 5. Hon. Babu Owino, M.P | |
| 6. Hon. Catherine Waruguru, M.P | |
| 7. Hon. George Risa Sunkuyia, M.P | |
| 8. Hon. Owen Baya, M.P | |
| 9. Hon. Samuel Kinuthia Gachobe, M.P | |
| 10. Hon. Simon Nganga Kingara, M.P | |
| 11. Hon. Teddy Mwambire, M.P | |

APOLOGIES

1. Hon. Kimani Ngunjiri, M.P
2. Hon. Omar Mwinyi Shimbwa, M.P
3. Hon. Joshua Kutuny, M.P
4. Hon. George Aladwa, M.P
5. Hon. Jane Wanjuki Njiru, M.P
6. Hon. Ali Mbogo, M.P
7. Caleb Kipkemei Kositany
8. Hon. Josphat Gichunge Kabeabea, M.P

IN ATTENDANCE

KANDARA RESIDENTS ASSOCIATION

1. Mr. David Kimani Wathugi
2. Mr. John K. Mahuti
3. Mr. Nganga Njoroge
4. Ms. Phyllis Nyamweru
5. Ms. Mary Wanjiru
6. Mr. Daniel Machenge
7. Mr. Titus Itongu
8. Mr. Geoffrey Kairo
9. Mr. Philip Warutu

10. Karira Kimara

11. Duncan Okatch – Advocate

12. Jackson Ikua – Advocate

THE NATIONAL ASSEMBLY SECRETARIAT

- | | | |
|------------------------|---|-------------------------|
| 1. Mr. Leonard Machira | - | Clerk Assistant I |
| 2. Sydney Lugaga | - | Legal Counsel II |
| 3. Mr. Joseph Tiyan | - | Research Officer III |
| 4. Mr. Nimrod Ochieng | - | Audio Recording Officer |
| 5. Ms. Peris Kaburi | - | Serjeant – At - Arms |

MIN. NO. NA/DCS/LANDS/2019/- 227: PRELIMINARIES

The meeting was called to order at fifteen minutes to noon. Prayers were said and thereafter introductions were made.

MIN. NO. NA/DCS/LANDS/2019/-228: ADOPTION OF THE AGENDA

The agenda of the meeting was adopted as outlined in the notice of the meeting after it was proposed and seconded by Hon. George Risa Sunkuyia, M.P and Hon. Simon Kingara, M.P respectively.

MIN. NO. NA/DCS/LANDS/2019/-229: CONFIRMATION OF PREVIOUS MEETING

Consideration of the item was deferred to the next sitting.

MIN. NO. NA/DCS/LANDS/2019/-230: MEETING WITH PETITIONERS IN A PETITION BY MR. PHILIP NJUGUNA ON BEHALF OF KANDARA RESIDENTS ASSOCIATION ON IRREGULAR RENEWAL OF LEASES OF LAND BY DELMONTE KENYA LIMITED

The petitioners informed the Committee that;

- i. Del Monte Kenya Limited was fully owned by foreign nations as evidenced in the list of its directors, which did not include a single Kenyan. Therefore, the petitioners argued that the company did not enjoy preemptive right of extension of the lease for land currently held by the company and that the company should surrender 50% of the land in question before the lease would be renewed;
- ii. The County government of Muranga had usurped the powers to renew the lease held by Del Monte Kenya Limited when the said powers were held by the National Land Commission contrary to section 13 of the National land Commission Act 2012. However, the petitioners were not able to table evidence to indicate that indeed Muranga County Government had renewed the said leases. They clarified that both the County Governments of Muranga and Kiambu had submitted no objection reports to the National Land Commission and had not actually renewed the leases. Therefore, the

- petitioners were contesting the no objection reports submitted by the two Counties regarding the said renewal of leases for land held by Del Monte Kenya Limited;
- iii. Public participation was mandatory in the renewal of the lease and that Kandara Residents Association through the instructions of the National land Commission had undertaken extensive public participation on the matter and had held meeting across Muranga county and received views from approximately 4500 person on the said renewal of lease for land held by Del Monte Kenya Limited. A report on the exercise was tabled and approved by the Muranga County assembly;
 - iv. Kandara Residents Association had also lodged a Historical Injustice claim with the National Land Commission alleging injustices committed by Del Monte Kenya Limited together with the colonial solders and the Agro French, who planted sisal in the area and the Kenya Cannners. The Committee was further informed that the commission had recommended that the land held by Del Monte Kenya Limited be resurveyed to establish if the company was in possession of land that it did not own. It was also recommended that any surplus land should be surrendered to the Association and the County government of Muranga for public purpose in the ratio of 70:30. The company was also required to surrender all public utilities within the land to the relevant National and County Government Agencies whether the leases had expired or not

The Committee noted that the petition limited its focus to renewal of lease for land owned by Del Monte by Muranga County. It therefore meant that the petition did not include land in Kiambu County. It was further noted that the role of the County government was limited to making recommendations on the renewal of the leases and could not undertake the actual renewal as this was the mandate of the National land Commission.

MIN. NO. NA/DCS/LANDS/2019/- 231 MEETING WITH THE PETITIONERS ON A PETITION BY OF FORMER WORKERS OF THE LATE MAYOR JACOB SAMUELS REGARDING INVASION AND EVICTION OF FORMER WORKERS OF THE LATE MAYOR JACOB SAMUELS FROM THEIR LAND IN ROYSAMBU CONSTITUENCY BY THE KENYA DEFENCE FORCES

The petitioners informed the Committee as follows:

- a) The petitioners are former workers of the late Mayor Jacob Samuels who owned land in question land in Roysambu constituency. The owner was deported from the county after he declined an offer to compulsory acquire the land made by the Kenya Defence Forces. After the landowner left the county his two sons came to manage the land and operate the business. The owner had made an offer of Ksh. 26 million for the land while the department offered Ksh 3 million. They added that although the KDF intended to acquire the said land ,senior military officers advise that land was not suitable for use by the military as it was located in the middle of a densely settled area and it would require the force to acquire adjacent land to create enough land to secure a military facility. There was also no evidence to indicate that the military paid any compensation to the owner.

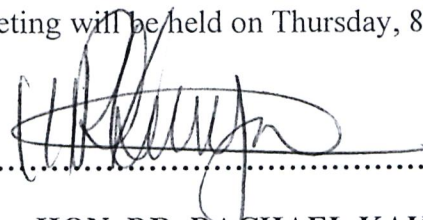
- b) In 2003 the government declined to renew the lease for the land and the two sons also left the county leaving the workers with no income. The workers then decided to start business that included a garage and parking of lorries in order to make ends meet.
- c) In 2004 a group of invaders attempted to enter the land and erect old containers on it. However, the invaders were repulsed. Following the attempted grabbing of the land the petitioner were advised to register a company and use it to acquire the land
- d) On 6th May 2004 the petitioners registered a company known as Roysa Community Development Society No. 446760 and used it to request the County Government of Nairobi to allocate them the land.
- e) On 17th February 2014 the County Government of Nairobi the land to Roysa Community Development Society and the Chief Land Officer wrote to the National Land Commission indicating that the County Government had allocate the land to the society. The commission rejoinder dated 10th MARCH 2014 informed the County Government of Nairobi that since the lease to the land had expired and was not renewed, the land had reverted to the county government and therefore it was in order for the county government to allocate it to Roysa Community Development Society. The petitioners tabled the said correspondence to the committee.
- f) The petitioners accepted the offer and paid for the issuance an allotment letter through their trustees and they also paid the required fee to amend the index map and for valuation of the parcel of land to facilitate subdivision and issues of a certificate of subdivision and lease.

However on 2019 a group of people in green lorries invaded the land and displaced the petitioners. The invaded also erected six tens on

MIN. NO. NA/DCS/LANDS/2019/- 232: ADJOURNMENT

There being no other business to discuss, the meeting was adjourned at forty minutes past one o'clock. The next meeting will be held on Thursday, 8th August 2019 at 9:30 am.

Signature



HON. DR. RACHAEL KAKI NYAMAI, M.P.

(Chairperson)

Date.....

15/10/2019

REPUBLIC OF KENYA



THE NATIONAL ASSEMBLY (THIRD SESSION)

CONVEYANCE OF PUBLIC PETITION

(No. 50 of 2019)

REGARDING IRREGULAR RENEWAL OF LEASES OF LAND LEASED BY DEL MONTE KENYA LIMITED

Honourable Members, Standing Order 225(2) (b) requires the Speaker to report to the House any Petition, other than those presented by a Member. I therefore wish to report to the House that my office has received a Petition, submitted by Mr. Philip Njuguna on behalf of Kandara Residents Association, which draws its members from Murang'a and Kiambu counties. The Petitioners claim to be the original owners of land presently occupied by Del Monte Kenya Limited but were illegally displaced and the land was leased to Del Monte Kenya Limited.

The Petitioners aver that, in anticipation of expiry of the Lease, the County Government of Muranga has irregularly renewed the Lease in favour of Del Monte Kenya Limited, contrary to the provisions of section 13 of the Lands Act, 2012, which provides that, at the expiry of a leasehold tenure, the National Land Commission shall inform the lessee of his or her pre-emptive right to allocation of the land upon application, provided that-

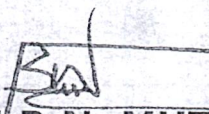
- a) such lessee is a Kenyan citizen; and
- b) the land is not required by the National or County Government for public purposes.

Honourable Members, the Petitioners opine that, by proceeding to unilaterally renew the Lease, the County Government of Murang'a not only usurped the exclusive power vested in the National Land Commission to renew leases but also side-stepped the constitutional principle of public participation to determine whether the public also had an interest in the land. This is in total disregard of the resolutions of Kandara residents made in February 2017 that the public interest of the residents be upheld. The Petitioners also allege that the National Land Commission intends to renew the Lease despite recommending on 7th February 2017 that, to address the historical land injustice, the County Government of Murang'a should retain adequate amounts of land for settlement of claimants and public purpose, when the leases expire in May 2019.

Honourable Members, given the said developments, the Petitioners are concerned that their hope of reclaiming ancestral land at the expiry of the lease held by Del Monte Kenya Limited will be permanently curtailed. They are therefore praying that, the National Assembly, through the Departmental Committee on Lands, inquires into the matter with a view to ensuring that the process of renewing the Lease of land held by Delmonte Kenya Limited is conducted within the law and in a transparent and participatory process that takes into account the rights and interests of members of Kandara Residents Association over the said land are safeguarded.

Honourable Members, pursuant to the provisions of Standing Order 227, this petition stands committed to the Departmental Committee on Lands. The Committee is requested to consider the Petition and report its findings to the House and Petitioner in accordance with Standing Order 227(2).

I thank you!



THE HON. JUSTIN B.N. MUTURI, EGH, MP
SPEAKER OF THE NATIONAL ASSEMBLY

Tuesday, 11th June , 2019

**PETITION PURSUANT TO ARTICLE 119 OF THE CONSTITUTION,
PETITION TO PARLIAMENT (PROCEDURE) ACT NO. 22 OF 2012
AND THE NATIONAL ASSEMBLY STANDING ORDERS**

TO THE SPEAKER OF THE NATIONAL ASSEMBLY,

P.O BOX 41842-00100,

NAIROBI.

1. **THAT** the Petitioners are the members of the Kandara Residents Association who are members from Muranga and Kiambu.
2. **THAT** the Petitioners had originally settled in the land currently occupied by the Del Monte Kenya Limited but were illegally removed and a lease allocated to Del Monte Kenya Limited.
3. **THAT** upon the expiry of the lease, the County Government of Muranga renewed a lease to Del Monte Kenya Limited contrary to section 13 of the Lands Act, 2012 which provides that before the expiry of a leasehold tenure, the National Land Commission shall inform the lessee of his or her pre-emptive right to allocation of the land upon application provided that-
 - (a) such lessee is a Kenyan citizen; and
 - (b) the land is not required by the national or county government for public purposes.
4. **THAT** Delmonte Company is fully owned by foreigners and the national and county government has interest in the land.
5. **THAT** there was no public participation done to determine whether the public had an interest in the land.
6. **THAT** the power to renew a lease is vested in the National Land Commission and not the County Government of Muranga.
7. **THAT** the National Land Commission failed to implement the resolutions of the Kandara residents held in February, 2017 on the matter which recommended that the public interest of the residents be upheld.
8. **THAT** the determination of the historical land injustice dated 7th February, 2017 by the National Land Commission recommended that where no surplus

**PETITION PURSUANT TO ARTICLE 119 OF THE CONSTITUTION,
PETITION TO PARLIAMENT (PROCEDURE) ACT NO. 22 OF 2012
AND THE NATIONAL ASSEMBLY STANDING ORDERS**

land is found, the county government of Muranga should retain adequate amounts of land for settlement of the claimants and public purpose upon expiry of the leases.

9. **THAT** the leases expire in May, 2019 and the Commission is allegedly seeking to renew the leases despite its recommendation.
10. **THAT** despite our efforts to have the matters raised in this Petition addressed by the National Land Commission and the County Government of Muranga, our efforts have been futile.
11. **THAT** the matters raised in this Petition are not also pending in any court of law in Kenya.
12. **THAT** the Petitioners therefore prays for-
 - (a) pursuant to National Assembly Standing Order 216, the Standing Committee on Lands does consider, investigate and inquire into all the matters raised in this Petition;
 - (b) pursuant to the National Assembly Standing Order 216, the Standing Committee on Lands does make the relevant recommendations thereof.

Petition presented by:

Name	Address	Identification Number	Signature
Petitioner's Representative	515 15.10	5792415-	

ANNEXTURE I

SUBMISSIONS BY THE PETITIONER



KANDARA RESIDENTS ASSOCIATION,
MURANGA AND KIAMBU CHAPTER,
P.O BOX 2323,
THIKA.

18-07-2019

THE CHAIRPERSON
LAND ADMINISTRATION COMMITTEE
ALL MEMBERS LAND ADMINISTRATION COMMITTEE

Dear Sir/Madam,

**RE: REPRESENTATIONS AND TABLING OF DOCUMENTS ON
EXTENSION OF LEASE AND HISTORICAL INJUSTICE DEL MONTE
KEMYA LIMITED**

For and on behalf of Kandara residents association, which includes historical injustice victims from Gachagini Umoja settlement scheme, Matharau, ndura in Kiambu, Thika and Gatanga Kandara, Makenji Kabati, Githunguri and Kihui Mwiri.

EVIDENCE

1. Delmonte Kenya limited does not qualify to the renew of lease under section 13 of land administration act 2012.under the same section, a foreign country shall not enjoin pre-emptive right of extension of lease. We enclose here with Del Monte brochure tabled in court showing Delmonte belongs or it is owned by del Monte pacific, evidence from their website showing the history of del Monte and ownership from 1886

to 2015. History of current shareholding of del Monte pacific international all marked has EV 1

2. Section 13 again provides that the land shall not have renewal of lease if the nation and county have an interest Kandara residents association expressed their interest SEE EV 2, EV 3, EV 4 of evidence of adoption by NLC instructions to county government, public participation adoption by county assembly.
3. Joint meeting and the resolution of the national land commission, Muranga county assembly, county commissioner Muranga of a win-win sharing ratio by Muranga county, Kandara residents association and del Monte Kenya limited SEE EV 5.
4. Application by Kandara residents association under article 69 sub article 2(g) and section 15 of the national land commission act 2012 on historical injustice SEE EV 6
5. Determination after the hearing on 27th September 2018 and the determination arrived at on 7th February 2019 SEE EV 7.
6. Gazette notice no1990 dated 1st march 2019 awarding 70% of all public land awarded to Kandara residents association and 30% to both county government muranga kiambu on plorater basis SEE EV 8.
7. The gazette notice also directed the national land commission and the county government to ensure that no lease shall be extended to del monte land namely 12157, 12157/2/3/4/5, 12158, 12203/1/2 and 13168 until the satisfaction of kandara residents association SEE EV 9.
8. The implementation of gazette notice was vested with directorate of survey under the ministry of lands and therefore the responsibility of the CS ministry of land. the two resolutions and determination are yet to be implemented, they have not been cancelled or stayed by any court of law SEE EV 10

ILLEGAL USE OF PUBLIC LAND ABUSE OF CONDITIONAL IN THE LEASE AND IRREGULAR TITTLE DEEDS

9. In our representations we complained to the national land commission on public land abuse of conditional in the lease and irregular tittle deeds on the following facts EVE NO 11. in all of their tittles namely LR 12157,12158,12203,12168 the tittle leads not more than 20,000 acres which means the limit of their tittles is 20,000 acres.in court they admit to using 22,000 acres 2,000 acres extra is public land.SEE EV 11 PAR 1
- 10.In court del Monte kenya limited admitted to only using 6,000 hectares or 14,000 acres and not using 3000 hectares or 7,500 acres for the last 50 years, the 7500 is therefore public land it was never used for conditions sets.SEE EV 12

USE OF GOVERNMENT SURRENDERED TO THE GOVERNMENT ILLEGALLY IN MEMORUNDUM OF TRANSFER DATED 5TH JANUARY 1973

- 11.Chui ltd transferred to the government of republic of kenya 11146,10741,11312,2955,18262 all measuring 7,400 acres SEE EV 13
12. Kandara residents association has secured search certificate for three parcels all showing surrender to the govt lr no 11312,10741,11146 all measuring 5,000 acres SEE EV 14
13. Del Monte Kenya ltd is also using 1000 acres with registered owner as SAASA coffee SEE EV 15
14. It is also using what was referred then as cattle holding ground measuring 955 acres SEE EV 16.
15. All this parcels have illegally been combined at the survey of Kenya with lr 12158 and 12157 which cuts across Muranga and Kiambu in total close to 13,500 acres is being used by Del Monte Kenya limited without any authority from the govt of the republic of kenya.SEE EV 17
16. Currently the county govt of Muranga have issued in collaboration with del Monte Kenya temporary occupation for four years to people feared to

have been part of the gang that caused violence and death in Kihiu Mwiri, the aim being to stop Kandara residents from acquiring and entering the land after resurvey with the same violence and death in kihiu mwiri SEE EV 18.

Our prayers and request to the house through this committee is for the house Through the factions of advocacy and oversight ensure the following;-

1. That the directorate of survey complies with gazette notice and together with all the stake holders namely Kandara residents association ,Muranga county govt ,Kiambu county govt,del Monte Kenya ltd move to the ground and resurvey the land establishing public land to surrendered on 70;30 ratio as directed by the national land commission.
2. The national land commission ensures that no land shall be renewed without the satisfaction of kandara residents association both kiambu and muranga land REF 12157/1/2/3/4/5,12158,12203/1/2,13168.
3. That the National Land C
4. ommission implement its determination and resolution dated 6th November 2016 a win- win position arrived through an arbitative process.
5. That all illegal gangs authorised through a temporary lease of four years be removed forthwith to avoid violence and madder.
6. We recommend that section 13 be amended to read that any foreigner shall surrender not less than 50% of leased land before renewal.

Yours faithfully

PHILIP NJUGUNA WARUTH

ID NO

0726622730

Chairman/patron kandara residents association

LIST OF EVIDENCE

1. Evidence 1 (a) : (Page 1)

See a letter of Delmonte Kenya Ltd inviting Governor Mwangi Wairia.

2. Evidence 1 (b) : Evidence of foreign ownership (Page 2 – 6)

Evidence of Kenya ownership Y. N. Zakhaaria, RContreras, M Jeifetz, ((Americans) G Renino (Italian), SGkaliasoutsas, (Hellenic), D W, Parsons (British), W, Cook (South Africa), ownership between Delmonte from 1886 to date and when it's owned by fresh Delmonte Pacific. Page 7 Section 13 of Land administration Act Delmonte cannot enjoy preemptive rights.

3. Evidence 2: (Page 9 – 13)

Application of historical injustices and objection of lease and approval by County Government/Assembly of Muranga where a win win by NLC.

4. Evidence 3: (Page 14 – 21)

Application on historical injustices act 67 of constitution and section 15 of NLC at 2012 and hearing on 27th September 2018 and determination on 7th February 2019.

5. Evidence 4: (Page 22 – 23)

Gazette notice 1st of March 2019.

6. Evidence 5: (Page 24 – 35)

Lease granted on condition that it does not exceed 20,000 acres but now using 22,000 acres extra 2,000 acres.

7. Evidence 6: (37 – 43)

Illegal use of government land. See memorandum of transfer dated 5th January 1973 showing transfer of LR 11146, 10741, 11312, 2955 and 18262 all measuring 7,400 acres transferred from Rappit and Chui Limited. Other parcels claimed include Sasa coffee, Cattle holding ground and others.

8. Evidence 7: (Page 44 – 50)

Illegal combination of Deed Plan LR 11146, 10741, 10862, 11312 and 2955. See Deed Plan.

9. Evidence 8: (Page 51 – 55)

Illegal occupation by illegal gangs with authority from Muranga County Government and Delmonte.

EVI A



Del Monte Kenya Ltd.

10th May 2019

Hon. Governor Mwangi Wa Iria
Murang'a County Government
P O Box 52-10200
MURANG'A

Dear Sir,

Re: REQUEST FOR APPOINTMENT BY DEL MONTE KENYA LIMITED

Del Monte Kenya Limited is Kenya's largest producer and exporter of pineapple products and other fruit beverages, earning Kenya USD 100 million in foreign exchange annually. The company has been present in Kenya for 70 years and has established world class Plantation and Industrial operations.

Del Monte Kenya is one of Kenya's most significant contributors to social and economic progress over the years. Currently, Del Monte directly employs nearly 6,500 staff, most of whom are from Murang'a County. Del Monte further provides company housing for more than 2,000 employees and their families and supports approximately 28,000 other jobs through other local companies associated with our activities.

Del Monte has always been an ardent supporter of the county and national governments' development agenda. We are in the final stages of constructing a USD 5 million new, state of the art, fresh fruit packing house within our plantation which we believe will have a big impact on Murang'a County through the creation of 200 new jobs.

Furthermore, fresh pineapples and other tropical fruits such as avocado, mango and passion fruit will be sourced from local and regional out-growers. This produce will then be packed and dispatched from this new facility for both local and international markets.

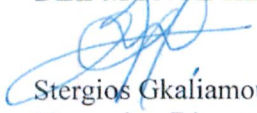
We recognize that Murang'a County is Kenya's leading producer of Hass avocados and as such this facility will be a boon for local farmers.

The purpose of writing to you Sir, is to humbly request for a meeting with our Group Chairman and C.E.O, Mr. Mohammad Abu-Ghazaleh at your convenience between 16th and morning of 17th of May 2019 to discuss the Company's current and proposed investments.

Your kind consideration to grant us an appointment will be highly appreciated.

Yours faithfully

DEL MONTE KENYA LIMITED


Stergios Gkaliasmoutsas
Managing Director



P.O. Box 147, 01000 Thika: Tel: +254 (0) 20 2141600/1-6, +254 708 713000,
Website: www.freshdelmonte.com, Email: nanasi@freshdelmonte.com
Directors: Y.N. Zakharia*, R. Contreras*, M. Jelfetz* (Americans), G. Renino (Italian),
S. Gkaliasmoutsas (Hellenic), D.W. Parsons (British), W. Cook (South African)



P I

ACTIVE

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EVI



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CHAD

COMPANY PROFILE

DEL MONTE KENYA LIMITED

P O BOX 147

THIKA 01000

KENYA

SG-1
Serge Gikoma
18 Sept 15

Sus 307 of

[Signature]

FRESH DEL MONTE PRODUCE INC.

U.S. Executive Office:

241 SEVILLA AVENUE

CORAL GABLES, FL 33134

USA

*Prey
amed*

JUNE 2015

"Ho-2"

HARRY ODONDI
15th Jan 19

[Signature]

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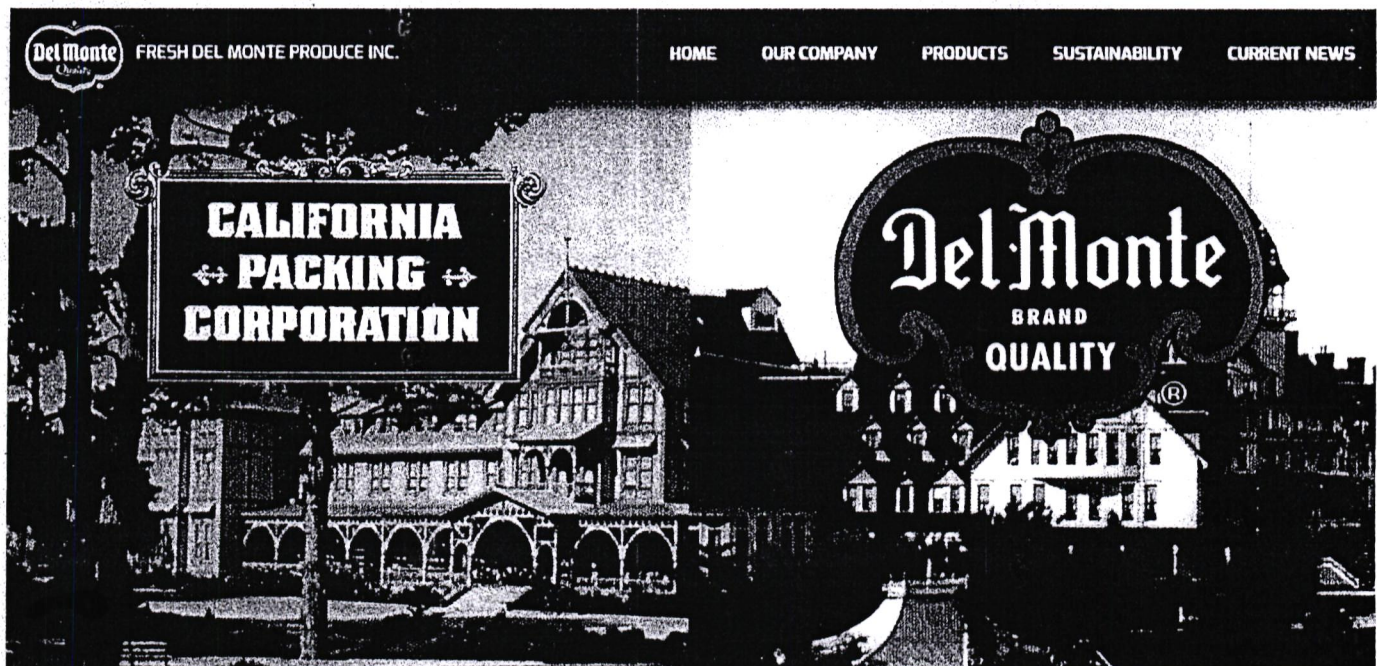
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EV NO I

INVESTOR CAREERS



OUR COMPANY

- Brands
- Executive Team Biographies
- History

1886

First use of the Del Monte name on a food product. Del Monte coffee premieres as a premium blend of coffee packaged for the prestigious Hotel Del Monte in Monterey, California.

1892

The Del Monte® Brand is introduced when the firm expanded its business and selected Del Monte as the brand name for its new line of canned peaches.

1909

Del Monte shield makes its first appearance on a can label.

1920

California Packing Corporation (CalPak) establishes stringent quality specifications for its premium brand, Del Monte®. Early ads assure customers "Not a label, but a guarantee."

1929

With prices plummeting and overflowing warehouses, CalPak is forced to tighten its belt. Always a premium quality product, Del Monte® advertising takes advantage of the many low-cost brands on the market and focuses on the value of dependable quality.

1942

A persistent focus on quality helps lift CalPak out of a crunch.

1955

Del Monte® Pineapple Grapefruit drink is introduced. Del Monte® Stewed Tomatoes – a new product inspired by the recipe of an employee's mother – becomes an instant classic.

1967

Long known for its favorite brand, CalPak changes its name to Del Monte Corporation.

1968

Del Monte Corporation acquires West Indies Tropical Fruit Company of Coral Gables, Florida.

1973

Del Monte Corporation becomes first major food processor in the United States to include nutrition labels on its products.

1979

Del Monte Corporation shareholders agree to a merger with R. J. Reynolds Industries.

1989

Del Monte Corporation divides into two separate entities, Del Monte Tropical Fruit and Del Monte Foods.

P 3

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EV 1

1993

A new owner of Del Monte Tropical Fruit changes name to Fresh Del Monte Produce N.V.

1996

Fresh Del Monte Produce N.V. is acquired by Freshglo Limited, a Cayman Island based company.

- Introduced the first new pineapple variety in more than 15 years, the Del Monte Gold® Extra Sweet pineapple
- Began expansion of melon program.
- Further diversified distribution capabilities by adding new distribution centers in key markets, adding additional value-added services to customers

1997

May 1997, Freshglo Limited changed it's name to Fresh Del Monte Produce Inc.

October 1997, Fresh Del Monte Produce Inc. begins trading on the NYSE under the FDP ticker symbol (FDP)

1998

Acquired several subsidiaries from its parent company IAT Group Inc. which were engaged primarily in the production, transportation, distribution and marketing of delicious fruit and other fresh produce on a worldwide basis and conducted operations in Chile, the United States, the Netherlands and Uruguay

2002

Acquired assets of U.K. based Fisher Foods Limited's chilled division, expanding growth in the fresh cut category

2003

Acquired Standard Fruit and Vegetable Co., Inc., a Dallas based distributor of fresh fruit and vegetables

- Acquired 100% ownership in Envases Industriales de Costa Rica S.A. (ENVACO).
- Acquired Expans Sp. z o.o., a Poland-based distributor of fresh fruit and vegetables.
- Acquired Country Best Produce, a leading U.S. East Coast processor and packager.

2004

Acquired Del Monte Foods Europe, a leading producer and distributor of prepared fruit, vegetables and beverages in Europe, Africa, the Middle East and the Countries formerly part of the Soviet Union

2008

Acquired the Costa Rican group Caribana, substantially increasing Del Monte® branded banana and Del Monte Gold® Extra Sweet pineapple production from Central America

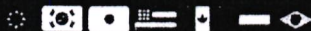
2013

Acquired agricultural production land, packing houses and farm equipment in Florida and Virginia

ABOUT US

Fresh Del Monte is one of the world's leading vertically integrated producers, marketers and distributors of high-quality fresh and fresh-cut fruit and vegetables, as well as leading producer and distributor of prepared food across the globe. [Read More](#)

GLOBAL CONSUMER WEBSITES



LATEST NEWS



FRESH DEL MONTE PRODUCE TO REPORT
SECOND QUARTER 2019 FINANCIAL
RESULTS
07.16.2019



FRESH DEL MONTE PRODUCE INC. REPORTS
FIRST QUARTER 2019 FINANCIAL RESULTS
04.30.2019

THE LATEST FROM TWITTER



RT @Dona...PGH Ready for the Oxnard parade tomorrow - @DelMonteFresh thank you for the Bananas! @jortofhucneme's Float will be a...
<https://t.co/DDQKgy5DpY>, Dec 4



Cold mornings call for our Cinnamon Banana Oatmeal. RT if banana is your favorite ingredient to add in your oatmeal...
<https://t.co/QbMhDEV9gZ>, Dec 4



Your #SundayBrunch isn't complete without our Strawberry Banana Crepes.
<https://t.co/eYUW8Xc19H>
<https://t.co/QBu7ccWBVv>, Dec 3

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Trademarks used on the website are protected by U.S. and international law. Fresh Del Monte Produce Inc. and its subsidiaries (Del Monte Fresh Produce or "Company") are not affiliated with Del Monte Foods, the owner of the Del Monte® trademark.

Should you have any questions or seek information on genuine sources for Del Monte Fresh Produce products, please contact contact-us-executive-office@freshdelmonte.com

P 4

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fresh del monte produce subsidiaries

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Fresh Del Monte Produce Subsidiaries

Del Monte Fresh Produce N.A. Inc

Del Monte Monaco SAM

Del Monte Fresh Produce (Philippin...

Del Monte Kenya



Del Monte Foods (U.A.E.) FZE

Corporacion de Desarrollo Agricola ...

Del Monte Fresh Produce (Korea) Ltd

Fresh Del Monte Japan Co Ltd

Fresh Del Monte Produce N.V.

Del Monte Fresh Produce (Chile) SA

Del Monte Fresh Produce Internatio...

Del Monte Fresh Produce (Texas) In...

Fresh Del Monte Produce - Wikipedia

https://en.wikipedia.org/wiki/Fresh_Del_Monte_Produce

Fresh Del Monte Produce Incorporated is a global producer, marketer and distributor of fresh ... Fresh Del Monte Produce Inc. and its subsidiaries ("Del Monte Fresh Produce" or "Company") are not affiliates of Del ... Del Monte Fresh Produce Co. v. Dole Food Co. Del Monte Kenya - Del Monte note; Fresh Del Monte Produce ...

Revenue: \$3.93 Billion USD (2014)

Industry: Agriculture

Products: Fruit; Tin Cans; Juice; Poultry Traded as: NYSE: FDP; Russell 2000 Component

People also ask

What company owns Del Monte?

How many employees does Del Monte have?

When was Del Monte founded?

How many calories are in a Del Monte banana?

Feedback

Business Divisions | Del Monte Fresh

<https://freshdelmonte.com/our-company/business-divisions/>

Consistent with our reputation for high-quality fresh produce, we must ... we are able to continuously monitor and maintain the quality of our produce and ensure ... Fresh Del Monte Produce Inc. and its subsidiaries (Del Monte Fresh Produce or ...

Del Monte Fresh Produce

<https://www.freshdelmonte.com/>

Fresh Del Monte Produce Inc. is one of the world's largest suppliers of fresh and prepared produce.

FRESH DEL MONTE PRODUCE INC : Shareholders Board Members ...

<https://www.marketscreener.com/FRESH-DEL-MONTE-PRODUCE-INC/company/>

FRESH DEL MONTE PRODUCE INC. Fresh Del Monte Produce Inc. is a holding company. The Company, through its subsidiaries, is engaged in sourcing, transportation and marketing of fresh and fresh-cut produce together with prepared food products in Europe, Africa and the Middle East.

Fresh Del Monte Produce Inc (FDP) Company Profile | Reuters.com

<https://www.reuters.com/finance/stocks/companyProfile/FDP>

Fresh Del Monte Produce Inc., incorporated on August 29, 1996, is a holding company. The Company, through its subsidiaries, is engaged in sourcing, ...

Fresh Del Monte Produce Inc. - SEC.gov

<https://www.sec.gov/Archives/edgar/data/1047340/.../g99840e20vf.htm>

Reference in this Report to Fresh Del Monte, we, our, and us refers to Fresh Del Monte Produce Inc. and its subsidiaries, unless the context indicates otherwise.

Fresh Del Monte Produce



freshdelmonte.com

Fresh Del Monte Produce Incorporated is producer, marketer and distributor of fresh fruit and vegetables. Fresh Del Monte Pro producer and distributor of prepared fruit i juices, beverages, snacks and desserts in Middle East and Africa. Wikipedia

Stock price: FDP (NYSE) US\$24.50 +16 Jul, 16:02 GMT-4 - Disclaimer

Headquarters: Coral Gables, Florida, Un

Number of employees: 45,000

Founded: 1886, San Francisco, Californi

Subsidiaries: Del Monte Fresh Produce I

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Archer
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- Ahmad Abu-Ghazaleh. ...
- Michael J. ...
- Robert S. ...
- Madeleine L. ...
- Mary Ann Cloyd (3)(6)
- John H.

Fresh Del Monte Produce Inc. - Governance

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Executive Team Biographies | Del Monte Fresh

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Stergios Gkalioutsas - Managing Director | Del Monte Fresh ...

https://ke.linkedin.com/in/stergios-gkalioutsas-655479160

Managing Director, **Del Monte Fresh Produce N.A., Inc.** April 2010 – Present 9 years 4 months.
 Kenya. Charged with the growth of **Del Monte** in the Sub-Saharan ...

Fresh Del Monte Produce Inc (FDP) People | Reuters.com

https://www.reuters.com/finance/stocks/company-officers/FDP ▾

Mr. Amir Abu-Ghazaleh serves as Director of **Fresh Del Monte Produce Inc.** Mr. Abu-Ghazaleh has served as a Director since 1996. He is the General Manager ...

Fresh Del Monte Produce's Board of Directors Suspends Quarterly ...

https://www.marketwatch.com/.../fresh-del-monte-produces-board-of-directors-suspen... ▾

Feb 20, 2019 - **Fresh Del Monte Produce Inc.** FDP today announced that its board of directors has determined to suspend the Company's quarterly cash ...

Del Monte Kenya - Wikipedia

https://en.wikipedia.org/wiki/Del_Monte_Kenya ▾

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EV 1

✓ Lessee pre-emptive rights to allocation.

✓ 13. (1) Where any land reverts back to the national or county government after expiry of the leasehold tenure the Commission shall offer to the immediate past holder of the leasehold interest pre-emptive rights to allocation of the land provided that such lessee is a Kenya citizen and that the land is not required by the national or the county government for public purposes.

✓ (2) The Commission may make rules for the better carrying out the provisions of this section, and without prejudice to the generality of the foregoing, the rules may provide for the following.

✓ (a) prescribing the procedures for applying for extension of leases before their expiry.

✓ (b) prescribing the factors to be considered by the Commission in determining whether to extend the tenure of the lease or re-allocate the land to the lessee.

(c) the stand premium and or the annual rent to be paid by the lessee in consideration of extension of the lease or re-allocation of the land.

(d) other covenants and conditions to be observed by the lessee.

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Twitter: @Murangaassembly
Facebook: Muranga County Assembly

MURANG'A COUNTY ASSEMBLY
P. O. Box 731 - 10200
MURANG'A

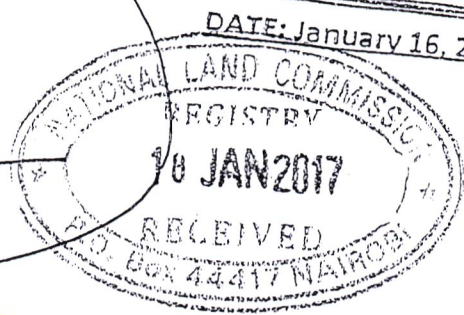
Along Kiriaini Rd, Opposite Ihura
Email: murangacountyassembly@gmail.com
Tel: 0719 - 802 455

This is the annexure referred as "Kik-3a"
in the affidavit of KAIRA... KIMARA...
sworn at NAIROBI this 27th day of JUNE 2018
commissioner for oaths

OUR REF: MCA/C/16/LANDS/VOL.III/104

The Chairman,
Kandara Intercity Residents,
Kandara Subcounty,
MURANG'A.

Dear Sir/Madam,



RE: OUTCOME OF COUNTY ASSEMBLY CONSIDERATION OF THE PUBLIC PETITION OF RENEWAL OF LEASE SECTION 13 OF NATIONAL LAND ACT 2012 AND HISTORICAL INJUSTICES SECTION 38 NATIONAL LAND COMMISSION 2016.

The above subject refers,

The Departmental Committee on Land, Housing, Physical Planning and Settlement is established pursuant to provisions of Standing Order 195 (5). The Committee is mandated to:-

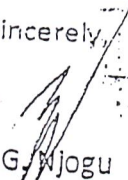
- (a) Investigate, inquire into, and report on all matters relating to the mandate, management, activities, administration, operations and estimates of the assigned departments;
- (b) Study the programme and policy objectives of departments and the effectiveness of the implementation;
- (c) Study and review all county legislation referred to it;
- (d) Study, assess and analyze the relative success of the departments as measured by the results obtained as compared with their stated objectives;
- (e) Investigate and inquire into all matters relating to the assigned departments as they may deem necessary, and as may be referred to them by the Assembly;
- (f) To vet and report on all appointments where the Constitution or any law requires the Assembly to approve, except those under Standing Order 189 (Committee on Appointments); and
- (g) Make reports and recommendations to the Assembly as often as possible, including recommendation of proposed legislation.
- (h) To scrutinize the budget of its respective Department as provided under Standing Order No. 211 (3) (4) and (5)

Following receipt of petition on Historical land injustice by Kandara residents and renewal of lease in favor of Delmonte Company pursuant to Article 251 2 (1) of Constitution, County Governments Act, No. 17 of 2012, committee on Land, Housing, Physical Planning and Settlement in a sitting held on September 22 2016 deliberated the aforementioned matter and resolved to come up with the following motion:

"AWARE that Murang'a is part of the greater Nairobi Metropolitan, and that the County needs to plan for the growing population and particularly thousands of the young unemployed youth; Further aware that with advanced technology and more intensive use of land, less people

P 7

Sincerely,


S.G. Njogu
For: CLERK, COUNTY ASSEMBLY

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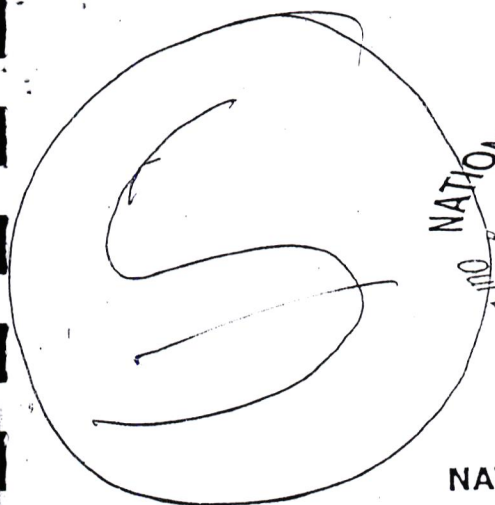
Chairman National Land Commission.
County Coordinator National Land Commission Murang'a.
CECM Land, Housing and Planning,

EV2

P 8



29



.....commissioner for oaths
NATIONAL LAND COMMISSION

REPORT OF THE MEETING HELD BETWEEN THE NATIONAL LAND COMMISSION, KANDARA RESIDENTS ASSOCIATION AND MURANG'A COUNTY ASSEMBLY AT THE NATIONAL LAND COMMISSION OFFICE IN ARDHI HOUSE 8TH FLOOR ON 16TH NOVEMBER, 2016 AT 2.00 PM

Members Present

- | | |
|-------------------------------|--|
| 1. Professor Muhammad Swazuri | Chairman |
| 2. Commissioner Emma Njogu | Commissioner/ Convenor, Murang'a County |
| 3. Loise Kabiru | Legal Intern (Taking Notes) |
| 4. Duncan M. Njuguna | Chairman, Land Committee County Assembly |
| 5. Edward Lelgo | Member, Land Administration Committee |
| 6. Lucy Wangechi Njoroge | Member, Land Administration Committee |
| 7. Charity Wangui Rugu | Member, Land Administration Committee |
| 8. Joseph N. Kibugi | Member, Land Administration Committee |
| 9. Esther Nyakio Munywoki | Member, Land Administration Committee |
| 10. Hon. David Kabaka | Member, Land Administration Committee |
| 11. Robert Maina | Member, Land Administration Committee |
| 12. Samson Kago | Member, Land Administration Committee |
| 13. Edward Lelgo | Deputy County Commissioner |
| 14. David Macharia | Kandara Residents Association |
| 15. P.M.G Kamau | Kandara Residents Association |

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EV34

- (a) That they concur with Kandara residents' proposals captured in the draft plan that recommends surrender of part of Delmonte land for public interests. This plan caters for the interest of the general public, youth and women and proposes to create employment and promote the economy of the area.
- (b) He pointed out that the land in Muranga has been classified as being subject to a historical land injustice claim and he called on the Commission to initiate investigations to such claim.
- (c) He emphasized that the number of squatters that are still in those farms are many and that the current use of the land is mainly for pineapple and coffee growing, which cannot generate enough income as compared to the income that would emanate from the draft proposal by Kandara residents, which seeks to promote local as well as international investments.
- (d) As part of the proposal the county government intends to use 1000 acres for green house farming through which they target to employ over 24,000 residents, meet the need for a level five hospital, middle level training institutions or vocational training institutes, industrial parks, cottage industries for the youth and women, among others.
- (e) He requested the National Land Commission to consider this as an urgent matter and to apply the conditions for renewal of lease and the law under Section 13 of the land Act and Section 15 of the National Land Commission Act on historical land injustice.

He also notified the Commission of the need to investigate historical land injustices that may have been occasioned by Kakuzi Ltd that is seen as the root of the squatter problem on the farm and the surrounding areas, which has been documented and investigated by the County Assembly. About 5,000 squatters have been documented in the area.

P10³

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EV3

(d) High cancer related cases of people working in the company's laboratories for more than 10 years.

4. There is a total lack of Corporate Social Responsibility by the Delmonte Group towards the poor residents of Kandara.

Min. /6/16/11/2016

Final Comments by the Chairman, National Land Commission

After discussions of these representations, the chairman gave the following remarks and directions.

1. That the Kandara residents and the Muranga County Assembly were within their legal rights to approach the National Land Commission on the imminent expiry of Delmonte Ltd land leases.
2. There is need for them to recognize the fact that Delmonte Limited have legal rights on the land and have made substantial investments on it.
3. That all requests and demands under the law and the Constitution must be addressed carefully not to give an indication that Kenya is working against the interests of foreign investors.
4. The request for 10,000 acres by Muranga County Assembly and Kandara Residents' leaders shall be subjected to the rights and interests of Delmonte Ltd as investors, on the one hand, and on the other hand, those of Kandara residents as stipulated by the law and the Constitution. These would include the special conditions of the lease, laws on preemptive rights and historical land injustices.
5. The chairman advised all parties that the best approach to this matter shall be through the win - win principle applied to the satisfaction of all parties.

P 11

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EV3

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Min. /6/16/11/2016

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5. The chairman advised all parties that the best approach to this matter shall be through the win - win principle applied to the satisfaction of all parties.

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EV3

There being no other agenda, the meeting was closed with a word of prayer.

Signed:

Emma Njogu

Emma Njogu

Commissioner and Convenor of Muranga County

For: Chairman, National Land Commission

Dated:

18 February, 2017

P 13

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EV 4 7

REPUBLIC OF KENYA



THIS IS THE EXHIBIT MARKED " See
REFERRED TO IN THE ANNEXED
AFFIDAVIT OF Substantive
DECLARATION
SWORN BEFORE ME THIS 14
DECLARED
DATE OF MARCH 20, 19 AT L.R.D.

COMMISSIONER FOR OATHS

NATIONAL LAND COMMISSION

HISTORICAL LAND INJUSTICE COMMITTEE

In the matter of Article 67 (2) of the Constitution of Kenya
In the matter of Section 15 of National Land Commission Act
In the matter of Historical Land Injustice Reference:
NLC/HLI/004/2017

Kandara Residents Association.....Claimant

-versus-

Del monte Kenya Limited..... Respondent

DETERMINATION

Hearing: 1st March 2018, 5th April 2018 (Nairobi County) and
27th September 2018 (Thika- Kiambu County)

Panel: Commissioner Dr. Samuel Tororei-Chairman
Commissioner Emma Njogu-Member
Commissioner Dr. Rose Musyoka-Member
Commissioner Dr. Clement Lenachuru-Member

Appearances: Duncan Okatch, Advocate and PMG Kamau (Philip Njuguna) for the Claimants.

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Thuo, Advocate and Mr. Harry Odondi for the
Respondent (Del monte (K) Limited)

Wanjohi, legal advisor, County Government of
Kiambu.

Background and the 1st Claimants' Case

1. The Commission received a complaint and request by Kandara Residents Association (the Claimant herein) that the Commission approves and hears the historical injustice claim under article 67 of the constitution and section 15 of the National Land Commission Act 2012.
2. They allege historical injustice was occasioned against them by the Respondent (Del Monte Kenya limited) together with the colonial soldiers who returned from first and second world war, the agro French who planted the area with sisal, the Kenya Cannery which planted the area with pineapples.
3. In furtherance, the nature of this historical injustice was itemized as below:
 - a) Forceful eviction from their ancestral land
 - b) Burning of the houses in the process
 - c) Murder and rape committed in the process
 - d) Brutal and violence eviction
4. The alleged evictions affected the ancestral land now referred to L.R.Nos. 12157, 12157/2, 12157/3, 12157/4, 12157/5, 12158, 12203/1, 12203/2, 13289 approximately measuring 9,134 hectares.
5. Moreover, the Claimants allege that the original owners of the abovementioned land were the Kikuyu community of Kandara, Gitanga, Makuyu and Thika.

P 15

2012

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EV 427

6. In conclusion to their claim, the Claimants further allege, out of 9000 hectares declared by the Respondent, only 6000 hectares have been put in use for the past 50 years.

Submissions:

By the Claimant: Kandara Residents Association

7. The Claimant submitted over 80 affidavits in support of the historical injustice claim by individuals whom the injustice was occasioned upon. This include complainants from Umoja settlement scheme in Thika, Madharau slum, Machagini slum, Gatanga, Makenji, Nguthoro, Sassa coffee and Kabati areas.
8. Further, the Claimants submitted that they used the land majorly for livestock and crop production. It was also a livestock holding ground and a livestock market for the Maasai, Kikuyu and the Kamba communities.
9. The first appearance of white settlers on the subject land were the Missionaries followed by the ex- soldiers of the First and Second World War, who were awarded the land by the colonial government.
10. The Colonialists and the Claimants co-existed well for a while before taking an abrupt turn and becoming bitter and exploitative by the white settlers. The white settlers moved with haste to evict the Claimants as they were in possession of superior weapons such as firearms unlike the native Claimants. This resulted in loss of lives and property and at most the land they called home.

They further alleged that after the Claimant's villages were converted into forced labour camps where those who resided

P 16

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EV 427

there were given only the option of providing labour to the white settlers as a way of life. Moreover, the colonialists having secured forced labour from the Claimants, introduced sisal estates where the Claimant group worked in as slaves.

12. Further to the paragraph above, the subject land has been over the years transferred to other proprietors i.e Kenya Cannery and the Respondent Company

13. Lastly, the Claimant submitted illegal acquisition of L.R No. 10862 measuring 1360 acres by the Respondent, to whom evicted them after the same was given to the 1st Claimants by the colonial government.

By Respondent: Del Monte (K) Limited

14. The Respondent is the registered owners as a lessee from the Government of the following parcels of land: L.R No. 12157, 12157/2, 12157/3, 12157/4, 12157/5, 12158, 12203/1, 12203/2 and 13289. The subject parcels are distributed in Murang'a and Kiambu Counties.

5. The Respondent raised a preliminary objection to the Historical Injustices Committee's jurisdiction to investigate and adjudicate the Subject complaint.

6. The Respondent relied on the fact that the same issues before the Commission was before the High Court (Constitutional Petition No. 398 of 2015; Del Monte Kenya Limited -vs- The County Government of Murang'a and 2 others) the same therefore violating the res sub judice rule.

7. In furtherance, the Respondents submitted that the ground

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EV4 & 7

acreage of the Respondents' lands is in tandem with what is indicated in the Nine (9) certificates of leases.

8. That the Respondent has lawfully leased from private persons, parcels of lands cumulatively measuring approximately 848.626 Ha.
9. That the Respondent is not aware of any amalgamation on L.R No. 12158, any subdivision on L.R Nos. 12157/2, 12157/3, 12157/4 and 12157/5.
10. That the Respondent is not opposed to the ground verification to ascertain the exact acreage by the authorized government institutions i.e the County Governments and the National Land Commission.
11. That the interest (claim against historical land injustices) by the Claimant should be represented by the respective County Government, the County Assembly and the Attorney General as they are custodians of the public interest.
12. The respective County Governments, being as they are custodians of public interest are then expected to carry out public participation and in the process take views of the people i.e. the Claimants.

That a win-win solution would have to ensure the Respondent retains the land to continue with its business activities.

That perhaps such a win-win solution would have a mechanism for compensating victims of historical land injustices as alleged by the Claimants.

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25. That in conclusion Respondent aver that they have complied strictly with the conditions attendant to the said leaseholds and it is not opposed to the verification of its compliance herein by the concerned government agencies.

Analysis

26. After consideration of both parties submissions and investigations by the Commission, the Commission notes as follows;

27. On the issue of jurisdiction of the Historical Committee as raised by the Respondent herein, after keen scrutiny of the submissions by both parties in regards to the preliminary objection, the Commission is convinced that the issues before it are not in any way related.

28. Further, the complaint raised by the Claimants before the Commission is solely pivoted on the injustices occasioned by the Respondent against the Claimant unlike the matter before the High Court which challenges the renewal of the lease of the subject parcels registered under the Respondents.

29. We however cannot ignore that the subject parcels are similar though the Commission is only keen on investigating historical land injustices occasioned on the Complainants and providing appropriate redress as envisaged under the law. The preliminary objection raised by the Respondent is therefore not merited.

30. In addition, the Respondent is not opposed to the ground verification to ascertain the exact acreage by the authorized government institutions i.e the County Governments and the National Land Commission.

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EV 4 27

31. In conclusion, and upon perusal of the written and oral submissions by the parties herein and further investigation by the Commission it is established that the Claimant has sufficiently demonstrated their claim of historical land injustice has been proved.

Recommendation

32. From the foregoing, the Commission recommends that the land held or occupied by the Respondent (Del Monte (K) Limited) should be resurveyed to establish if the Respondent Company is in possession of land that it is not the registered owner.
33. In furtherance to the above, the surplus land, if any, should be given/surrendered to the Claimants for resettlement and the County Government for public purpose in the ratio of 70:30 respectively.
34. In the alternative, where no surplus land is found, the County Government of Murang'a should retain adequate amounts of land for settlement of the Claimants and public purpose upon expiry of the leases.
35. That the Respondent to surrender all public utilities within the land to the relevant National and County Government agencies whether the leases have expired or not.

dated and delivered at Nairobi this 7th day of FEBRUARY 2019.

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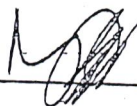
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Signed:

Commissioner Dr. Samuel Tororei

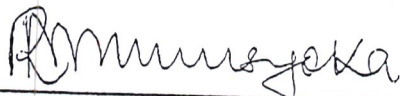


Chairman,

Historical Land Injustice Committee, National Land Commission

Signed:

Commissioner Dr. Rose Musyoka



Member,

Historical Land Injustice Committee, National Land Commission

Signed:

Commissioner Emma Njogu



Member,

Historical Land Injustice Committee, National Land Commission

Signed:

Commissioner Dr. Clement Lenachuru



Member

Historical Land Injustice Committee, National Land Commission

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THE KENYA GAZETTE

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NAIROBI, 1st March, 2019

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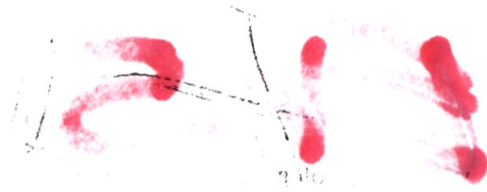
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1st March, 2019

S/No.	Case No. and County	Parties	Recommendation
	Nairobi County		not available for allocation. The land lies within a riparian reserve and the County Government of Nairobi should clear the land of any human settlement.
8.	NLC/HLI/070/2017 Kiambu County	Kamiti Forest Squatters, Kamiti Anmer Development Association, Muungano wa Kamiti Society (Claimants) and Kenya Forest Services (KFS) (Respondent)	The claim is allowed. The allotment letters issued to the members of the 2nd Claimant (Kamiti Anmer Development Association) are found to be valid and therefore the rightful occupants of the subject land. The allottees and the squatters should adopt Alternative Dispute Resolution (A.D.R) with a view that the land held by the allottees be partly redistributed to the squatters. Kenya Forest Service is hereby directed to degazette the Kamiti Anmer Forest.
9.	NLC/HLI/004/2017 NLC/HLI/064/2017 Kiambu and Muranga County	Kandara Residents Association (Claimant) and Del monte Kenya Limited (Respondent) County Government of Muranga (Interested)	The claim is allowed. A resurvey should be undertaken by the Director of Survey in conjunction with County Governments of Murang'a and Kiambu to establish if there is any variance between land leased and land the company occupies. Any residue should given/surrendered to the Claimants for resettlement and the County Government for public purpose in the ratio of 70:30 respectively. Should it be found that there is no residue, then on expiry of the lease a suitable amount of land should be set aside and held in trust by the County Governments for purposes of resettlement and public utilities. The respondent to surrender all public utility within the land to the relevant National and County Government agencies whether the leases have expired or not.
1.	NLC/HLI/003/2017 Muranga County	Stanley Muigai Kiama and Jeremy Kiama	The claim is allowed. The Commission recommends monetary compensation by the National Government to the claimants over the loss of their ancestral land. The family should get recognition and an apology from the Government for their loss.
	HLI/506/507/508/2018 Kiambu County	Kirathimo land, Limuru	The claim is allowed. The commission recommends that the land L.R 25484/2-22, L.R. 13121 and L.R. 15473 revert to County Government of Kiambu, title be issued in the name of the County Government as trustees. The Commission directs that the Land is not available for any allocation now or in future.
2.	NLC/HLI/519/2018 Kiambu County	Uplands - Kiambu	The claim is allowed. The commission recommends that the land L.R. No. 7593/1 and 7593/2 revert to County Government of Kiambu, title be issued in the name of the County Government as a trustees. The Commission directs that the Land is not available for any allocation now or in future.
	NLC/HLI/550/2018 Kiambu County	Flourspar Land-(Diatomite)	The claim is allowed. The commission recommends that the land L.R. Ngurubi/Thigio/1882, 1534, 1698 and 1699 reverts to County Government of Kiambu. Title be issued in the name of the County Government as a trustee. The Land is not available for any allocation now or in future. The Commission directs that any titles by private developers on the land be revoked.
	NLC/HLI/537/2018 Kiambu County	Mangu Block 19 and 20 Residents CBO	The claim is allowed. The Commission adopts the report by Thika District Land officer on public utilities within Thika Municipality block 19 Mang'u and block 20 Ngoingwa company limited. REF: LND/TKA/ADM/29/VOL.111 dated 12th September, 2018. The following plots are recovered for public utility and reverted to the National and County Government as appropriate. PLOT/Nos.1213,1990,1993, 1995, 1999, 2004, 255, 1992, 2058, 1142, 2260, 1995, 1999,142 and 1998. Similarly the Commission recovers the following plots from Block 20 for public utilities as follows: Plot No/Nos 533, 584, 202, 255, 340, 342, 1035 and 995, 457 and 335, 330, 341, 340, 2368 and 247. The Commission upholds titles to the following plots; Block 19/199, Block 19/2035, Block 20/2159, Block 20/1092, Block 20/2894, Block 20/338 & Block 20/994. If there are any other public lands parcel under ownership of private entities and/or individuals be surrendered and such titles be cancelled.
	NLC/HLI/215/2018	Mau Mau Jamhuri ya Kenya Umbrella Body	The claim is allowed.

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Item 99

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EV 6

3.1 The Petitioner engages in the business of growing premium quality foods, fresh and processed pineapples and fruit juice beverages. It is Kenya's largest exporter of the above named products.

3.2 For purposes of its aforesaid business, the Petitioner acquired the following parcels of land on or about 1970: Land Reference Numbers 12157, 12157/2, 12157/3, 12157/4, 12157/5, 12158, 12203/1, 12203/2, and 13289 (hereinafter collectively referred to as "the parcels of land"). Accordingly, the Petitioner is the registered owner as Lessee from the Government of the Republic of Kenya of the parcels of land.

3.3 Administratively, the parcels of land are distributed in Murang'a and Kiambu Counties, respectively, as follows:

Item	Title in LR No.	County	Size in Hectares
1	12157	Murang'a	3938.4
2	12157/2	Murang'a	40.87
3	12157/3	Murang'a	2.987
4	12157/4	Murang'a	2.311
5	12157/5	Murang'a	5.677
6	12158	Murang'a & Kiambu	2972.8
7	12203/1	Kiambu	2101
8	12203/2	Kiambu	56.57
9	13289	Murang'a	22.84
Total			9,143.455

3.1 Since 1970, the Petitioner and its predecessors in title, have made and continue to make major capital investments in its operations. Some of the investments on the parcels of land include:-

3.1.1 Factories

3.1.2 Office complex

3.1.3 Several dams in the plantation to ensure that the area is supplied with clean water fit for irrigation and human consumption without unnecessary interruptions. This water is also used by the locals who reside around the

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SS-4F

REPUBLIC OF KENYA

THE REGISTRATION OF TITLES ACT

(CHAPTER 281)

GRANT: NUMBER I.R. 27082

ANNUAL RENT: K.Shs. 168,000.

TERM 49 YEARS FROM THE 1ST DAY OF MAY 1973

WHEREAS by an Agreement dated the Third day of June One thousand nine hundred and sixty-five and made between Del Monte Corporation (therein described) of the one part and the Government of the Republic of Kenya (hereinafter called "the Grantor") of the other part (such agreement being hereinafter referred to as "the Main Agreement") it was agreed (inter alia) that at the option of the said Del Monte Corporation the Grantor would grant or procure to be granted to the said Del Monte Corporation or its nominee a Lease or Leases of a piece or pieces of land comprising up to Twenty thousand acres of arable agricultural land suitable for the production of an estimated One Hundred and Thirty-five Thousand tons or more of pineapple or other processing crops or rotation crops necessary for good pineapple culture per annum at such rent and generally upon such terms and conditions as are specified in the Main Agreement AND WHEREAS with respect to land known as "former scheduled areas" it was agreed that such leases as aforesaid would be in respect of land as designated by Calpak (therein described) in so far as concerns location acreage and time of purchase PROVIDED ALWAYS that such designation was reasonable AND WHEREAS with respect to land known as "former non-scheduled areas" it was agreed that the location acreage, time of purchase and all other details must be mutually agreeable to all parties concerned including Government Calpak and the then owners (Calpak being entitled to veto the Grant to it of a Lease or Leases of land of which it should deem the price to be too high) AND WHEREAS pursuant to the Main Agreement the Grantor has purchased a piece of land hereinafter more particularly described and known as Land Reference Number 12158 of which approximately Two Thousand Nine Hundred (2,900) acres are arable agricultural land suitable for the production of pineapple or other processing crops necessary for good pineapple culture within the meaning of the Main Agreement as the same is more particularly described in a Valuation (hereinafter called "the Valuation") dated the 27th day of May One Thousand Nine Hundred and Seventy one and a copy of which is annexed hereto AND WHEREAS the said Del Monte Corporation has nominated KENYA CANNERS LIMITED (hereinafter called "the Grantee") as its nominee for the purpose of taking this Grant AND WHEREAS the Grantor and the Grantee have agreed that the Grantor will grant and the Grantee will take a Lease in the terms both as to rent and otherwise of this Grant: KNOW THEREFORE ALL MEN BY THESE PRESENTS that in consideration of the premises and of the rent hereinafter reserved and of the covenants conditions agreements restrictions stipulations and provisions hereinafter contained or implied and on the part of the Grantee to be performed and observed the Grantor HEREBY GRANTS unto the Grantee ALL THAT piece of land situate adjoining Thika Municipality in the Thika District of the said Republic containing by measurement Two Thousand Nine Hundred and Seventy-two decimal eight (2972.8) hectares or thereabouts less Road Reserve of Nine decimal Seven (9.7) hectares or thereabouts that is to say Land Reference Number 12158 which said piece of land with the dimensions abutments and boundaries thereof is delineated in the plan annexed hereto and more particularly in Land Survey Plan Number 94719 deposited in the Survey Record Office at Nairobi

DEPARTMENT OF LANDS
DOCUMENT SCAINED

Discharge of charge of No 796 and with other lands

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EV6

11 B

with the buildings and improvements erected and being thereon (hereinafter
the said premises") TO BE HELD by the Grantee for a term of Forty-nine years from
day of May One thousand nine hundred and seventy-three (hereinafter referred
the said term") SUBJECT TO:-

payment of the annual rent of Kenya Shillings One Hundred and Sixty-eight Thousand
(K.Shs.168,000/-) and so in proportion for any period less than a year such rent to
payable by equal quarterly instalments in advance of Kenya Shillings Fifty-six
thousand (K.Shs.56,000/-) each on the First day of May the First day of August the
First day of November and the First day of February in each year:

the Government Lands Act (Chapter 280):

AND ALSO to the following stipulations:

the Grantee to the intent that the obligations hereinafter set or may continue
throughout the continuance of the said term covenants and agrees with the Grantor
as follows:-

to pay the rent hereby reserved in Kenya currency to the Grantor at Nairobi in the
said Republic at the times and in the manner aforesaid:

to pay all rents taxes rates assessments water electricity sanitary conservancy
and other charges whatsoever which now are or may hereafter be assessed or imposed
on the said premises or any part thereof or on the Grantor or the Grantee in respect
thereof by the Government or any Municipal Township local or other authority
including any rate payable under the Rating Acts and/or any substituted or additional
rates or rates PROVIDED THAT the Grantor guarantees that no discriminatory real
property taxes or rates shall be imposed on the Grantee although normal local authority
rates will be payable by the Grantee PROVIDED FURTHER HOWEVER THAT if such taxes or
rates should in any year amount to more than Two per cent (2%) of the cost of the land
of the Government of the said Republic the rental payable hereunder shall forthwith
be reduced by an amount sufficient to reimburse the Grantee for such excess "Land" in
this context shall mean land only and shall exclude Fixed Assets as defined in the
Act:

to use the said premises for the agricultural purposes set out in the Main Agreement and
to construct such dwelling houses stores offices barns godowns and other buildings and
improvements as may be convenient in connection with such agricultural purposes

PROVIDED THAT parts of the land may be used for such other agricultural purposes as
may have been or shall hereafter be agreed in writing by the parties hereto:

to perform and observe all the covenants and agreements in the Main Agreement on the
part of the said Del Monte Corporation which relate to the leasing of the said premises
and which covenants and agreements were entered into by the said Del Monte Corporation
on behalf of the Grantee:

to keep all bridges culverts ditches watercourses and furrows drains damwalls and
dikes (if any) and all soil conservation works and dams on the said premises in
good order and condition and properly cleaned and to such standard as may from
time to time be required by the Water Bailiff or other the proper person duly authorised
for the purpose and also to keep all farm roads and paths on the said premises
in good repair PROVIDED THAT the Grantee shall have the right to alter remove or
reconstruct such dams bridges culverts farm roads and other structures as it may see
subject always to the obtaining of the necessary consents under the water Act or
other statutory legislation appertaining thereto:

to farm the said premises in accordance with the rules of good husbandry and to take
adequate anti-erosion precautions when planting on slopes:

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Discharge of Charge of No 3 Roads
with other lands

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- (c) Not to commit or knowingly and willingly permit or suffer waste or spoil of any part of the said premises nor to permit any encroachment or systematic trespass upon the same and to use its best endeavours to prevent the acquisition of any new rights of way public or private or easements over any part of the said premises. Notwithstanding the prohibition against waste hereinbefore contained the Grantee shall be permitted at any time and in its entire discretion to cut out all or any of the coffee trees growing on the said premises:
- (d) To permit the Grantor or any agent appointed by it to enter upon the said premises in the presence of a duly authorised representative of the Grantee at all reasonable times:
- (1) To yield up the said premises at the determination of the term hereby granted in such a state of repair condition and cultivation as shall be in compliance in all respects with the Grantee's covenants herein contained:
2. The Grantor hereby covenants and agrees with the Grantee as follows:-
- (a) To perform and observe all the covenants and agreements in this Main Agreement on the part of the Government of the Republic of Kenya which relate to the leasing of the said premises:
- (b) To permit the Grantee to erect such fences as the Grantee may require to erect along the boundaries of the said premises the Grantee being entitled to remove the same on or before expiration or sooner determination of the term hereby granted:
- (c) To permit the Grantee to erect such buildings and other structures on the said premises as the Grantee may require AND the Grantee shall have the right to adapt convert demolish or reconstruct such buildings or structures during the term hereby granted or any extension thereof where such adaptation conversion demolition or reconstruction is in the interests of good estate management PROVIDED THAT no building erected on the said premises shall be demolished by the Grantee without the written consent of the Commissioner of Lands during the last ten years of the term hereby granted AND PROVIDED FURTHER THAT such consent shall not be unreasonably withheld in the context of good estate management or development AND PROVIDED FURTHER THAT notwithstanding anything herein contained the Grantee shall at any time prior to the expiration of the term hereby granted or any extension thereof have the right to remove from any such buildings or structures any machinery equipment and fixtures appertaining solely to the Grantee's trade or business making good any damage caused thereby:
- (d) To permit the Grantee on its paying the rent hereby reserved and performing and observing the covenants agreements conditions stipulations and provisions on its part herein more particularly set out peacefully to hold and enjoy the said premises during the term hereby granted without any interruption by the Grantor or any person rightfully claiming under or in trust for it:

PROVIDED ALWAYS AND IT IS AGREED as follows:-

That if the rent hereby reserved or any part thereof shall be in arrear for the space of Thirty days next after the same shall become due or if there shall be any breach non-performance or non-observance by the Grantee of any of the covenants agreements and conditions hereinbefore contained and on its part to be performed and observed and if the Grantee shall have failed to comply within Thirty days with the terms of a notice from the Grantor specifying such non-payment of rent or an actual breach of such covenants agreements or conditions and requiring the Grantee to remedy the same or if the Grantee or any assigns of the Grantee being a company shall enter into liquidation whether compulsory or voluntary (not being a voluntary liquidation merely for the purpose of reconstruction) then and in any such case it shall and may be lawful for the Grantor although it may not have taken advantage of some previous

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Discharge of Charge of
with other lands

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(5) If the Grantee shall at the expiration of the said term be desirous of obtaining a new Lease of the said premises and shall signify such desire by a notice in writing given to the Grantor at least Five years before the expiration of the said term and if the Grantee shall not at the time of giving any such notice be in breach of any of the covenants agreements conditions stipulations restrictions and provisions herein contained or implied and on its part to be performed and observed (and if the Grantor wishes or intends to rely on any such breach in order to refuse a renewal of this Lease then it must give written notice thereof to the Grantee within Thirty days of the giving by the Grantee of any such notice of intention to renew this Lease) then the Grantor will at or before the expiration of the said term at the request and cost of the Grantee grant to it a new Lease of the said premises for a further term of Forty-five years to commence at the expiration of the said term at the like rent to that hereby reserved and with and subject to the like covenants agreements conditions restrictions stipulations and provisions as are herein contained except this present proviso for renewal.

IN WITNESS WHEREOF I, JAMES ALOYSIUS O'LOUGHLIN the Commissioner of Lands have by Order of the President hereunto set my hand this Twenty-Second day of July One thousand nine hundred and seventy four in the presence of :-

Encl. 1
REGISTRAR OF TITLES

J. F. O. Reg. 21

For "the valuation" mentioned on Page One hereto see annexure.

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STERLING AKALIAWATS
8th Feb 18

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REPUBLIC OF KENYA

THE REGISTRATION OF TITLES ACT
(CHAPTER 281)

GRANT NUMBER: 27081

ANNUAL RENT: K.SHS. 131,800/8

TERM: 49 YEARS FROM THE 1ST DAY OF MAY 1973



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12/7

AS by an Agreement dated the third day of June One thousand nine hundred and sixty-five between Del Monte Corporation (therein described) of the one part and the Government of the Republic of Kenya (hereinafter called "the Grantor") of the other part and two supplemental Agreements dated the Nineteenth day of February One thousand nine hundred and sixty-eight and the Third day of May One thousand nine hundred and seventy-two respectively between the same parties (such agreements being hereinafter referred to jointly as the "Main Agreements") it was agreed (inter alia) that at the option of the said Del Monte Corporation the Grantor would grant or procure to be granted to the said Del Monte Corporation or its nominee a Lease or Leases of a piece or pieces of land comprising up to one thousand acres of arable agricultural land suitable for the production of pineapples and One hundred and thirty-five thousand tons or more of pineapple or other processing crops or rotation crops necessary for good pineapple culture per annum at such rates generally upon such terms and conditions as are specified in the Main Agreements. WHEREAS with respect to land known as "former scheduled areas" it was agreed that the rates as aforesaid would be in respect of land as designated by Kalpak (therein defined) in so far as concerns location acreage and time of purchase PROVIDED ALWAYS that such designation was reasonable AND WHEREAS with respect to lands known as "former unscheduled areas" it was agreed that the location acreage time of purchase and all other matters must be mutually agreeable to all parties concerned including Government and the then owners (Kalpak being entitled to veto the Grant to it of a Lease or of any land of which it should deem the price to be too high) AND WHEREAS pursuant to the Main Agreements the Grantor has purchased certain pieces of land hereinafter more fully described and known as Land Reference Numbers 12157 and 13169 of which there are respectively Four thousand five hundred (4,500) acres are arable agricultural land suitable for the production of pineapple or other processing crops necessary for good pineapple culture within the meaning of the Main Agreements as the same is more particularly defined in a Valuation (hereinafter called "the Valuation") dated the Sixth day of June One thousand nine hundred and sixty-seven and a copy of which is annexed hereto AS the said Del Monte Corporation has nominated KENYA CANNERS LIMITED (hereinafter called "the Grantee") as its nominee for the purpose of taking this Grant. S the Grantor and the Grantee have agreed that the Grantor will grant and the Grantee will take a Lease in the terms both as to rent and otherwise of this Grant standing that the total area of arable agricultural land comprised in this Lease is not more than Five thousand (5,000) acres KNOW THEREFORE ALL MEN BY THESE PRESENTS that in consideration of the premises and of the rent hereinafter reserved and of the conditions agreements restrictions stipulations and provisions hereinafter contained

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and on the part of the Grantee to be performed and observed the Grantor
GRANTS unto the Grantee FIRST all that piece of land situate adjoining Thika
in the Thika District of the said Republic containing by measurement three
hundred and ^(3,938.4) ~~sixty-eight~~ decimal four ~~square~~ ^{hectares} or thereabouts less Road Reser-
vice of decimal two ^(26.2) hectares or thereabouts that is to say Land Reference
Number 13169 which said piece of land with the dimensions abutments and boundaries thereof
is delineated on the plan annexed hereto and more particularly on Land Survey Plan Number
13169 deposited in the Survey Record Office at Nairobi and SECONDLY all that piece of
land situate adjoining Thika Municipality in the Thika District of the said Republic containing
by measurement twenty-four decimal two eight (24.28) hectares or thereabouts that is to
say Land Reference Number 13169 which said piece of land with the dimensions abutments and
boundaries thereof is delineated on the Plan annexed hereto and more particularly on Land
Survey Plan Number 94772 deposited in the Survey Records Office at Nairobi TOGETHER with
all buildings and improvements erected and being thereon (hereinafter called "the said
premises") TO HAVE AND TO HOLD by the Grantee for a term of forty-nine years from the first day of
January 1964 and nine hundred and seventy-three (hereinafter referred to as "the said term")
the payment of the annual rent of Kenya Shillings One hundred and thirty-one
hundred and sixty (K.Shs.131,800/60) and so in proportion for any period
of years such rent to be payable by equal quarterly instalments in advance of Kenya
Shillings twenty-two thousand nine hundred and fifty (K.Shs.32,950/15) each on
the first day of January the first day of April the first day of July and the first day of
October in each year (b) THE GOVERNMENT LANDS ACT (CHAPTER 280) AND SUBJECT ALSO TO THE
PROVISIONS OF THE GOVERNMENT LANDS ACT (CHAPTER 280) AND SUBJECT ALSO TO THE
PROVISIONS OF THE GOVERNMENT LANDS ACT (CHAPTER 280) AND SUBJECT ALSO TO THE
intent that the obligations hereinafter set out
shall continue throughout the continuance of the said term covenants and agrees with the Grantor
(a) To pay the rent hereby reserved in Kenya currency to the Grantor at Nairobi
at the times and in the manner aforesaid (b) To pay all rents taxes rate
water electricity sanitary conservancy and other charges whatsoever which now
or hereafter be assessed or imposed on the said premises or any part thereof or on
the Grantee in respect thereof by the Government or any Municipal Township
or authority including any rate payable under the Rating Acts and/or any
additional rate or rates PROVIDED THAT the Grantor guarantees that no
real property taxes or rates shall be imposed on the Grantee although normal
rates will be payable by the Grantee PROVIDED FURTHER HOWEVER THAT if such
rates should in any year amount to more than two per centum (2%) of the cost of the
Government of the said Republic the rental payable hereunder shall forthwith be
an amount sufficient to reimburse the Grantee for such excess "Land" in this
shall mean land only and shall exclude Fixed Assets as defined in the said Agreement
third day of May one thousand nine hundred and seventy-two (c) To use the said
premises for the agricultural purposes set out in the Agreement dated the third day of June
one thousand nine hundred and sixty-five hereinafter referred to and to construct such
houses stores barns godowns and other buildings and improvements as may
be required in connection with such agricultural purposes PROVIDED THAT parts of the land
may be used for such other agricultural purposes as shall have been or shall hereafter be
agreed in writing by the parties hereto (d) To perform and observe all the covenants and
agreements in the Main Agreements on the part of the said Del Monte Corporation which
relate to the leasing of the said premises and which covenants and agreements were entered
into by the said Del Monte Corporation on behalf of the Grantee (e) To keep all bridges
water courses and furrows drains dam walls and spillways (if any) and all
irrigation works and dams on the said premises in such good order and condition and

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shall have
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consents
(f) To be
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properly cleaned and to such standard as may from time to time be required by the Water-
 off or other the proper person duly authorised for the purpose and also to keep all
 roads and paths on the said premises in good repair PROVIDED THAT the Grantee
 shall have the right to alter remove or construct such dams bridges culverts farm roads
 other structures as it may see fit subject always to the obtaining of the necessary
 permits under the Water Act or any other statutory legislation appertaining thereto
 To farm the said premises in accordance with the rules of good husbandry and to take
 adequate anti-erosion precautions when planting on slopes (g) Not to commit or knowingly
 willingly permit or suffer waste or spoil of any part of the said premises nor to
 allow any encroachment or systematic trespass upon the same and to use its best
 efforts to prevent the acquisition of any new rights of way public or private or
 rights over any part of the said premises Notwithstanding the prohibition against
 the hereinbefore contained the Grantee shall be permitted at any time and in its entire
 discretion to cut out all or any of the coffee trees growing on the said premises
 to permit the Grantor or any agent appointed by it to enter upon the said premises in
 presence of a duly authorised representative of the Grantee at all reasonable times
 to yield up the said premises at the determination of the term hereby granted in such
 a state of repair condition and cultivation as shall be in compliance in all respects with
 the Grantee's covenants herein contained (2) The Grantor hereby covenants and agrees with
 the Grantee as follows (a) To perform and observe all the covenants and agreements in the
 agreements on the part of the Government of the Republic of Kenya which relate to
 leasing of the said premises (b) To permit the Grantee to erect such fences as the
 Grantor may require on the boundaries of the said premises the Grantee being
 bound to remove the same on or before the expiration or sooner determination of the
 term hereby granted (c) To permit the Grantee to erect such buildings and other structures
 on the said premises as the Grantee may require AND the Grantee shall have the right to
 convert demolish or reconstruct such buildings or structures during the term hereby
 granted or any extension thereof where such adaptation conversion demolition or reconstruction
 is in the interest of good estate management PROVIDED THAT no building erected on the said
 premises shall be demolished by the Grantee without the written consent of the Commissioner
 is during the last ten years of the term hereby granted AND PROVIDED FURTHER THAT
 consent shall not be unreasonably withheld in the context of good estate management
 development AND PROVIDED FURTHER THAT notwithstanding anything herein contained the
 Grantee shall at any time prior to the expiration of the term hereby granted or any
 extension thereof have the right to remove from any such buildings or structures any
 machinery equipment and fixtures appertaining solely to the Grantee's trade or business
 without incurring any liability for or any damage caused thereby (d) To permit the Grantee on its paying the rent
 reserved and performing and observing the covenants agreements conditions stipulations
 and provisions on its part herein more particularly set out peacefully to hold and enjoy
 the said premises during the term hereby granted without any interruption by the Grantor
 or any person rightfully claiming under or in trust for it (3) PROVIDED ALWAYS AND IT IS
 agreed as follows (a) That if the rent hereby reserved or any part thereof shall be in
 arrears for the space of thirty days next after the same shall become due or if there shall
 be a breach non-performance or non-observance by the Grantee of any of the covenants
 conditions and conditions hereinbefore contained and on its part to be performed and
 observed and if the Grantee shall have failed to comply within thirty days with the terms
 and conditions from the Grantor specifying such non-payments of rent or an actual breach of

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EVL

covenants or conditions and requiring the Grantee to remedy the same or if the
 provisions of the Grantee being a company shall enter into liquidation whether
 voluntary (not being a voluntary liquidation merely for the purpose of reconstruction)
 in any case it shall and may be lawful for the Grantor although it may not have
 previous default of a like nature to re-enter upon the said premises in the
 and the same to have again-repossess and enjoy as in its former estate without
 right of action or remedy of the Grantor in respect of any antecedent breach
 covenants and agreements by the Grantee hereinbefore contained (b) Notwithstanding
 contrary hereinbefore contained the Grantee shall have the right to terminate
 regard to the said premises or any portion thereof which shall constitute an
 and upon giving to the Grantor one year's written notice of its intention
 and upon the expiration of that notice this Lease shall terminate either
 the case may be) insofar as the portion of the said premises referred to in
 concerned and in the latter event there shall be a proportionate reduction of
 being calculated by reference not only to the actual acreage relinquished
 type and quality thereof as reflected in the Valuation (for the purposes of
 the figure of Kenya Shillings Two hundred and sixty thousand (K.Shs.260,000/-)
 valuation to clearing being spread evenly over all the former sisal land)
 provisions of sub-clauses (d) and (e) of this clause the Grantee may at any
 currency of this lease and any extension thereof assign the benefit hereof
 power of extension hereof to any holding subsidiary or associated company of
 PROVIDED THAT the Grantee may not assign this Lease otherwise than aforesaid or
 of the premises or any part thereof without the written consent of the
 shall not be unreasonably withheld (d) During the currency of this
 lease the Grantee shall from time to time have the option to purchase
 portion of a portion or portions of the said premises not exceeding five
 the aggregate (and so that the total area so purchased in pursuance of this
 granted by the Main Agreements shall not exceed five thousand acres) at a
 the cost thereof to the Grantor or in the case of land which at the date
 by the Grantor was planted with coffee at a flat rate of Kenya Shillings
 (K.Shs.240/-) per acre PROVIDED THAT (i) such option shall only relate
 premises known as former Scheduled Areas as those words are defined in the
 if such option is not exercised in respect of any particular piece of land
 from the signing of this lease then the price which the Grantee shall pay to
 shall be the market price of such land at the time of the exercise of the
 the Grantor shall include in the Grant or Grants of any land so purchased
 thereof as are in accordance with the provisions of the Main Agreements
 Option shall be exercised by the Grantee giving to the Grantor not less than
 in writing of the Grantee's intention to exercise such option on the
 notice the rent in respect of the remainder of the said premises shall be
 under provided for in clause 3 (b) hereof (e) That all questions hereafter in
 parties hereto and all valuations and claims for compensation or otherwise
 and agreed between the parties hereto shall be referred to arbitration in
 arbitration provisions in the Main Agreements (f) In the event of any
 conflict between the provisions of this Lease and the provisions of the Main
 and conditions of the Main Agreements shall prevail (g) If the Grantee
 ion of the said term be desirous of obtaining a new Lease of the said
 signify such desire by a notice in writing given to the Grantor at least
 the expiration of the said term and if the Grantee shall not at the time
 be in breach of any of the covenants agreements conditions stipulations
 provisions herein contained or implied and on its part to be performed and
 Grantor wishes or intends to rely on any such breach in order to refuse

P 32 (4)

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renewal of this Lease then it must give written notice thereof to the Grantee within thirty days of the giving by the Grantee of any such notice of intention to renew this lease) then the Grantor will at or before the expiration of the said term at the request and cost of the Grantee grant to it a new Lease of the said premises for a further term of forty-five years to commence at the expiration of the said term at the like rent to it hereby reserved and with and subject to the like covenants agreements conditions restriction stipulations and provisions as are herein contained except this present proviso for renewal.

IN WITNESS WHEREOF I, JAMES ALOISIUS O'LOUGHLIN the Commissioner of Lands have by Order of the President hereunto set my hand this twenty-second day of July One thousand nine hundred and seventy four in the presence of :-

J. A. O. Loughlin

Bohal
REGISTRAR OF TITLES

For "the valuation" mentioned on page one hereto see annexure.

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EVLL

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(a) To continue sisal development in conjunction with the coffee in the hope of better prices.

(b) To diversify.

It is understood that the estate is committed to the second and would move out of sisal over a period of approximately 5 years. The coffee would be retained, although the Estate might be sold off if a buyer came into the market as it is one end of the Company's holding. I am not of the opinion the present owners could reasonably develop pineapples on a small scale; certainly not on the same scale as proposed by them. They would, therefore, have to diversify largely into dairy or beef ranching, for which purposes they are not suitably developed and grossly over-capitalised. Anglo has set some score by recent wheat trials which have been conducted in conjunction with the Plant Breeding Station at Mombasa. To date 13 varieties have been planted experimentally in 5 ft. blocks showing an average mean yield of 10 bags. I have studied the results of these trials which are creditable but I am of the opinion that at this stage any one would discount wheat as a major cash crop in a country where none is grown.

My instructions are that a valuation of the estate is required on a 'walk-out' basis and having taken account of all the factors I am of the opinion that the current market value of the estate on this basis is K2315,000 and that an initial offer of K20,000 would be appropriate.

A valuation can be supplied in respect of Mombasa and the surrounding area. This has not been done as it is not the object of the present valuation. It is not possible to supply a valuation of the Mombasa area as it is not the object of the present valuation.

D.H. KIDD, Esq. F.R.C.S. (Lond.) F.R.S. (Edin.)
Consulting Engineer and Surveyor
10, The Arcade, NAIROBI

LAND TITLE ACT - NAIROBI, KENYA
REGISTRATION OF TITLES ACT

REGISTERED AT No. LR 2703/1

Presented 2.2.75 1975
This 2.2.75

ember, 1967.

THE FOLLOWING INSTRUMENT HAS BEEN REGISTERED AGAINST THE TITLE
Caveat by East African power & lighting
Co. Ltd. claiming a grant of easement by
virtue of an agreement annexed to the
caveat dated 11.12.1975 in respect of LR No 12157 only

Registration No. 61 Date of Registration 2.4.75

THE FOLLOWING INSTRUMENT HAS BEEN REGISTERED AGAINST THE TITLE
Caveat by East African power & lighting
Co. Ltd. claiming a grant of easement by virtue
of an agreement dated 7th October 1976
over the above lands

Registration No. 1495 Date of Registration 26.6.75

R34

2014

2014

100
Caveat by the Kenya Power & Light Co. (Ltd) claiming a grant of easement by virtue of an agreement dated 24th October 1985
Presentation No. 90 Date of Registration 26-8-86 Registrar of Titles G. G. Gachiki 018

EV 6

THE FOLLOWING INSTRUMENT HAS BEEN REGISTERED AGAINST THE TITLE
Certificate of Change of Name of Kenya Canners Limited to Del Monte Kenya Limited
Presentation No. 71 Date of Registration 3-2-89 Registrar of Titles G. G. Gachiki 018

THE FOLLOWING INSTRUMENT HAS BEEN REGISTERED AGAINST THE TITLE
Charge to Kenya Commercial Bank Limited (with other lands)
Subject to Nos 2, 3, 4 and 4 above
Presentation No. 158 Date of Registration 4-3-2004 Registrar of Titles G. G. Gachiki 018

THE FOLLOWING INSTRUMENT HAS BEEN REGISTERED AGAINST THE TITLE
Charge to Commercial Bank of Africa Limited (with other lands)
Subject to Nos 2, 3, 4 and 4 above
Presentation No. 159 Date of Registration 4-3-2004 Registrar of Titles G. G. Gachiki 018

THE FOLLOWING INSTRUMENT HAS BEEN REGISTERED AGAINST THE TITLE
Charge to Barclays Bank of Kenya Limited (with other lands)
Subject to Nos 2, 3, 4, 6 and 7 above
Presentation No. 160 Date of Registration 4-3-2004 Registrar of Titles G. G. Gachiki 018

THE FOLLOWING INSTRUMENT HAS BEEN REGISTERED AGAINST THE TITLE
Charge to Citibank N.Y.
(with other lands)
Subject to Nos 2, 3, 4, 6, 7 and 8 above
Presentation No. 161 Date of Registration 4-3-2004 Registrar of Titles G. G. Gachiki 018

THE FOLLOWING INSTRUMENT HAS BEEN REGISTERED AGAINST THE TITLE
Charge to New York Life Insurance Company (with other lands)
Subject to Nos 2, 3, 4, 6, 7 and 8 above
Presentation No. 162 Date of Registration 4-3-2004 Registrar of Titles G. G. Gachiki 018

THE FOLLOWING INSTRUMENT HAS BEEN REGISTERED AGAINST THE TITLE
Certificate of Change of Name of Del Monte Kenya Limited to Cirio Del Monte Kenya Limited
Presentation No. 252 Date of Registration 7-4-2004 Registrar of Titles G. G. Gachiki 018

P 35 **7**

July

1914

632

EV 62

LAND

At present Del Monte Kenya Limited leases approx. 9,000 hectares from the Government, and another 2,000 hectares from private land owners for pineapple growing in Thika and its environs.

Of the total leased land, 6,000 hectares are under pineapple cultivation with an annual average harvest of approximately 240,000 tons.

WATER STORAGE

Water is key element to our operations. Rainfall is erratic and requires to be supplemented by irrigation. Over the years the Company has been investing in water storage infrastructure that allows rain water harvesting and storage in 11 dams with over 5 million cubic meters capacity to support the plantation, factory and domestic water needs and minimize on river water abstraction. Waste water is purified at the company's treatment plant before being recycled into the water reservoirs for irrigation purposes.

EMPLOYMENT

Del Monte Kenya Limited is the largest single employer in Thika Town and contributes significantly to the economic activities of the town, as well as to the national economy as one of the major sources of revenue in the form of taxes and duties. The company is an equal opportunity employer and its employees come from all parts of the country.

In line with production expansion, Del Monte Kenya Limited's workforce has grown over the years to the current level of over 7,000 employees from the meagre 155 workers in 1968. Thus injecting 2 billion Kenya shillings into the local economy every year through its payroll alone, and providing opportunities to small and medium local suppliers as well as large support industries of packing and packaging materials. Notwithstanding the considerable business provided to Kenya Ports Authority, Kenya Railways and Kenya Power & Lighting Co.

Finally, as part of its employment program, Del Monte offers the much sought industrial attachment to Public and Private University students and other training institutions, thus responding positively to the appeal of the Director of Industrial Training and the Ministry of Labour.

P 36

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REPUBLIC OF KENYA

Serial No.

DEPARTMENT OF LANDS

LAND TITLES REGISTRY

NAIROBI/MOMBASA

To:—

THE COMMISSIONER OF LANDS (RECORDS BRANCH).
THE COMMISSIONER OF LANDS (VALUATION OFFICE).
THE COMMISSIONER OF LANDS (LAND RENTS).
THE COMMISSIONER OF INCOME TAX.
THE CITY VALUER, NAIROBI.

THE TOWN CLERK, MURANG'A COUNTY COUNCIL, BOX 52, MURANG'A.
THE CLERK, COUNTY COUNCIL OF NAIROBI, BOX 170, NAIROBI.
THE SENIOR ECONOMIST/STATISTICIAN, P.O. BOX 30289, NAIROBI.
THE EXECUTIVE OFFICER, THE PROVINCIAL AGRICULTURAL BOARD, P.O. BOX 50, NAIROBI.

MEMORANDUM OF REGISTRATION OF TRANSFER OF LANDS

{ the details whereof appear below, has this day been registered as.....

IR. 10000/2, 10005/2, 10007/2, IR. 10000 and E. 00/200/20.

Date of Document 31st December, 1973.

Transferor Civil Estates Limited.

The Government of the Republic of Kenya.

Transferee L.R. NO. 11140, 10741, 11212, 10804, and 10005.

1211 acres less 2 acres road reserve, 1072 acres less 7 acres road

Address of Transferee P.O. BOX 10000 less 10 acres road reserve, 1072 acres, 10005 acres

10000 (10000/2) hectares less road reserve, 1072 hectares, 10005 hectares

Area 10000 hectares, 1072 hectares (10000/2) hectares less 10 acres road reserve,

Locality 10000 hectares and 10005 hectares.

Consideration Sh. 500/- (payable), 100/- (payable), 100/- (payable),

Term 99 years, 99 years (payable) and 99 years.

Annual Rent Sh. 1000/- (payable) and 1000/- (payable).

Due From 1000/- (payable) and 1000/- (payable).

Presented by 1000/- (payable) and 1000/- (payable).

Date of Presentation 31st January, 1974.

A. K. K. K.
for Registrar of Titles

	Noted by	Checked by	Remarks
OFFICER I/C RECORDS:			
Land Register			
Return of Grants			
Files			
Cards			
RECORD DRAUGHTSMAN			
VALUATION OFFICE			

P 37

21-3-73

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F 1 2

F2 7

147



COLONY AND PROTECTORATE OF KENYA

143

THE REGISTRATION OF TITLES ORDINANCE
(Chapter 160)



GRANT: No. T.R.18665

ANNUAL RENT: Shs. 452/-

(revisable)

Term: 999 years from 1.4.1956

KNOW ALL MEN BY THESE PRESENTS that in consideration of the sum of Shillings One hundred and nine thousand by way of Stand Premium paid on or before the execution hereof

the GOVERNOR AND COMMANDER-IN-CHIEF OF THE COLONY AND PROTECTORATE OF KENYA on behalf of HER MOST GRACIOUS MAJESTY QUEEN ELIZABETH THE SECOND under and by virtue of the powers vested in him hereby GRANTS unto RAPIDS ESTATE LIMITED having its registered office at Nairobi (Post Office Box Number 30158) in the said Colony

(hereinafter called "the Grantee") All that piece of land situate East of Thika Township in the Thika

District of the said Colony containing by measurement two thousand two hundred and sixty-seven acres (less road reserve of seven acres) or thereabouts that is to say Land Reference Number 10741 which said piece of land with the dimensions abutments and boundaries thereof is delineated on the plan annexed hereto and more particularly on Land Survey Plan Number 76963 deposited in the Survey Records Office at Nairobi To Hold for the term of nine hundred and ninety-nine years

from the first day of April One thousand nine hundred and fifty-six SUBJECT to (a) the payment in advance on the first day of January in each year of the rents hereinafter prescribed (namely):—

(i) from the first day of April One thousand nine hundred and fifty-six until the thirty-first day of December One thousand nine hundred and sixty an annual rent of Shillings Four hundred and fifty-two (revisable);

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- (ii) from the first day of January One thousand nine hundred and sixty-one until the thirty-first day of December One thousand nine hundred and ^{ninety} ~~sixty~~ an annual rent ~~calculated at the rate of two per centum on the unimproved value of the land in the year One thousand nine hundred and sixty~~ of Shillings Six hundred and fifty-two (revisable);
- (iii) from the first day of January One thousand nine hundred and ^{ninety-one} ~~sixty~~ until the thirty-first day of December Two thousand and ^{twenty} ~~sixty~~ an annual rent calculated at the rate of two per centum on the unimproved value of the land in the year One thousand nine hundred and ^{ninety} ~~sixty~~;
- (iv) for every subsequent period of thirty years an annual rent calculated at the rate of three per centum on the unimproved value of the land in the last year of the preceding period of thirty years;

(b) the provisions of the Crown Lands Ordinance (Chapter 155)

and (c) the following Special Conditions (namely):—

SPECIAL CONDITIONS

1. The land shall be used for agricultural purposes only.
2. The value of the developments required by Section 38 of the said Crown Lands Ordinance to be effected on the land within the first three years and the first five years respectively of the term shall be Shillings Thirteen thousand eight hundred and forty (Shs:13,840/-) and Shillings Twenty thousand seven hundred and sixty (Shs:20,760/-) of which sums Shillings Six thousand (Shs:6,000/-) and Shillings Nine thousand (Shs:9,000/-) shall be in respect of permanent improvements.
3. The Grantee shall not subdivide the land without the prior written consent of the Commissioner of Lands.
4. The Grantee shall manage the land in accordance with the principles of good husbandry and shall maintain the same in a good state of fertility to the satisfaction of the Commissioner of Lands.
5. The Grantee shall pay such rates taxes charges duties assessments or outgoings of whatever description as may be imposed charged or assessed by any government or local authority upon the land or the buildings erected thereon including any contribution or other sum paid by the Governor in lieu thereof.

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COLONY & PROTECTORATE OF KENYA

New Grant

DISTRICT OF THIKA

Locality East of Thika Township

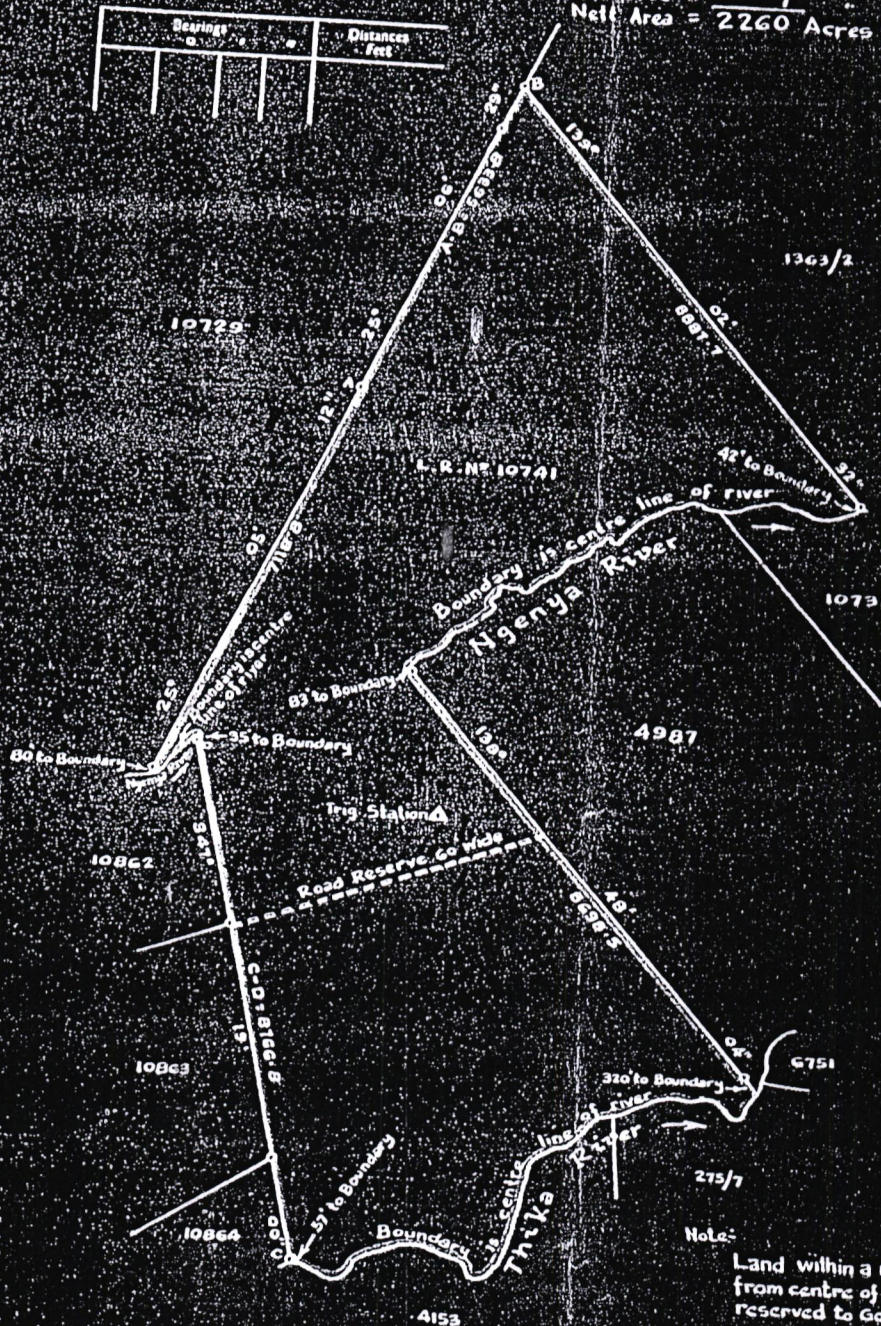
Meridional District South-A-37
H.T. 2

Land Reference No. 10741
(Orig. No. _____)

Subdivision No. _____ (Orig. No. _____)
of Section No. _____

Scale: 1 in. 25,000 or 2083.33 Feet to 1 Inch
Total Area = 2267 Acres (Approx)
Less Road Reserve = 7
Net Area = 2260 Acres (Approx)

Bearings	Distances
° ' "	Feet



B. A. McANULTY-DAVE
for Director of Surveys

Nairobi JAN 24 1961 195

Traced by F. L. L. L.
Compared by

Please quote this PLAN No. 76963

EV 7

THE FOLLOWING INSTRUMENT HAS BEEN REGISTERED AGAINST THIS TITLE
Transfer to Blue Estate Limited

Registration No. 125 Date of Registration 3.7.62

[Signature]
Registrar of Titles

THE FOLLOWING INSTRUMENT HAS BEEN REGISTERED AGAINST THIS TITLE

Consent by The East African Power
and Lighting Co. Ltd.

Registration No. 226 Date of Registration 13.10.66

[Signature]
Registrar of Titles

Surrender to The Government of the Republic of Kenya.
Subject to No. 3 above.

59

5.1.1973

[Signature]

5002

202

5202

10th April 2019



P 40

F U 3

1971

6/10



677



COLONY AND PROTECTORATE OF KENYA

THE REGISTRATION OF TITLES ORDINANCE

(Chapter 160)

GRANT: No. I.R. 18982

ANNUAL RENT: Shs. 369/- (revisable)

TERM: 94½ years from 1.6.1962

KNOW ALL MEN BY THESE PRESENTS that in pursuance of two Surrenders registered in the Crown Lands Registry at Nairobi in Volume H.2 Folio 299/20 and Volume N.16 Folio 203/18 respectively

the GOVERNOR AND COMMANDER-IN-CHIEF OF THE COLONY AND PROTECTORATE OF KENYA on behalf of HER MOST GRACIOUS MAJESTY QUEEN ELIZABETH THE SECOND under and by virtue of the powers vested in him hereby GRANTS unto **CHUI ESTATE LIMITED** having its registered office at Nairobi (Post Office Box Number 30158) in the said Colony

(hereinafter called "the Grantee") ALL that piece of land situate East of Thika Township in the Thika

District of the said Colony containing by measurement One thousand two hundred and eleven acres (less road reserve of eight acres) 4987) or thereabouts that is to say Land Reference Number 11146 (Original Nos. 4873 and 4874) which said piece of land with the dimensions abutments and boundaries thereof is delineated on the plan annexed hereto and more particularly on Land Survey Plan Number 79168 deposited in the Survey Records Office at Nairobi To HOLD for the term of nine hundred and forty-four years

from the first day of June One thousand nine hundred and sixty-two SUBJECT to (a) the payment in advance on the first day of January in each year of the rents hereinafter prescribed (namely):—

- (i) from the first day of June One thousand nine hundred and sixty-two until the thirty-first day of December One thousand nine hundred and sixty-nine an annual rent of Shillings three hundred and sixty-nine;

P 41

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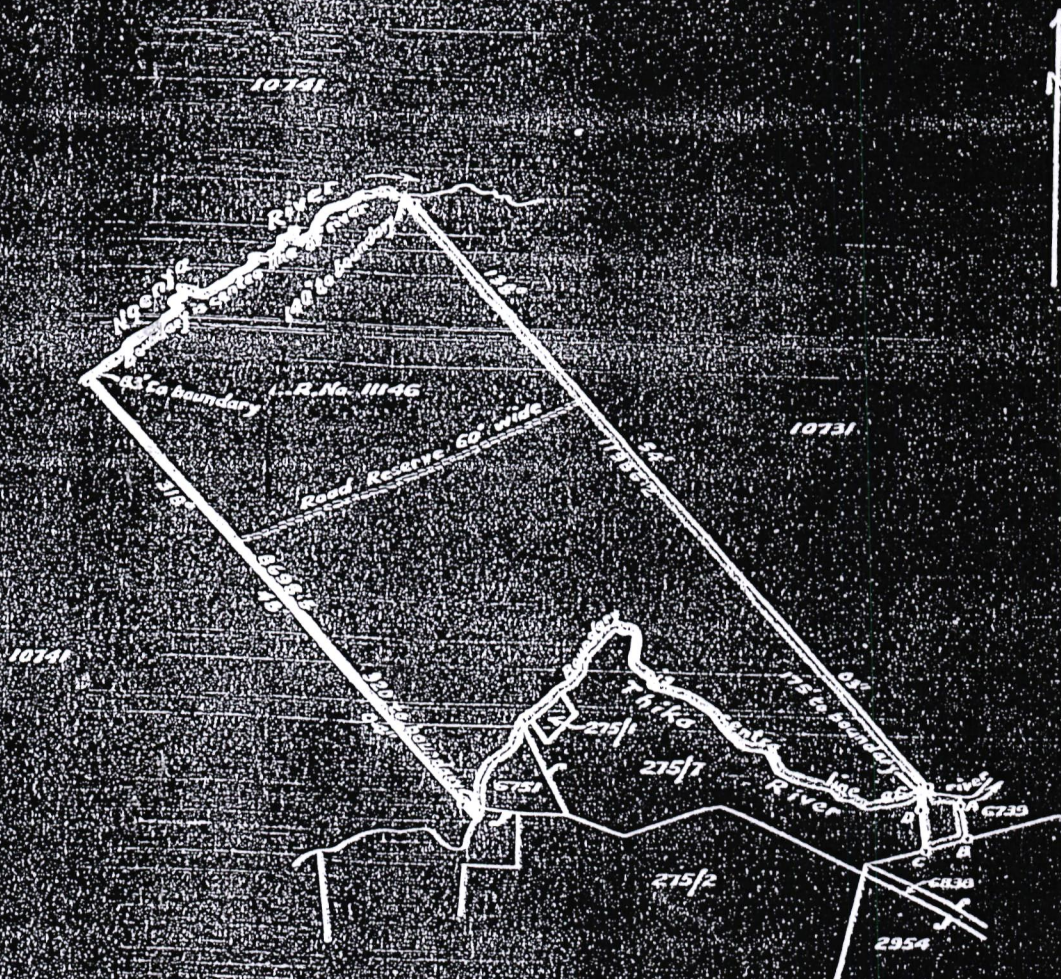
COLONY & PROTECTORATE OF KENYA

DISTRICT OF THIKA

Locality East of Thika Township

Mekindani District South A 37
H. E. aLand Reference No. 11146
(Orig. No. 4873 & 4987)Subdivision No. _____ (Orig. No. _____)
of Section No. _____Scale: 1 in 25000 or 208-33 feet to 1 inch Total Area = 1211 Acres (Approx.)
Less Road Reserve Area = 8 " "
Nett Area = 1203 Acres (Approx.)

Line	Length	Area	Remarks
A-B	168	51	511-1 (Boundary A-B)
B-C	222	36	511-2
C-D	352	61	511-3 (Boundary C-D)



F. E. CHARNLEY

for Director of Surveys

Nairobi MAR 3 0 1962 1962

Traced by S.K.
Compared by

Please quote this PLAN No. 79/68



3/12/1973

FOLLOWING INSTRUMENT HAS BEEN RECEIVED FROM THE
Surrender to the government of the Republic of Kenya
TWO 1000 POUNDS

2

EV 7

59

5.1.1973

Ashraf

I hereby certify this to be a true copy
of the Original

Stamp duty 500=

Stamp duty 202

Date 10th April 2019



at J. C. 312

P 44

9.13

44

7

Conversion

COLONY & PROTECTORATE OF KENYA

Land Reference No. 10862
(Orig. No. Part of 4681)

Subdivision No. (Orig. No.)
of Section No.

Area = 1372 Acres (Approx)

DISTRICT OF THIKA

Locality East of Thika Township

Meridional District South A 37
H-I-2

Scale: 1 in. 25,000 or 2083.33 Feet to 1 Inch

	Bearings		Distances	
	°	'	Feet	
A-B	261	27	55	416.3
B-C	276	05	10	367.8
C-D	40	50	20	923.0
D-E	14	15	10	501.0
E-F	7	38	49	412.6
F-G	43	27	25	1297.9
G-H				
H-I				

J-Bdy. = 40'

10729

15/6/17

Ngelva River

Boundary is centre line of

40' to Bdy

22.26

50' 49' 0.5"

2v 3

2N 9

[illegible]

Nairobi 19th Jan. 1961. 195

Please quote this PLAN No. 76945

Traced by
Compared by

ANNEXTURE II

SUBMISSIONS BY THE AG. CHIEF EXECUTIVE OFFICER NATIONAL LAND COMMISSION



NATIONAL LAND COMMISSION

**RESPONSE TO PETITIONS REFERRED TO THE DEPARTMENTAL
COMMITTEE ON LANDS**

**REPORT SUBMITTED BY
KABALE TACHE ARERO
AG. SECRETARY/CHIEF EXECUTIVE OFFICER**

8TH AUGUST, 2019

Hon. Chair

We received two letters dated 24th and 31st July, 2019 from the Clerk of the National Assembly requiring us to appear to this Committee to respond to five (5) petitions referred to your esteemed Committee. We wish to respond to the petitions as follows:-

PETITION NO.1

PETITION BY MR. PHILLIP NJUGUNA ON BEHALF OF RESIDENTS OF KANDARA RESIDENTS ASSOCIATION ON IRREGULAR RENEWAL OF LEASES OF LAND BY DEL MONTE KENYA LIMITED

Hon Chair,

The Commission received a complaint and request by Kandara Residents Association that the Commission approves and hears the historical injustice claim under article 67 of the constitution and section 15 of the National Land Commission Act 2012.

The above-mentioned group alleged historical injustice occasioned against them by Del Monte Kenya Limited together with the colonial soldiers who returned from first and second world war, the agro French who planted the area with sisal and the Kenya Cannery Limited.

The aforesaid investigation has since been concluded and its findings documented as prescribed by law vide a Determination dated 7th

February 2019 (attached for ease of reference). Further, the said verdict was subsequently gazetted vide a Gazette Notice Number 1995 dated 1st March 2019.

In summary, the Commission made the following recommendations as itemized below:

- a) That the land held or occupied by the Respondent (Del Monte (K) Limited) should be resurveyed to establish if the Respondent Company is in possession of land that it is not registered against.
- b) In furtherance to the above, the surplus land, if any, should be given/surrendered to the Claimants for resettlement and the County Government for public purpose in the ratio of 70:30 respectively.
- c) In the alternative, where no surplus land is discovered, the County Government of Murang'a should retain adequate amounts of land for settlement of the Claimants and for public purpose upon expiry of the leases.
- d) That the Respondent to surrender all public utilities within the land to the relevant National and County Government agencies whether the leases have expired or not.

That it is worth pointing out that three (3) court cases have been filed and are under judicial consideration in both the High Court at Nairobi and Murang'a. The court matters include;

1. **Environment and Land Court No. 53 of 2018 at Murang'a, Kandara Residents Association and Others Vs Delmonte (k) Limited, National Land Commission, County Government of Kiambu and Murang'a**, which inter alia seeks to primarily restrain the National Land Commission from renewing the leases for the properties known as L.R Nos. 12157/2, 12157/3, 12157/4, 12157/5, 12158, 13169, 12203/1, 12203/2 and 13289 in favor of Delmonte (K) Limited.
2. **High Court Constitutional Petition Number 48 of 2019 at Nairobi, Delmonte (K) Limited Vs National Land Commission and Attorney General**, which predominantly seeks to quash the Determination of the National Land Commission's Historical Land Injustice Committee dated 7th February, 2019 made in Complaint Number NLC/HLI/004/2017. Further, it seeks to expel the Gazette Notice number 1995 dated 18th February, 2019 and published on 1st March, 2019 in so far as it relates to parcels of land registered under Delmonte (K) Limited.
3. **Environment and Land Court Judicial Review No 1 of 2019 at Murang'a, Kandara Residents Association and Others Vs National Land Commission, Director of Survey and the Attorney General**, that seeks orders to compel the Director of Survey implement the National Land Commission's Historical

4. Land Injustice Committee's Determination dated 7th February, 2019 which directed the Director of Survey, resurvey the parcels of land occupied by Delmonte (K) Limited.

In conclusion, the subject matters are alive in court and by dint of the doctrine of *sub judice* we are unable to make a presentation on them.

PETITION NO. 2

PETITION BY REPRESENTATIVES OF THE FAMILIES OF TAPSIMATE ARAP BOROWO ON HISTORICAL LAND INJUSTICES IN KIMULOT AREA IN KERICHO

Hon. Chair,

National Land Commission received a historical land injustice claim from Borowo and Kipsigis clan self-help group and registered it as claim no NLC/HLI/173/2017. The Commission proceeded to carry out investigations on the matter under Section 15 of the National Land Commission Act, 2012 – The Section provides the framework for redress of historical land injustices.

The Commission heard the matter on 14th September, 2018 and 17th November, 2018 where the claimants were represented by one Mr. Peter Kiprotich Bett.

The Parties to the claim

1. The claimants are representatives of the families of the Borowa & Kipsigis Clans within the Kericho County Government and the larger Bomet County. Their claim is of ancestral rights over the multinational tea estates within the region having been forcefully evicted from the same during the colonial period.

Claimants' Case

2. The claimants filed their claim NLC/HLI/173/2018.
3. That on 17th August at the Kisumu County Hall Peter Kiprotich Bett appeared before the Commission representing the claimants.
4. He stated that their claim was against the British Colonial Government.
5. He further stated that he had furnished the Commission with a Memorandum in which they had framed their historical injustice claim.
6. They also stated that they had appeared before the Task for on Historical Land Injustices on 24th September in Kericho.
7. The subject parcel being the multinational teas farms namely; Uniliver, George Williamson, Sotik Tea, Kasuku and other small ones.
8. The Commission was informed that the subject parcels were within Kericho County and the larger Bomet County.
9. The Claimant further stated that one Arap Chemororei & the Kispigis clans faced a lot of problems while trying to negotiate with Britons over the land that they had been evicted from.

10. The claimants prayed that;

- a) They be compensated for the Killings and mental and physical tortured that meted on the Kipsigis clan
- b) They be compensated for the forceful recruitment of their youths to fight British war fares.
- c) They wanted to be granted the graveyards for their ancestors that were within the multinational estates.
- d) They further prayed that the 1951 ruling issued by the court in Kericho should be upheld.

11. The Claimants further stated that they were being evicted from the Mau Forest and prayed that the Commission intervenes.

Preliminary Findings

12. The Commission was able to note during the hearings that some of the prayers by the Claimants were beyond the remedies that the Historical land Injustices Committee could offer.

13. The Commission required the claimants to narrow down their issues specifically to matters of land and the compensation for the loss thereon.

14. The Commission directed that the Claimants to amend their complaint in accordance with the Historical Injustices Committee framework taking into consideration the provisions of Section 15 of the National Land Commission Act, 2012.

15. The Commission advised the claimants to establish the specific land reference numbers of the subject parcels and seek to enjoin the various tea estates as parties to their claim.
16. The Commission therefore informed the Claimants to appear before it on the 14th of September 2019 at its offices in Nairobi for purposes of carrying out further hearings with respect to their claim.
17. The Commission noted that the Mau Forest eviction was a matter pending in court and therefore, the Commission cannot hold parallel hearings for the simple fact that it was barred by the rule of sub-judice.

Further Claimants Case.

18. On 14th September 2018 the claimants appeared before the Commission in Nairobi as earlier directed and on this day they were represented by one Judith Cherotich and Peter Kiprotich Bett but were not ready to proceed.
19. The Commission directed them to furnish the legal team with their amended complaint for purposes of consideration by the Commission.
20. The Claimants further wrote a letter to the Commission dated 11th December, 2018 in which they stated that it had come to their attention that there were negotiations between the British Government and the County Governments of Kericho and Nandi,

through their governors who were seeking that upon expiry of the respective leases the same be issued to them yet the Borowo and Kipsigis Clans were in fact the rightful owners.

21. This information further stated that it had been captured on page 9 of the Daily Nation Newspaper of 10th December 2018.
22. The claimants further outlined the following issues that they needed the immediate response by the Commission;
 - a) They were not involved in the negotiations between the British Government and the Governors of Kericho and Nandi Counties on how that land upon which leases have expired will be dealt with. Having in mind that they were the rightful owners they expected that upon expiry of the subject leases the land will revert to them and not the respective Counties.
 - b) They also wanted to establish the status with respect to the investigations being carried out by the Commission.
 - c) They also wanted that negotiations with respect to the subject parcels be stayed by the Commission pending the Commission's outcome on their claim.

Commission Recommendations on the Claim

23. The Commission made the following recommendations pursuant to Article 67 (2) (e) of the Constitution and section 15 of the National Land Commission Act, 2012:

- a) The claim was allowed
- b) A resurvey should be done on the lands being held by tea estates to determine if there is any surplus land to be held in trust for the community by the county government
- c) County government and the multinationals to sign MOU for the multinationals to provide public utilities to the community
- d) Renewal of leases to these lands be withheld until agreement is reached with respective county governments of Kericho and Bomet.
- e) That the County Governments of Kericho and Bomet are hereby directed by the Commission that upon expiry of the subject leases, the claimants herein should be prioritized when it comes allocation of the subject parcels.

Petitioner's prayers to the National Assembly through the Departmental Committee on lands

- 1. That the committee intervenes to ensure a fresh and transparent recognition of the matter of dispossession without compensation of both the Chemororei and Borowo family affair and the larger circumstances of the aforesaid Kimolot affair.**

As regards the above National Land Commission undertook historical land injustices investigations as outlined above in claim

No.NLC/HLI/173/2017 and files the above report as contained in the hearing and determination of 17th November, 2018 & 14th September, 2018.

- 2. To consider the evictions of the Kipsigis that commenced on February 26, 1952 to have been unlawful. Undue, unjust and gross of human rights and dignity of the aforesaid victims.**

- The Commission was able to note that during the hearings the prayers that were being prayed for by the Claimants were beyond the remedies that the Historical land Injustices Committee could offer.
- The Commission required the claimants to narrow down their issues specifically to matters of land and the compensation for the loss thereon.
- The Commission directed that the Claimants to amend their complaint in accordance with the Historical Injustices Committee

framework taking into consideration the provisions of Section 15 of the National Land Commission Act, 2012.

3. To find the aforesaid evictions to have been a direct contravention of the existing laws of Kenya and also of the United Nations Universal Human Rights Declaration to which the United Kingdom was signatory in 1948. Three years prior to the findings.

- Whereas the Commission acknowledged this to be true the prayer is beyond the remedies outlined in section 15(9) of the NLC Act, 2012

4. To ensure that the aforesaid victims are compensated for the loss of property, income, pain and suffering including unlawful prosecution and detention

- This prayer was allowed by the commission on the part of land and proceeded to make the following recommendations
 - A resurvey should be done on the lands being held by tea estates to determine if there is any surplus land to be held in trust for the community by the county government
 - County government and the multinationals to sign MOU for the multinationals to provide public utilities to the community

- Renewal of leases to these lands be withheld until agreement is reached with respective county governments of Kericho and Bomet.
- That the County Governments of Kericho and Bomet are hereby directed by the Commission that upon expiry of the subject leases, the claimants herein should be prioritized when it comes allocation of the subject parcels.
- With regard to rate and rent on such lands the commission recommended that these should be enhanced to benefit national and county governments
- All 999 year leases to be converted to 99 as per constitutional requirements

The other prayers on pain and suffering including unlawful prosecution and detention were to be dealt with elsewhere as they fall outside the purview of section 15 of the NLC Act, 2012.

5. That the Borowo and Chemorore families be allowed to manage the said land henceforth or be paid the equivalent of the same at market rates.

This prayer is subsumed by the response to prayer no 4 above.

6. Make any other order it deems fit in the circumstances of this matter

This prayer is also subsumed by the response to prayer no 4 above.

PENDING COURT CASES ON THE MATTER.

- After the Commission gazetted the recommendations outlined in no.4 above through Kenya Gazette notice no.1995 of 1st March,2019 and before the recommendations were forwarded to implementing authorities, the multinational tea firms that include; James Finlays Kenya Limited,Sotik Tea Company. Sotik Highlands Tea Company Limited,Chongoi/Lelsa Tea Estate Limited,Tinderet Tea EstateLTD, Kaimosi Tea Estate LTD. Kapchorua Tea PLC,Kipkebe LTD,Nandi Tea Estates LTD.Kaisugu LTD,Emrock (EPZ)Tea Factory LTD, being members of Kenya TEA Growers Association, challenged the National Land Commission recommendations in the High Court of Kenya at Nairobi through JR.MISC.APPLICATION No.95 of 2019.The other parties to this application are the County Government of Kericho and the County Government of Bomet .They are seeking to have the High Court to quash the gazette notice that gazette the recommendations of the Commission to the 3 above claim and many others.

- **Conclusion**

National Land Commission has adequately responded to the Historical Land Injustices claim of the Chemororei and Borowo on the part that is relevant to section 15 of the National Land Commission Act, 2012 but is open to recommendations of Parliamentary Committee on Lands as regards the matter.

PETITION NO.3

BY RESIDENTS OF MATISI COMMUNITY IN KITALE ON COMPENSATION OF LAND OWNED BY THE MATISI COMMUNITY – ALONG KITALE-ENDEBESS-SUAM ROAD

Hon. Chair

A)STATUS OF COMPENSATION OF LAND OWNED BY MATISI COMMUNITY EARMARKED FOR ACQUISITION FOR THE EXPANSION OF THE KITALE-ENDEBESS- SUAM ROAD.

- i. The Commission confirms that it is undertaking land acquisition for on behalf of the Kenya National Highways Authority (KeNHA) after receiving a request from the Cabinet Secretary – Ministry of Transport Infrastructure, Housing and Urban Development Ref: Ref. MOIHUD/I I At29.4IYol.2 dated 28th August, 2017.
- ii. The acquiring body (KeNHA) identified the land to be acquired for the road expansion and prepared an acquisition plan together with a list of affected parcels which formed the basis for the Commission's Gazettment of intention to acquire.
- iii. The notice of intention to acquire was published in the Kenya Gazette as notice number 9488 dated 14th September 2018 & 11106 26th October, 2018 and served upon interested parties as per provisions of section 107 of the land Act 2012.
- iv. The Commission then proceeded to conduct inspections and record the improvements affected by the road expansion for purposes of

undertaking initial verification and also to inform the determination of just compensation through valuation. This exercise was undertaken in the presence of land and property owners and also in collaboration with KeNHA and local administration.

- v. The Commission published a notice of inquiry and also served the interested parties as per dictates of section 112 of the Land Act as notice number 4496 dated 10th May 2019.
- vi. Inquiry sittings were held as per the schedule published in the gazette notice observing the principle of subsidiarity and ensuring proximity to affected persons. This is the third verification level where interested parties present to the Commission identification and land ownership documents for purposes of determining the respective payees.
- vii. The Commission finalized on the inquiry but various issues requiring Gazettment of addendums and Corrigendum were identified. These will however await the appointment of new Commissioners so that the Commission is fully constituted.
- viii. The Commission is in the meantime finalizing on valuations to determine the compensation payable to affected persons.

B) MEASURES TAKEN TO ENSURE THAT RESIDENTS OF MATISI NOT LISTED IN THE GAZETTE NOTICE ARE CONSIDERED FOR COMPENSATION FOR THEIR LAND AND PROPERTY EARMARKED FOR ACQUISITION OR DEMOLITION.

- i. The power to acquire land that is vested in the Commission is limited to acquisition of **private land for public use or in public interest.**
- ii. Identification of land to be acquired is the domain of the acquiring bodies as guided by existing approved property maps delineating parcel boundaries and extents of public utility land like roads and railways.
- iii. The Commission as the manager of public land for both National and County Governments undertakes physical and legal verification of land to ensure that compensation is not paid for public land. This includes road reserves and other public utility land like schools, playing fields etc.
- iv. The Commission was informed by KeNHA that some Matisi community members have built on part of the road reserve as per existing survey maps of the area which sets the road corridor at 60 m. It is this information that informed KeNHA's list of affected lands.
- v. The Commission together with KeNHA also noted that the land owners (occupiers) hold titles for the mentioned part road reserve issued upon purchase.

- vi. The Commission however is amenable to compensation of structure owners erected on such land on consideration of occupiers in good faith and will advise KeNHA accordingly. The Commission however needs to further consult/engage the District/County Surveyor, Land registrar and County Physical planner and other relevant stakeholders to shed more light on the matter before giving its recommendations.
- vii. This is supported by the Constitution of 2010 and barring any overwhelming evidence to the contrary, it is the Commission's position that residents of Matisi fall within this category as we understand that most are purchasers and not 1st time allottees.
- viii. Compensation of occupiers in good faith who hold no title does not require their listing in the Kenya gazette. Physical identification of the affected developments has been done and personal identification of owners of the developments is the next anticipated step.
- ix. It is also the Commission's stand that no demolitions should precede compensation and therefore KeNHA should whatsoever not carry out any demolitions.

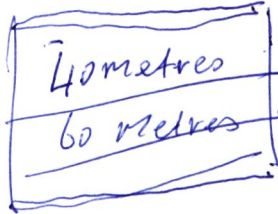
PETITION NO. 4

**PETITION BY HON. ANDREW MWADIME MP ON BEHALF
OF TAITA TAVETA TEACHERS INVESTMENT COMPANY
LIMITED ON ILLEGAL OCCUPANCY OF LAND OWNED BY
TAITA TAVETA TEACHERS INVESTMENT COMPANY
LIMITED**

Hon. Chair,

We request for more time to respond to this matter. The information we have gathered so far may not be not sufficiently respond to the issues raised in the petition. Kindly grant us fourteen more days.

PETITION NO. 5



**PETITION BY HON. DAVID GIKARIA MP ON BEHALF OF
MRS. JULIET NYAGUTHII, A RESIDENT OF NAKURU
COUNTY ON PUBLIC ACCESS AND USE OF PUBLIC
UTILITY PLOTS IN NAKURU WEST WARD.**

Hon. Chair,

We request for more time to respond to this matter. The petition raises issues with particular LR numbers located in Nakuru that may require field visit and verification of documents which we were not able to accomplish by the time of preparing this report. Kindly grant us fourteen more days.

A handwritten signature in blue ink, appearing to read "Kabale Tache Arero".

KABALE TACHE ARERO
Ag. SECRETARY/CEO

ANNEXTURE III

SUBMISSIONS BY THE CABINET SECRETARY MINISTRY OF LANDS AND PHYSICAL PLANNING



MINISTRY OF LANDS AND PHYSICAL PLANNING

PETITIONS FROM THE NATIONAL ASSEMBLY DEPARTMENTAL COMMITTEE ON LANDS

Honourable Chair,

Pursuant to a letter Ref: NA/DC/LANDS/2019(035) dated July 24, 2019, the Departmental Committee on Lands invited the Cabinet Secretary, Ministry of Lands and Physical Planning to a meeting on August 6, 2019 to consider the following petitions-

1. Petition by Mr. Philip Njuguna on behalf of the residents of Kandara Residents Association on irregular renewal of leases of land by Delmonte Kenya Limited
2. Petition by Honourable Andrew Mwadime, Member of Parliament, on behalf of Taita Taveta Teachers Investment Company Limited on illegal occupation of land owned by Taita Taveta Teachers Investment Company Limited
3. Petition by Honourable David Gikaria, Member of Parliament, on behalf of Ms. Juliet Nyaguthii, a resident of Nakuru County, on public access and use of public utility plots in Nakuru West Ward
4. Petition by Honourable Alfred Agoi Masadia, Member of Parliament, on behalf of Mr. Thomas Anzeze Musila on irregular transfer and subdivision of land belonging to Mr. Thomas Anzeze Musila

Honourable Chair, I wish to respond as follows: -

1. PETITION NO. 50 OF 2019 BY MR. PHILIP NJUGUNA ON IRREGULAR RENEWAL OF LEASES OF LAND BY DELMONTE KENYA LIMITED

1.1. Petition

The petition is submitted by Mr. Philip Njuguna on behalf of Kandara Residents Association, which draws its members from Murang'a and Kiambu counties. The

petitioners claim to be the original owners of land presently occupied by Del Monte Kenya Limited but were illegally displaced and the land was leased to the company.

The petitioners are aggrieved that the County Government has renewed the leases for the company without first involving the public contrary to Section 13 of the Land Act, 2012, which provides that, at the expiry of a leasehold tenure, the National Land Commission shall inform the lessee of his or her pre-emptive right to allocation of the land upon application, provided that-

- i. such lessee is a Kenyan citizen, and
- ii. the land is not required by the National or County Government for public purposes.

The Petitioners state that, by proceeding to unilaterally renew the lease, the County Government of Murang'a not only usurped the exclusive power vested in the Commission to renew leases, but also side-stepped the constitutional principle of public participation to determine whether the public also had an interest in the land. According to the petitioners, this is in total disregard of the resolutions of Kandara residents made on February 7, 2017.

The Petitioners also allege that the Commission intends to renew the leases despite recommending on February 7, 2017 that, to address the historical land injustice, the County Government of Muranga should retain adequate amounts of land for settlement of claimants and public purpose when the leases expire in May 2019.

The petitioners are concerned that their hope of reclaiming ancestral land at the expiry of the lease held by Del Monte Kenya Limited will be permanently curtailed. They therefore request the National Assembly through the Departmental Committee on Lands to inquire into the matter with a view to ensure that the process of renewing the leases are conducted within the law and in a transparent and participatory process that takes into account the rights and interests of members of Kandara Residents Association over the said land.

1.2. Response

Honourable Chair, wish to respond as follows-

Del Monte land in Kenya is situated in Kiambu and Muranga Counties. The Government of Kenya purchased several parcels of land from the British

Settlers/Companies for leasing to Del Monte Corporation on behalf of California Packing Company (CALPAK). The lease agreement was made on June 3, 1965. This was in order to promote the acceleration of pineapple fruit cultivation and processing in Kenya. The parcels of land leased to Del Monte Kenya Limited are as shown in **Annexure 1**.

The Petitioners are concerned with land held by the company situated in Muranga. As per our records, and as tabulated in Annexure 1, **L.R. No. 12158** measuring approximately **2900 acres** is currently registered in the name of Del Monte Kenya Limited and falls within Muranga County. **L.R. No. 12158** arose out of amalgamation of LR. Nos. 10862, 10741, 4987, 11312, 2953, 4873 and 11146.

The term of the Lease is **49 years** from May 1, 1973. The lease expires on **May 1, 2022**. An application for extension has been made to the National Land Commission and the County Government and is undergoing consideration as per the provisions of the Land Act, 2012 and the Physical Planning Act, Cap 286 of 1996. The Ministry is not aware of any approval of the extension of lease granted by the County Government of Murang'a in respect of any Del Monte Kenya Limited.

A copy of the official search is attached marked **Annexure 2**.

2. PETITION NO. 52 OF 2019- BY HONOURABLE ANDREW MWADIME MP ON ILLEGAL OCCUPANCY OF LAND OWNED BY TAITA TAVETA TEACHERS INVESTMENT COMPANY LIMITED

2.1. Petition

The petition dated June 4, 2019 has been presented by Honourable Andrew Mwadime, Member of Parliament for Mwatate Constituency on behalf of Taita Taveta Teachers Investments Company Limited. The company is said to have at least 1,200 shareholders comprising teachers and non-teachers. Its core business is to acquire and subdivide land for the benefit of the members.

The Petition states that the company purchased various parcels of land measuring approximately 122.7 acres at Mshomoroni area (Junda Creek) in Kisauni Constituency of Mombasa County known as-

- i. Mainland North/Section 11/56
- ii. Mainland North/Section 11/57 and 293
- iii. Mainland North/Section 11/765 and 766
- iv. Mainland North/Section 11/767
- v. Mainland North/Section 11/771
- vi. Mainland North/Section 11/222

From the petition, unscrupulous individuals invaded the said parcels and irregularly sold them off to other people who have since settled thereon. There are currently over 1000 illegal occupants. Efforts to address the issue through the county administration and various leaders have borne no fruits.

This Committee has therefore been invited to intervene to resolve the matter through the Ministry of Lands and Physical Planning to: -

- i. halt further developments on the properties;
- ii. Investigate the illegal occupations on the property; and
- iii. Recommend to the Ministry to resettle the bona fide squatters.

2.2. Response

Honourable Chair, I wish to respond as follows-

According to our records, parcels Mainland North/Section 11/56, 11/57 and 293, 11/765 and 766, 11/767 and 11/771 are registered in the name of Taita Taveta Investments Limited. While parcel Mainland North/Section 11/222 is registered to Mohamedali Sueliman Essaji. Copies of the official searches are attached marked **Annexures 3a, b, c, d, e & f.**

The Ministry is not empowered to halt invasion and developments on private property, since there are established legal mechanisms to address such concerns.

We propose that investigations on the alleged illegal occupation be done by the Departmental Committee on Lands, the Ministry of Interior and Coordination of National Government and the County Government to come up with a sustainable solution to the problem.

3. PETITION NO. 49 OF 2019- BY HONOURABLE DAVID GIKARIA MP ON PUBLIC ACCESS AND USE OF PUBLIC UTILITY PLOTS IN NAKURU WEST WARD

3.1. Petition

The petition has been presented by Honourable David Gikaria, Member of Parliament for Nakuru Town East Constituency on behalf of Ms. Juliet Nyaguthii, a resident of Nakuru County.

The Petition states that residents of Nakuru East Ward wrote to the then Municipal Council of Nakuru in the year 2005, seeking permission to access seven (7) parcels of land within the municipality for public utilities as follows-

- i. LR. Nos. 12570/183 (market)
- ii. LR. Nos. 12570/184 (water reservoir)
- iii. LR. Nos. 12570/185 (market)
- iv. LR. Nos. 12570/186 (religious institutions)
- v. LR. Nos. 12570/187(primary schools)
- vi. LR. Nos. 12570/188 (service station)
- vii. LR. Nos. 12570/189 (nursery school)

According to the petition, the then Municipal Council Clerk acting on the instructions of the said residents wrote to the then Commissioner of Lands on October 18, 2005 to seek advice on how the properties could be transferred to the Municipal Council for public utilities. There has been no response to the letter.

The Petition claims that the parcels of land are idle making them susceptible to land grabbing. It is also claimed that some people referred to as “private developers” constructed a fence around the parcels but it was brought down by members of the public. In October 2, 2018, the National Land Commission’s Coordinator in Nakuru County wrote to invite the Commission to pay a site visit to the subject parcels but the Commission did not pursue the matter.

It is claimed that the failure by both the Commission and the Ministry of Lands and Physical Planning to deal with the issue has heightened tension between the residents and the “private developers” laying claim to the parcels.

It is in view of the above that the petitioners seek redress from the Parliamentary Committee on Lands to intervene and investigate ownership status of the properties to safeguard them.

3.2. Response

Honourable Chair, I wish to respond as follows-

According to our records, the parcels in question are private land committed as shown in the schedule marked **Annexure 4**.

Copies of the official search are also attached marked **Annexure 5a, b, c, d, e, f & g**.

4. PETITION NO. 40 OF 2019 BY HONOURABLE ALFRED AGOI MASADIA, MP ON IRREGULAR TRANSFER AND SUBDIVISION OF LAND BELONGING TO MR. THOMAS ANZEZE MUSILA

4.1. Petition

The petition has been presented by Honourable Alfred Agoi Masadia, Member of Parliament for Sabatia Constituency on behalf of the family of Mr. Thomas Anzenze Musila.

From the petition, the subject property **KAKAMEGA/VIYALO/1** measuring approximately 2.8 acres was originally registered in the name of the late Mzee Hezekia Musila Chelanga. It is stated that the original title got lost and a report was made to Kitale Police Station under OB No. 43/26/8/96. The deceased is said to have transferred the property to his son, Thomas Anzenze Musila on March 19, 1998 and that an affidavit was sworn by the deceased to confirm the sale and loss of the title.

The petition states that an official search obtained from the Kakamega Lands Registry by Thomas Anzenze Musila on August 30, 2005 revealed that the property was transferred to his brother, Samson Musila using the lost title and that subsequent subdivisions had been registered (i.e **N/MARAGOLI/VIYALO/1661** registered in the name of Ephraim Andefa Ngereso and **N/MARAGOLI/VIYALO/1662** registered in the name of Beatrice Night Opiyo).

The family claims that there an existing court order requiring them to vacate the property. They claim that they have tried to resolve the matter through the relevant agencies to no avail. They have thus invited this Committee to make an inquiry into the matter and to request the Cabinet Secretary, Lands and Physical Planning to provide information on the property.

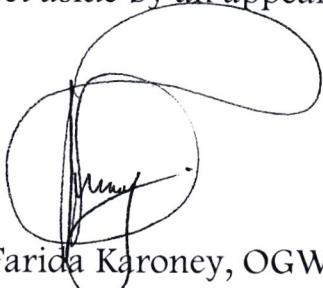
4.2. Response

Honourable Chair, I wish to respond as follows-

According to records available at Vihiga Lands Registry, the parcel of land **KAKAMEGA/VIYALO/1** measuring approximately 2.8 acres was originally registered in the name of the late Mzee Hezekia Musila Chelanga. It was subsequently subdivided into two (2) portions to create parcels numbers 1654 and 1655 for the benefit of the Thomas Anzenze Musila and Samson Musila Chelanga respectively.

Parcel number 1654 is still intact while parcel number 1655 was further subdivided by Samson Musila Chelanga to create parcel numbers 1660-1663. Parcel number 1660 was further subdivided to create parcel numbers 1714 and 1715. However, we have noted from records that these parcels are subject to court litigation. Copies of the green cards are attached marked **annexures 6a, b, c, d and e** indicating ownership.

The matter has already been adjudicated by a court of law. The orders can only be set aside by an appeal to the court.



Farida Karoney, OGW
CABINET SECRETARY

August 6, 2019

Annexure 1

No	Farm Name	L.R. No.	Acreage.	Proprietor	Term of lease	Date of expiry	Remarks/Status of extension of lease
Kiambu County							
1.	Anglo – French Estate Company Limited Farms	10733	1,307 acres	Del Monte Kenya Limited	49 years from 3/5/1972	3/5/2021	Application tendered.
		10735	7,900 acres				
		9213/1	513 acres				
		311/2/1	10 acres				
		12157	3938.4 Ha				
	13169	24.28 Ha	Kenya Canners Ltd	49 years from 1/5/1973	1/5/2022	LR. No. 12157 was subdivided into 12157/2,3,4,5 & R.	
						LR. No. 13169 sold to Ananas Holdings Limited. The parcel was later converted to Thika Municipality Block 14/12	
							Application tendered.
2.	Gatunyaga Farm	12203	2,133Ha	Del Monte Kenya Limited	49 years from 1/7/1970	1/7/2019	The lease has expired. Application tendered.
							LR. No. 12203/2 measuring 56.5Ha excised.
Muranga County							
3.	Chui Estate	12158	2900 acres	Del Monte Kenya Limited	49 years from 1/5/1973	1/5/2022	An amalgamation of LR. No. 10862, 10741, 4987, 11312, 2953, 487 3 and 11146 Application tendered.

Annexure 2

74216/11

REPUBLIC OF KENYA

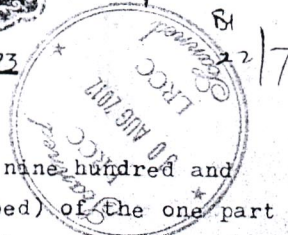
THE REGISTRATION OF TITLES ACT

(CHAPTER 281)

GRANT: NUMBER I.R. 27082

ANNUAL RENT: K.Shs. 168,000

TERM 49 YEARS FROM THE 1ST DAY OF MAY 1973



WHEREAS by an Agreement dated the Third day of June One thousand nine hundred and sixty-five and made between Del Monte Corporation (therein described) of the one part and the Government of the Republic of Kenya (hereinafter called "the Grantor") of the other part (such agreement being hereinafter referred to as "the Main Agreement") it was agreed (inter alia) that at the option of the said Del Monte Corporation the Grantor would grant or procure to be granted to the said Del Monte Corporation or its nominee a Lease or Leases of a piece or pieces of land comprising up to Twenty thousand acres of arable agricultural land suitable for the production of an estimated One Hundred and Thirty-five Thousand tons or more of pineapple or other processing crops or rotation crops necessary for good pineapple culture per annum at such rent and generally upon such terms and conditions as are specified in the Main Agreement AND WHEREAS with respect to land known as "former scheduled areas" it was agreed that such leases as aforesaid would be in respect of land as designated by Calpak (therein described) in so far as concerns location acreage and time of purchase PROVIDED ALWAYS that such designation was reasonable AND WHEREAS with respect to land known as "former non-scheduled areas" it was agreed that the location acreage, time of purchase and all other details must be mutually agreeable to all parties concerned including Government Calpak and the then owners (Calpak being entitled to veto the Grant to it of a Lease or Leases of land of which it should deem the price to be too high) AND WHEREAS pursuant to the Main Agreement the Grantor has purchased a piece of land hereinafter more particularly described and known as Land Reference Number 12158 of which approximately Two Thousand Nine Hundred (2,900) acres are arable agricultural land suitable for the production of pineapple or other processing crops necessary for good pineapple culture within the meaning of the Main Agreement as the same is more particularly described in a Valuation (hereinafter called "the Valuation") dated the 27th day of May One Thousand Nine Hundred and Seventy one and a copy of which is annexed hereto AND WHEREAS the said Del Monte Corporation has nominated KENYA CANNERS LIMITED (hereinafter called "the Grantee") as its nominee for the purpose of taking this Grant AND WHEREAS the Grantor and the Grantee have agreed that the Grantor will grant and the Grantee will take a Lease in the terms both as to rent and otherwise of this Grant: KNOW THEREFORE ALL MEN BY THESE PRESENTS that in consideration of the premises and of the rent hereinafter reserved and of the covenants conditions agreements restrictions stipulations and provisions hereinafter contained or implied and on the part of the Grantee to be performed and observed the Grantor HEREBY GRANTS unto the Grantee ALL THAT piece of land situate adjoining Thika Municipality in the Thika District of the said Republic containing by measurement Two Thousand Nine Hundred and Seventy-two decimal eight (2972.8) hectares or thereabouts less Road Reserve of Nine decimal Seven (9.7) hectares or thereabouts that is to say Land Reference Number 12158 which said piece of land with the dimensions boundaries thereof is delineated in the plan annexed hereto.

ONS A-11-11-11

TOGETHER with the buildings and improvements erected and being thereon (hereinafter called "the said premises") TO BE HELD by the Grantee for a term of Forty-nine years from the First day of May One thousand nine hundred and seventy-three (hereinafter referred to as "the said term") SUBJECT TO:-

(a) the Payment of the annual rent of Kenya Shillings One Hundred and Sixty-eight Thousand (K.Shs.168,000/-) and so in proportion for any period less than a year such rent to be payable by equal quarterly instalments in advance of Kenya Shillings Fifty-six Thousand (K.Shs.56,000/-) each on the First day of May the First day of August the First day of November and the First day of February in each year:

(b) the Government Lands Act (Chapter 280):

AND SUBJECT ALSO to the following stipulations:

1. The Grantee to the intent that the obligations hereinafter set or may continue throughout the continuance of the said term covenants and agrees with the Grantor as follows:-
 - (a) To pay the rent hereby reserved in Kenya currency to the Grantor at Nairobi in the said Republic at the times and in the manner aforesaid:
 - (b) To pay all rents taxes rates assessments water electricity sanitary conservancy and other charges whatsoever which now are or may hereafter be assessed or imposed on the said premises or any part thereof or on the Grantor or the Grantee in respect thereof by the Government or any Municipal Township local or other authority including any rate payable under the Rating Acts and/or any substituted or additional rate or rates PROVIDED THAT the Grantor guarantees that no discriminatory real property taxes or rates shall be imposed on the Grantee although normal local authority rates will be payable by the Grantee PROVIDED FURTHER HOWEVER THAT if such taxes or rates should in any year amount to more than Two per cent (2%) of the cost of the land to the Government of the said Republic the rental payable hereunder shall forthwith be reduced by an amount sufficient to reimburse the Grantee for such excess. "Land" in this context shall mean land only and shall exclude Fixed Assets as defined in the Valuation:
 - (c) To use the said premises for the agricultural purposes set out in the Main Agreement and to construct such dwelling houses stores offices barns godowns and other buildings and improvements as may be convenient in connection with such agricultural purposes PROVIDED THAT parts of the land may be used for such other agricultural purposes as shall have been or shall hereafter be agreed in writing by the parties hereto:
 - (d) To perform and observe all the covenants and agreements in the Main Agreement on the part of the said Del Monte Corporation which relate to the leasing of the said premises and which covenants and agreements were entered into by the said Del Monte Corporation on behalf of the Grantee:
 - (e) To keep all bridges culverts ditches watercourses and furrows drains damwalls and spillways (if any) and all soil conservation works and dams on the said premises in such good order and condition and properly cleaned and to such standard as may from time to time be required by the Water Bailiff or other the proper person duly authorised for the purpose and also to keep all farm roads and paths on the said premises in good repair PROVIDED THAT the Grantee shall have the right to alter remove or construct such dams bridges culverts farm roads and other structures as it may see fit subject always to the obtaining of the necessary consents under the water Act or any other statutory legislation appertaining thereto:

12/2/08 23

- (g) Not to commit or knowingly and willingly permit or suffer waste or spoil of any part of the said premises nor to permit any encroachment or systematic trespass upon the same and to use its best endeavours to prevent the acquisition of any new rights of way public or private or easements over any part of the said premises Notwithstanding the prohibition against waste hereinbefore contained the Grantee shall be permitted at any time and in its entire discretion to cut out all or any of the coffee trees growing on the said premises:
- (h) To permit the Grantor or any agent appointed by it to enter upon the said premises in the presence of a duly authorised representative of the Grantee at all reasonable times:
- (i) To yield up the said premises at the determination of the term hereby granted in such a state of repair condition and cultivation as shall be in compliance in all respects with the Grantee's covenants herein contained:
2. The Grantor hereby covenants and agrees with the Grantee as follows:-
- (a) To perform and observe all the covenants and ~~agreements in the Main Agreement~~ on the part of the Government of the Republic of Kenya which relate to the leasing of the said premises:
- (b) To permit the Grantee to erect such fences as the Grantee may require to erect along the boundaries of the said premises the Grantee being entitled to remove the same on or before expiration or sooner determination of the term hereby granted:
- (c) To permit the Grantee to erect such buildings and other structures on the said premises as the Grantee may require AND the Grantee shall have the right to adapt convert demolish or reconstruct such buildings or structures during the term hereby granted or any extension thereof where such adaptation conversion demolition or reconstruction is in the interests of good estate management PROVIDED THAT no building erected on the said premises shall be demolished by the Grantee without the written consent of the Commissioner of Lands during the last ten years of the term hereby granted AND PROVIDED FURTHER THAT such consent shall not be unreasonably withheld in the context of good estate management or development AND PROVIDED FURTHER THAT notwithstanding anything herein contained the Grantee shall at any time prior to the expiration of the term hereby granted or any extension thereof have the right to remove from any such buildings or structures any machinery equipment and fixtures appertaining solely to the Grantee's trade or business making good any damage caused thereby:
- (d) To permit the Grantee on its paying the rent hereby reserved and performing and observing the covenants agreements conditions stipulations and provisions on its part herein more particularly set out peacefully to hold and enjoy the said premises during the term hereby granted without any interruption by the Grantor or any person rightfully claiming under or in trust for it:
3. PROVIDED ALWAYS AND IT IS AGREED as follows:-
- (a) That if the rent hereby reserved or any part thereof shall be in arrear for the space of Thirty days next after the same shall become due or if there shall be any breach non-performance or non-observance by the Grantee of any of the covenants agreements and conditions hereinbefore contained and on its part to be performed and observed and if the Grantee shall have failed to comply within Thirty days with the terms of a notice from the Grantor specifying such non-payment of rent or an actual breach of such covenants agreements or conditions and requiring the Grantee to remedy the same or if the Grantee or any assigns of the Grantee being a company shall enter into

Annexure 2

12/20082/35

CHUI ESTATE - THIKA

VALUATION REVISION - DEPARTMENT OF LANDS, MAY 1971.

This revision should be attached to the previous valuation report marked: Department of Lands - October, 1969.

In the interval since the last valuation there have been significant changes in the economy of this estate and a revision of the earlier valuation is necessary.

SISAL.

Previously, sisal was being cut on the estate and processed by Kakuzi Fibrelands Limited (ltd) on a Royalty basis. This agreement has now ceased and at the present time no sisal is being cut.

There are still approximately four thousand (4,000) acres of existing sisal of which approximately three thousand (3,000) acres are worth cutting and processing if this is possible. There is some excellent leaf and cutting out should yield at least one third ton of fibre per acre and possibly a half (½) ton. The short term market for sisal is firm and at a probable average of Pound seventy five (£75) c.i.f. London the value of say One thousand (1,000) tons of fibre as stored on the estate is approximately £K 50,000. It would therefore certainly be worth exploiting if possible. If an early purchase can be made it could be possible to cut and process the leaf using Gatua Nyaga factory.

As Kakuzi are no longer operating sisal on this estate the previous calculations are no longer valid. It is not possible to be specific on the present value of the sisal enterprise but the following is considered to be a reasonable assessment:

Revised Value of Sisal:

Assume One thousand (1,000) tons of fibre can be processed worth:	£K 50,000
Allow Fifteen per cent (15%) as the value uncut in the field	= £7,500

COFFEE

Since the earlier valuation the overall position of the coffee plantation has greatly improved for the following reasons:

- 1) New management and fertiliser policy has improved yields. This showed in the 1970 season with a crop of two hundred and fifty two (252) tons or over 15½ cwt. per acre.
- 2) There has been a marked improvement both in disease control and prices.

In 1969 my estimates were based on eight (8) cwt. per acre and a price of pounds two hundred and eighty (£280) per ton. New management methods will have increased costs as well as yields and the present value of the coffee enterprise should now be based on a revised calculation as follows:

Revised Value of Coffee:

322 acres Coffee of which 300 acres are in good order.	
Allow 300 acres @ ½ ton	= 150 tons
150 tons @ £320	= £ 48,000

2120082 / 34

-

[illegible]

Grandchild

J. F. O. Rought.

For "the valuation" mentioned on Page One hereto
see annexture.

Fixed costs 300 acres @ £75	=	£22,500	
+ 150 tons @ £60 per ton	=	9,000	= £ 31,500
Margin for Profit:			£ 16,500
Assume 25% return		Y.P.	4

VALUE:

Add for value of 22 acres neglected Coffee

Value of Coffee Enterprise:

£ 66,000
 £ 1,000
£ 67,000

The Summary of Valuation on page 16 of the earlier Valuation should be ammended as follows:

A)	Land Value - as before	£ 25,835
B)	Sisal Enterprise - Revised	7,500
C)	Fixed Assets etc.- as before	12,561
D)	Sisal Machinery - as before	2,250
E)	Power Supply - as before	2,500
F)	Water Supply - as before	4,500
G)	Citrus - as before	1,000
H)	Coffee Enterprise - Revised	67,000

VALUE ESTATE:

£123,146

SAY: £K123,000

I am of the opinion that the earlier valuation while appropriate to the conditions of the estate and market factors applying in 1969, is no longer adequate and that the Current Market Value of Chui Estate is £K 123,000.

There is ample evidence of recent sales in this area of both large scale sisal and coffee estates to confirm this figure.

As a negotiating arguement I would be prepared to recommend an initial offer reduced by the amount of the value attributed to sisal. This would amount to £K 115,500 and I would expect to reach a settlement at a figure of £K 120,000.

D.H. KYDD F.R.I.C.S.

(SENIOR AGRICULTURAL VALUER)

27th. May, 1971.

LAND TITLES REGISTRY, NAIROBI, KENYA
 REGISTRATION DEPARTMENT

REGISTERED NO. 27082/1

22 7 74

2

by virtue of an agreement dated 20th May 1957.

372 Date of Registration 13.11.75 Registrar of

31

Certificate of change of name of Kenya canners limited to Del Monte Kenya Limited.

71

3-289

THE FOLLOWING INSTRUMENT HAS BEEN REGISTERED AGAINST THE TITLE

Charge to Kenya Commercial Bank Limited

For KES 810,000,000

with other lands Subject to No 2 above

Instrument No. 158

4-3-2004

THE FOLLOWING INSTRUMENT HAS BEEN REGISTERED AGAINST THE TITLE

Charge to Commercial Bank of Africa Limited

for KES 350,000,000 with other lands

Subject to Nos 2 and 4 above

159

4-3-2004

THE FOLLOWING INSTRUMENT HAS BEEN REGISTERED AGAINST THE TITLE

Charge to Barclays Bank of Kenya Limited

for KES 327,000,000

(with other lands) Subject to Nos 2, 4 and 5 above

Instrument No. 160

4-3-2004

THE FOLLOWING INSTRUMENT HAS BEEN REGISTERED AGAINST THE TITLE

Charge to Citibank N.A

For KES 117,000,000 (with other

lands) Subject to Nos 2, 4, 5 and 6 above

161

4-3-2004

THE FOLLOWING INSTRUMENT HAS BEEN REGISTERED AGAINST THE TITLE

Charge to New York Life Insurance Company

US\$ 23,000,000 (with other lands)

Subject to Nos 2, 4, 5, 6 and 7 above

162

4-3-2004

Certificate of change of name from Del Monte Kenya Limited to

Cirio Del Monte Kenya Limited

250

24-2004

Annexure 2

THE FOLLOWING INSTRUMENT HAS BEEN REGISTERED AGAINST THE TITLE
Discharge of charge of No 7 above
with other lands.

10
TR 26839

Registration No. 1131 Date of Registration 21-7-2005

Discharge of charge of No 6 above
with other lands.

11
TR 26839

Registration No. 1132 Date of Registration 21-7-2005

Discharge of charge of No 8 above
with other lands.

12
TR 26839

Registration No. 1133 Date of Registration 21-7-2005

THE FOLLOWING INSTRUMENT HAS BEEN REGISTERED AGAINST THE TITLE
Discharge of charge No. 5 above
(with other lands)

1369/15

13
TR 26839

Registration No. 1369 Date of Registration 23-8-2005

THE FOLLOWING INSTRUMENT HAS BEEN REGISTERED AGAINST THE TITLE
Certificate of change of name of Del Monte Kenya Limited to Del Monte Kenya Limited
(With other lands)

14

Registration No. 506 Date of Registration 8-9-2005

THE FOLLOWING INSTRUMENT HAS BEEN REGISTERED AGAINST THE TITLE
Discharge of charge No. 9 above
(With other lands)

206
7/01

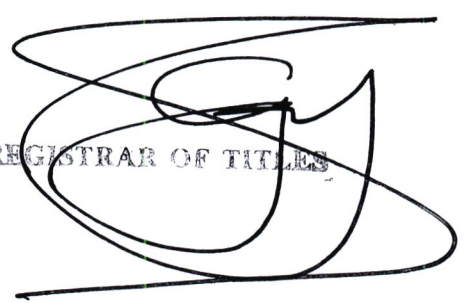
15

Registration No. 877 Date of Registration 13-9-2006

I hereby certify this to be a true copy
of the Original

01.08.2019

REGISTRAR OF TITLES



C. N. Manna *350

ANNEXTURE IV

**SUBMISSIONS BY THE MANAGING DIRECTOR DEL MONTE
KENYA LIMITED**

Kindly note that DMKL is the registered owner as lessee of Land Reference Numbers 12157, 12157/2, 12157/3, 12157/4, 12157/5, 12158, 12203/1, 12203/2, and 13289 (hereinafter collectively referred to as “the parcels of land”). The parcels of land are administratively distributed in Murang’a and Kiambu Counties, respectively, as follows:

Item	Title in LR No.	County	Size in Hectares
1	12157	Murang’a	3938.4
2	12157/2	Murang’a	40.87
3	12157/3	Murang’a	2.987
4	12157/4	Murang’a	2.311
5	12157/5	Murang’a	5.677
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7	12203/1	Kiambu	2101
8	12203/2	Kiambu	56.57
9	13289	Murang’a	22.84
Total			9,143.455

DMKL also holds the following other parcels under private leases or project agreements with various landowners as tabulated below: -

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1	Kakuzi Limited	10731/R & 3534	Murang’a	730
2	Muka Mukuu Cooperative Society	10967	Machakos	373
3	Kayatta Farmers’ Cooperative Society	4532/2, 1850/1 & 1853	Machakos	348
4	Robert Kinuthia Mungai	1363/34	Murang’a	48
5	Lois Nyambura Muguro	13198	Kiambu	44
6	George William Matheka	4532/1	Machakos	36
	Total			1579



Del Monte Kenya Ltd.

November 5, 2019,

Ms. Farida Karoney – Cabinet Secretary,
Ministry of Lands and Physical Planning
ARDHI HOUSE
1st Ngong Avenue, Off Ngong Rd,
P.O. Box 30450-00100,
Nairobi,
Kenya



Re: Request for Survey of Del Monte Kenya Limited Land

Hon. CS Karoney:

As a follow-up to

- 1) Our letter dated 12th June 2019 to the Director of Surveys enclosed herewith,
- 2) Discussions between our colleagues and H.E. President Kenyatta during the recent UN General Assembly in New York, and
- 3) A request made by Maric Fernandez of the US Embassy Nairobi on behalf of Del Monte Kenya during a meeting with The Director of Surveys Mr. John Maina,

I am writing to reiterate our request for a formal survey of the Del Monte Kenya Limited (DMKL) leased parcels of land from the Government of Kenya.

DMKL has over the decades become one of Kenya's most significant contributors to social and economic progress. It currently employs directly over 6,500 locals, provides housing for more than 2,000 employees and their families and supports approximately 28,000 other jobs through local companies associated with its activities. On average the Company moves 4,000 containers through the port of Mombasa every year, ranking it as the largest single exporter of Kenyan products with foreign exchange earnings of over USD 80 million annually. Furthermore, in early 2020 we will be launching a new KES 580 million state of the art fresh fruit packing house, that will create hundreds of new jobs and thousands of out grower opportunities for people in the region. The Company also continues to invest in modern infrastructure & technology, as well as knowledge transfer to Kenyans.

Over the past few months, we have come across reports in the media to the effect that DMKL is occupying and using more land than it is entitled to under its various leases. Such reports allege that we are illegally using between 7,000 - 9,451 acres of public land, which is false and misleading and damages our company's global brand and ability to operate as a partner of the Kenyan Government and Murang'a and Kiambu counties. In our view, such reports have been made maliciously to incite local residents against DMKL.





NJOROGE REGERU AND COMPANY

ADVOCATES, COMMISSIONERS FOR OATHS AND NOTARIES PUBLIC

ARBOR HOUSE, ARBORETUM DRIVE
P.O. BOX 16971-00100 GPO NAIROBI - KENYA

NATIONAL ASSEMBLY
MAIN RECORDS UNIT

30 JUL 2019

DATE: 30th July, 2019
RECEIVED (4)
NAIROBI - KENYA

OUR REF:
L 103/001/NR/GNT/ek

YOUR REF:
NA/DC/LND/2019/(059)

Clerk of the National Assembly
Parliament Building
Parliament Road
Nairobi

advance copy via email: clerk@parliament.go.ke

Attn: Messrs Michael Siala; EBS/Jeremiah W. Ndombi

Dear Sir,



Re: Petition by Kandara Residents Association regarding Alleged Irregular
Renewal of Leases of Land Leased by Del Monte Kenya Limited

=====

We act for Del Monte Kenya Limited ("our Client") on whose instructions we address you as follows in connection with your letter dated 24th July, 2019 which is addressed to Kandara Residents Association:

We note that the letter under reference is not copied to our client. It has also not been served upon our client. Our client has just come across the said letter this morning. Again, our client has not been served with a copy of the Petition which is the subject of the said letter. The Petition is said to be coming up before the National Assembly's Departmental Committee on Lands on 1st August, 2019.

Please note that the issue which is the subject of the Petition, namely, renewal of leases of land currently leased to our client, is the subject of several litigations currently pending before various Courts. Such litigations include:-

Item	Case Number and Parties	Status/Remarks
1	Nairobi High Court Constitutional Petition No. 398 of 2015 Del Monte Kenya Limited -vs- The County Government of Murang'a and 2 Others	Hearing concluded before a 3-judge bench. Judgment scheduled for <u>20th September, 2019</u>

5

NJOROGE REGERU C.ARB
MWANGI KARUME
ELIZABETH NGONDE
GRISHON THUO
PATRICK KARANJA
CLAIRE MWANGI
ROBERT GITONGA
ROSEMARY MURUGU
REGISTRATION

TEL: (254) (020) 2612531/2613646
(254) (020) 3586592/2319224
FAX: (254) (020) 2349211
(254) (020) 2375302
CELL: 0722 206 884/0733 608 141

EMAIL: info@njorogeregeru.com
WEBSITE: www.njorogeregeru.com
DROPPING ZONE NO. 8
REVLON PROFESSIONAL PLAZA
TUBMAN ROAD/BIASHARA STREET

PIN: A001590675Z
VAT NO: 0126004X



Primaries
Member



NJOROGE REGERU AND COMPANY

■ ADVOCATES, COMMISSIONERS FOR OATHS AND NOTARIES PUBLIC ■

ARBOR HOUSE, ARBORETUM DRIVE
P.O. BOX 46971-00100 GPO NAIROBI - KENYA

OUR REF:
D103/001/NR/GNT/ek

YOUR REF:
NA/DC/LND/2019/(059)

DATE:
30th July, 2019

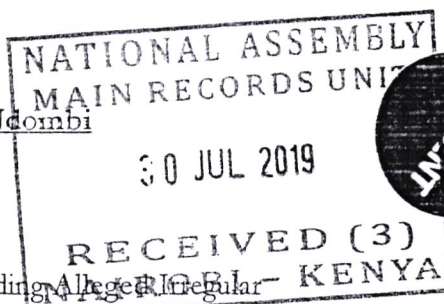
Clerk of the National Assembly
Parliament Building
Parliament Road
Nairobi

advance copy via email: clerk@parliament.go.ke

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ARBOR HOUSE, ARBORETUM DRIVE
P.O. BOX 46971-00100 GPO NAIROBI - KENYA

OUR REF:
D103/001/NR/GNT/ek

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Clerk of the National Assembly

Parliament Building
Parliament Road
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advance copy via email: clerk@parliament.go.ke

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7

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VAT NO: 0126004X



Primerus
Member



NJOROGE REGERU AND COMPANY

2	Amended Complaint to National Land Commission- Kandara Residents Association and Another -vs- Del Monte Kenya Limited	The Amended Complaint was determined vide Determination published in the Kenya Gazette on 1 st March, 2019 although the Determination itself was back-dated to 7 th February, 2019. However, implementation of the Determination has since been stayed by the High Court vide its Order given on 22nd May, 2019 in Petition 48 of 2019
3	Murang'a ELC NO. 53 of 2018 Kandara Residents Association & 4 others vs Del Monte Kenya Ltd & 4 others	The Suit is scheduled for hearing tomorrow, 31st July, 2019
4	ELC Suit No. 86 of 2018 Kenya National Chamber of Commerce and others vs Del Monte Kenya Ltd	The Suit is scheduled for Ruling on <u>19th September, 2019</u>
5	Muranga ELC Constitutional Petition Number 6 of 2018 Ephantus Githae and another vs National Land Commission	The matter came up in Court on <u>25th July, 2019</u> and, to the best of our knowledge, the same has no other date
6	Nairobi High Court Constitutional Petition Number 48 of 2019, Del Monte Kenya Limited vs National Land Commission and Another	The matter is scheduled for hearing on <u>16th October, 2019</u>
7	Thika ELC Number 85 of 2019 Gatuanyaga Residents Association -vs- Del Monte Kenya Limited & 3 others	The matter is coming up for Directions on <u>1st August, 2019</u>

Please note that Kandara Residents Association is a party to three (3) of the 7 litigations aforementioned. These are the litigations referred to in items (2), (3) and (6) herein-above. In fact, the litigations referred to in items (2) and (3) above were initiated by Kandara Residents Association itself. The said Kandara Residents Association has also appeared in the case referred to in (1) above.



NJOROGE REGERU AND COMPANY

In a nutshell, the Petition before the National Assembly is barred by the doctrine and rule of *sub judice*. The said rule of common law prohibits Parliament from considering matters which are the subject of pending Court cases.

The *Sub Judice* rule has been reiterated in Order 89 of the National Assembly Standing Orders, 4th Edition in the following terms:-

“... no Member shall refer to any particular matter which is *sub judice* or which, by the operation of any written law, is secret...A matter shall be considered to be *sub judice* when it refers to active criminal or civil proceedings and the discussion of such matter is likely to prejudice its fair determination...In determining whether a criminal or civil proceeding is active, the following shall apply...civil proceedings shall be deemed to be active when arrangements for hearing, such as setting down a case for trial, have been made, until the proceedings are ended by judgment or discontinuance;

In view of the foregoing, it is clear that the Petition by Kandara Residents Association is *sub judice* and the same is tailored to prejudice the fair trial of the above litigations including the very Suits which were instituted by Kandara Residents Association. It is telling that Kandara Residents Association is attempting to prosecute the same dispute before multiple forums simultaneously thereby abusing the process of the Court as well as that of this August House. In so doing, Kandara Residents Association is effectively vexing and harassing our Client, a trend that should not be allowed to continue.

We do note that under Standing Order 223 (g) and (h), Kandara Residents Association is under an obligation to disclose, within the body of the Petition, whether any efforts have been made to have the subject matter of the Petition addressed by a relevant body and whether there has been any response from that body or whether the response has been unsatisfactory. Further, Kandara Residents Association is obliged to disclose whether the issues in respect of which the petition is made are pending before any court of law or other constitutional or legal body. We wonder whether those mandatory disclosures have been made.

As regards the conduct of the proceedings so far and the planned committee session of 1st August, 2019, we wish to point out that the same would be in gross contravention of the Constitution and the law. We specifically point out the following acts of contravention:-



NJOROG REGERU AND COMPANY

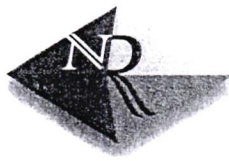
1. Failure to serve our Client with the letter under reference
2. Failure to notify our client of the existence of a Petition against it
3. Failure to serve a copy of the Petition upon our client
4. Failure to supply our client with all evidence intended to be used against it
5. Failure to give effect to the rule of *sub judice* as enshrined in law including the National Assembly's Standing Orders
6. Failure to notify our client of its right to be heard in relation to the Petition and to provide opportunity for such hearing
7. Failure to notify our client of its right to cross-examine Kandara Residents Association's witnesses and to provide ample opportunity for exercise of that right
8. Inviting Kandara Residents Association for a Committee session in the absence of our client and without notifying our client of such a scheduled session

The aforesaid acts contravene, *inter alia*, the following laws:-

- a) Article 10 of the Constitution on national values including the rule of law, human rights, non-discrimination and good governance
- b) Article 35 of the Constitution on the right to access information
- c) Article 47 of the Constitution which guarantees fair administrative action
- d) Article 50 of the Constitution on the right to fair hearing
- e) Article 93 (2) which obligates the National Assembly to conduct its proceedings in accordance with the Constitution- including respect for fundamental rights
- f) Section 4 of the Fair Administrative Actions Act
- g) Petitions to Parliament (procedure) Act
- h) Section 4 of the Access to Information Act, 2016
- i) Orders 89, 216 and 223 of the National Assembly's Standing Orders
- j) Rules of natural justice

In view of the extremely weighty issues arising as summarized above within the limited time available, we have instructions to request as follows:-

- i) A written confirmation that the Committee session scheduled for 1st August, 2019 to discuss Kandara Residents Association's Petition stands suspended. We would appreciate to receive the said communication by tomorrow 31st July, 2019.
- ii) A written communication that the Petition by Kandara Residents Association will not be entertained in the National Assembly in view of the weighty matters raised herein-above



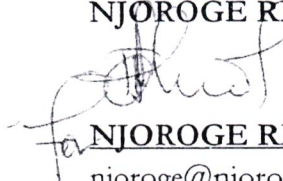
NJOROGE REGERU AND COMPANY

- iii) A copy of the subject Petition together with any evidence and/or communication made between Kandara Residents Association and the National Assembly in relation to the above-noted matter. The said Petition may be served upon us on behalf of our client.

We hope you will consider the issues raised herein-above and revert positively by tomorrow 31st July, 2019 to avoid unnecessary escalation of the same beyond this point.

Yours faithfully,

NJOROGE REGERU & COMPANY


NJOROGE REGERU

njoroge@njorogeregeru.com

cc.

The Chairperson

National Assembly Departmental Committee on Lands
Parliament Road
Nairobi

Attn: Honourable Nyamai, Rachael Kaki

The Chairman

Kandara Residents Association
P.O. Box 2323
Thika

The Managing Director
Del Monte Kenya Limited
P.O. Box 147-01000
Thika.

Attn: Stergios Gkaliasoutsas

via email: SGkaliasoutsas@FreshDelmonte.com

(11)

In order to continue fulfilling our commitment to President Kenyatta's Big Four Initiative and our partnership with the leadership and people of Murang'a and Kiambu Counties, we would like to hold a joint survey exercise to confirm the true position regarding the acreage of land that DMKL occupies and dispel those false statements.

This offer is made strictly without prejudice to establish the actual position on the ground.

We would appreciate the opportunity to meet with you at a time of your convenience to discuss any questions you may have and to hear from you how you would like to proceed.

Yours faithfully,

DEL MONTE KENYA LIMITED



STERGIOS GKALIAMOUTSAS
MANAGING DIRECTOR

cc.

US Ambassador - Kyle McCarter

Chief of Staff, Office of the President – Nzioka Waita

Permanent Secretary, Ministry of Industry, Trade and Cooperatives - Dr. Chris Kiptoo

Njoroge Regeru & Co Advocates



Del Monte Kenya Ltd.

Our Ref

Your Ref



12th June, 2019

The Director of Surveys
Ministry of Lands and Physical Planning
Ardhi House
Off Ngong Road
Nairobi

advance copy via email: info@ardhi.go.ke

County Executive Committee Member for Lands
County Government of Murang'a
Murang'a

Strictly Without Prejudice

County Executive Committee Member for Lands
County Government of Kiambu
Kiambu

Dear Sirs,

Re: Allegation that Del Monte Kenya Limited is sitting on Public Land

=====

Over the last few weeks, we have come across reports in the media to the effect that Del Monte Kenya Limited (DMKL) is occupying and using more land than it is entitled to under its various leases. Such reports assert that DMKL is illegally using between 7,000 - 9,451 acres of public land which is false and misleading. In our view, such reports have been made maliciously to incite local residents against DMKL.

Kindly note that DMKL is the registered owner as lessee of Land Reference Numbers 12157, 12157/2, 12157/3, 12157/4, 12157/5, 12158, 12203/1, 12203/2, and 13289 (hereinafter collectively referred to as "the parcels of land"). The parcels of land are administratively distributed in Murang'a and Kiambu Counties, respectively, as follows:



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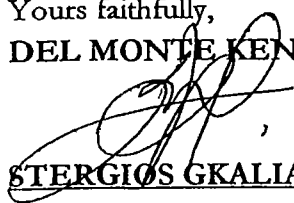
In order to dispel the false statements currently circulating as aforesaid, we would like to hold a joint survey exercise involving your surveyors as well as our surveyors to confirm the true position regarding the acreage of land that DMKL occupies vis-à-vis the land it is entitled to under the various Leases. This offer is made strictly without prejudice to establish the actual position on the ground and is completely unrelated to the recent recommendations of the National Land Commission (NLC) for such a survey exercise. For the record, DMKL does not agree with the recommendations of NLC as contained in its Determination dated 7th February, 2019. In this regard, , DMKL has instituted **Nairobi High Court Constitutional Petition Number 48 of 2019 Del Monte Kenya Limited –vs- National Land Commission and Another** challenging the validity and constitutionality of the impugned determination. On 22nd May, 2019, the High Court issued an order restraining the parties

to the Petition and any other person from entering DMKL's land for purposes of enforcing NLC's recommendations. A copy of the said Order is enclosed.

In view of the foregoing, kindly revert to us on our proposal to enable us to plan for the timing and the logistics of the survey exercise.

Yours faithfully,

DEL MONTE KENYA LIMITED



STERGIOS GKALIAMOUTSAS

cc.

The National Land Commission

Ardhi House

1st Ngong Avenue

Nairobi

Njoroge Regeru and Company

Advocates

Arbor House

Arboretum Drive

Nairobi



Del Monte Kenya Ltd.

Our Ref

Your Ref

12th June, 2019

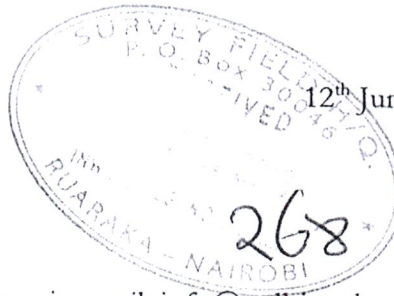
The Director of Surveys

Ministry of Lands and Physical Planning

Ardhi House

Off Ngong Road

Nairobi



advance copy via email: info@ardhi.go.ke

County Executive Committee Member for Lands

County Government of Murang'a

Murang'a

Strictly Without Prejudice

County Executive Committee Member for Lands

County Government of Kiambu

Kiambu

Dear Sirs,

Re: Allegation that Del Monte Kenya Limited is sitting on Public Land

=====

Over the last few weeks, we have come across reports in the media to the effect that Del Monte Kenya Limited (DMKL) is occupying and using more land than it is entitled to under its various leases. Such reports assert that DMKL is illegally using between 7,000 - 9,451 acres of public land which is false and misleading. In our view, such reports have been made maliciously to incite local residents against DMKL.

Kindly note that DMKL is the registered owner as lessee of Land Reference Numbers 12157, 12157/2, 12157/3, 12157/4, 12157/5, 12158, 12203/1, 12203/2, and 13289 (hereinafter collectively referred to as "the parcels of land"). The parcels of land are administratively distributed in Murang'a and Kiambu Counties, respectively, as follows:



Item	Title in LR No.	County	Size in Hectares
1	12157	Murang'a	3938.4
2	12157/2	Murang'a	40.87
3	12157/3	Murang'a	2.987
4	12157/4	Murang'a	2.311
5	12157/5	Murang'a	5.677
6	12158	Murang'a & Kiambu	2972.8
7	12203/1	Kiambu	2101
8	12203/2	Kiambu	56.57
9	13289	Murang'a	22.84
Total			9,143.455

DMKL also holds the following other parcels under private leases or project agreements with various land owners as tabulated below:-

Item	Lessor	Title in LR No.	County	Size in Hectares
1	Kakuzi Limited	10731/R & 3534	Murang'a	730
2	Muka Mukuu Cooperative Society	10967	Machakos	373
3	Kayatta Farmers' Cooperative Society	4532/2, 1850/1 & 1853	Machakos	348
4	Robert Kinuthia Mungai	1363/34	Murang'a	48
5	Lois Nyambura Muguro	13198	Kiambu	44
6	George William Matheka	4532/1	Machakos	36
	Total			1579

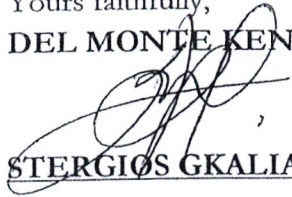
In order to dispel the false statements currently circulating as aforesaid, we would like to hold a joint survey exercise involving your surveyors as well as our surveyors to confirm the true position regarding the acreage of land that DMKL occupies vis-à-vis the land it is entitled to under the various Leases. This offer is made strictly without prejudice to establish the actual position on the ground and is completely unrelated to the recent recommendations of the National Land Commission (NLC) for such a survey exercise. For the record, DMKL does not agree with the recommendations of NLC as contained in its Determination dated 7th February, 2019. In this regard, , DMKL has instituted **Nairobi High Court Constitutional Petition Number 48 of 2019 Del Monte Kenya Limited –vs- National Land Commission and Another** challenging the validity and constitutionality of the impugned determination. On 22nd May, 2019, the High Court issued an order restraining the parties

to the Petition and any other person from entering DMKL's land for purposes of enforcing NLC's recommendations. A copy of the said Order is enclosed.

In view of the foregoing, kindly revert to us on our proposal to enable us to plan for the timing and the logistics of the survey exercise.

Yours faithfully,

DEL MONTE KENYA LIMITED



STERGIOS GKALIAMOUTSAS

cc.

The National Land Commission

Ardhi House

1st Ngong Avenue

Nairobi

Njoroge Regeru and Company

Advocates

Arbor House

Arboretum Drive

Nairobi

ANNEXTURE V

SUBMISSIONS BY THE HON JUDE NJOMO MP

EVIDENCE IN SUPPORT

- 1) The tittles held by del monte are not tittles but agreement which reads as follows: -
 - a) This agreement dated the third day of June 1965 between del monte cooperation (therein) of the one part and the government of republic of Kenya (thereafter called the granter)of the other part and to mutual agreements dated 19th day of February 1973 and the 3rd of May 1972 respectively between the same (parties)such agreement being thereafter referred to a jointly main agreement)it was agreed (intaralia) that at the option of the said del monte cooperation, the granter would grant or procure to be granted to the said del monte or it is nominee a lease or leases of a piece or pieces of land comprising up to 20,000 cares of arable agriculture land.
 - b) This restrict then to only use 20,000 acres while they admit using 22,000 cares
- 2) Del monte in their brochure admit to using 6,000 ha out of 9,000 ha.7500 acres have not been in use for over 50 years
- 3) Two companies under the name Sassa Coffee,Rappit B limited surrendered to the republic of Kenya the following LR no.10741,11146,10862,2955,11312,through a memorandum of transfer executed by the registrar of tittles effectively 7,400 acres was transferred to the govt of the republic of Kenya on 5th January 1973.All this land is used by del monte Kenya limited.
- 4) Evidence available indicate for example lr.10740 was surrendered to the govt under title entry no. 4 dated 5th January 1973.
- 5) By a saearch dated 5th April 2019 the tittle is govt surrender measuring 2,260 acres.lr no 11146 measuring 1211 acres still reads surrender as at 10th April 2019 the surrenders. were in consideration of KSH 2, 000, 000 vide a letter dated 22nd July 1971.
- 6) LR no 10731/R reminder is clearly a government land. This is also combined with another government land reserved as cattle holding ground.
- 7) SASSA coffee the original owner passed on in Europe and left the land to the local people / original owners who were driven away by Delmonte Kenya.
- 8) LR no 13169 curved and part sold to ANNANAS Holding is government land.
- 9) LR 10863 is also government land partially used by local people

All this land is in use by Delmonte Kenya illegally and irregularly.

Delmonte Kenya should be heavily investigated for tax evading mainly transfer pricing where locally a packet of their juice is sold for 3 dollars where at California it is sold for ~~500 dollars.~~ 2 dollar

All law materials and containers are sourced by Delmonte Kenya or imported from USA at highly inflated cost to reflect very low profit. Del monte should also be investigated for using public land as charge and mortgaging to secure fund for international investment and reflecting high costs for mortgages.

PRAYERS

1. Madam chair this committee on 6th August 2019 directed the CS land to resurvey Delmonte Land and give a clearly how much is public land. Del monte in your presence indicated that they have directed Director survey to survey the land. Have

also since then establish that Muranga county Gvt have requested the same to Director survey. Can the Director be compelled by this committee to table the report on leased land and public land.

2. Can this committee visit the leased land and public land and unused land for clear picture of the status.
3. By the nature and sensitivity of this land, can this committee arbitrate amongst the following parties who are also awarded 70: 30 ratio of all public land by NLC by a gazette notice 1st March 2019.
 - a) Delmonte Kenya ltd
 - b) Kandara residents Association /Muranga and Kiambu
 - c) Muranga county government
 - d) Kiambu county government.

SG-1
STERLING CARRIAGES
8th Feb 18

REPUBLIC OF KENYA

THE REGISTRATION OF TITLES ACT
(CHAPTER 281)

GRANT NUMBER: 27081

ANNUAL RENT: K.SHS. 131,800/8

TERM: 49 YEARS FROM THE 1ST DAY OF MAY 1973



£ 66/-
&
12/7

Agreement dated the third day of June One thousand nine hundred and sixty-five between Del Monte Corporation (therein described) of the one part and the Government of Kenya (hereinafter called "the Grantor") of the other part and two Agreements dated the Nineteenth day of February One thousand nine hundred and and the Third day of May One thousand nine hundred and seventy-two respectively between the same parties (such agreements being hereinafter referred to jointly "Agreements") it was agreed (inter alia) that at the option of the said Del Monte Corporation the Grantor would grant or procure to be granted to the said Del Monte Corporation or its nominee a Lease or Leases of a piece or pieces of land comprising up to one thousand acres of arable agricultural land suitable for the production of pineapples and other crops or rotation crops necessary for good pineapple culture per annum at such rates and upon such terms and conditions as are specified in the Main Agreements. With respect to land known as "former scheduled areas" it was agreed that as aforesaid would be in respect of land as designated by Salpak (therein defined) in so far as concerns location acreage and time of purchase PROVIDED ALWAYS that the designation was reasonable AND WHEREAS with respect to lands known as "former scheduled areas" it was agreed that the location acreage time of purchase and all other terms (Salpak being entitled to veto the Grant to it of a Lease or other interest in land of which it should deem the price to be too high) AND WHEREAS pursuant to the Agreements the Grantor has purchased certain pieces of land hereinafter more particularly described and known as Land Reference Numbers 12157 and 13169 of which four thousand five hundred (4,500) acres are arable agricultural land suitable for the production of pineapple or other processing crops necessary for good pineapple culture within the meaning of the Main Agreements as the same is more particularly defined in a Valuation (hereinafter called "the Valuation") dated the Sixth day of May One thousand nine hundred and sixty-seven and a copy of which is annexed hereto. The said Del Monte Corporation has nominated KENYA CANNERS LIMITED (hereinafter called "the Grantee") as its nominee for the purpose of taking this Grant. The Grantor and the Grantee have agreed that the Grantor will grant and the Grantee will take a Lease in the terms both as to rent and otherwise of this Grant and that the total area of arable agricultural land comprised in this Lease shall be not less than five thousand (5,000) acres. KNOW THEREFORE ALL MEN BY THESE PRESENTS that in consideration of the premises and of the rent hereinafter reserved and of the conditions agreements restrictions stipulations and provisions hereinafter contained

properly Bailiff of
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Page Three

cleaned and to such standard as may from time to time be required by the Water-
other, the proper person duly authorized for the purpose and also to keep all
and paths on the said premises in good repair PROVIDED THAT the Grantee
the right to alter remove or construct such dams bridges culverts farm roads
structures as it may see fit subject always to the obtaining of the necessary
under the Water Act or any other statutory legislation appertaining thereto
the said premises in accordance with the rules of good husbandry and to take
anti-erosion precautions when planting on slopes (g) Not to commit or knowingly
ly permit or suffer waste or spoil of any part of the said premises nor to
by encroachment or systematic trespass upon the same and to use its best
to prevent the acquisition of any new rights of way public or private or
over any part of the said premises Notwithstanding the prohibition against
therebefore contained the Grantee shall be permitted at any time and in its entire
to cut out all or any of the coffee trees growing on the said premises
with the Grantor or any agent appointed by it to enter upon the said premises in
ance of a duly authorized representative of the Grantee at all reasonable times
hold up the said premises at the determination of the term hereby granted in such
of repair condition and maintenance as shall be in compliance in all respects with
the covenants herein contained (2) The Grantor hereby covenants and agrees with
the as follows (a) To perform and observe all the covenants and agreements in the
ments on the part of the Government of the Republic of Kenya which relate to
ing of the said premises (b) To permit the Grantee to erect such fences as the
of the said premises (c) To permit the Grantee to erect such buildings and other structures
on the said premises as the Grantee may require AND the Grantee shall have the right to
erect demolish or reconstruct such buildings or structures during the term hereby
or any extension thereof where such adaptation conversion demolition or reconstruction
interest of good estate management PROVIDED THAT no building erected on the said
shall be demolished by the Grantee without the written consent of the Commissioner
during the last ten years of the term hereby granted AND PROVIDED FURTHER THAT
ment shall not be unreasonably withheld in the context of good estate management
ment AND PROVIDED FURTHER THAT notwithstanding anything herein contained the
shall at any time prior to the expiration of the term hereby granted or any
thereof have the right to remove from any such buildings or structures any
equipment and fixtures appertaining solely to the Grantee's trade or business
good any damage caused thereby (d) To permit the Grantee on its paying the rent
reserved and performing and observing the covenants agreements conditions stipulations
visions on its part herein more particularly set out peacefully to hold and enjoy
premises during the term hereby granted without any interruption by the Grantor
person rightfully claiming under or in trust for it (3) PROVIDED ALWAYS AND IT IS
as follows (a) That if the rent hereby reserved or any part thereof shall be in
or the space of thirty days next after the same shall become due or if there shall
reach non-performance or non-observance by the Grantee of any of the covenants
its and conditions hereinbefore contained and on its part to be performed and
and if the Grantee shall have failed to comply within thirty days with the terms
from the Grantor specifying such non-payments of rent or an actual breach of

EV 11 C

its or conditions and requiring the Grantee to remedy the same or if the
of the Grantee being a company shall enter into liquidation whether
(not being a voluntary liquidation merely for the purpose of reconstr
it shall and may be lawful for the Grantor although it may not have
vious default of a like nature to re-enter upon the said premises in the
to have again repossess and enjoy as in its former estate without
of action or remedy of the Grantor in respect of any antecedent breach
and agreements by the Grantee hereinbefore contained (b) Notwithstand
hereinbefore contained the Grantee shall have the right to terminate
to the said premises or any portion thereof which shall constitute an
upon giving to the Grantor one year's written notice of its intention
the expiration of that notice this Lease shall terminate either
may be) insofar as the portion of the said premises referred to is
and in the latter event there shall be a proportionate reduction of
being calculated by reference not only to the actual acreage relinquished
and quality thereof as reflected in the Valuation (for the purposes of
of Kenya Shillings Two hundred and sixty thousand (K.Shs. 260,000)
to clearing being spread evenly over all the former said land)
provisions of sub-clauses (d) and (e) of this clause the Grantee may at any
of this Lease and any extension thereof assign the benefit hereof
of extension hereof to any holding subsidiary or associated company of
the Grantee may not assign this Lease otherwise than aforesaid or
of any part thereof without the written consent of the
Grantor (c) The Grantee shall from time to time have the option to purchase
of a portion or portions of the said premises not exceeding five
Aggregate (and so that the total area so purchased in pursuance of this
by the Main Agreements shall not exceed five thousand acres) at a
cost thereof to the Grantor or in the case of land which at the date
of the Grantor was planted with coffee at a flat rate of Kenya Shillings
K.Shs. 20/- per acre PROVIDED THAT (i) such option shall only relate
to the former Scheduled Areas as those words are defined in the
and shall not be exercised in respect of any particular piece of land
of this Lease then the price which the Grantee shall pay to
the Grantor for such land at the time of the exercise of the
option shall include in the Grant or Grants of any land so purchased
thereof as may be according with the provisions of the Main Agreements
or shall be exercised by the Grantee giving to the Grantor not less than
writing of the Grantee's intention to exercise such option on the
the Grant in respect of the remainder of the said premises shall be
provided for in clause 3 (b) hereof (e) That all questions hereafter
arise hereto and all valuations and claims for compensation or otherwise
in dispute between the parties hereto shall be referred to arbitration
in accordance with the provisions in the Main Agreements (f) In the event of any
dispute between the provisions of this Lease and the provisions of the Main
Agreements and conditions of the Main Agreements shall prevail (g) If the Grantee
at the end of the said term be desirous of obtaining a new Lease of the said
land such desire by a notice in writing given to the Grantor at least
before the expiration of the said term and if the Grantee shall not at the time
be in breach of any of the covenants agreements conditions stipulations
herein contained or implied and on its part to be performed and
the Grantor wishes or intends to rely on any such breach in order to refuse

EV-
Page Five

of this Lease than it must give written notice thereof to the Grantee within
days of the giving by the Grantee of any such notice of intention to renew this
then the Grantor will at or before the expiration of the said term at the
and cost of the Grantee grant to it a new Lease of the said premises for a further
forty-five years to commence at the expiration of the said term at the like rent to
by reserved and with and subject to the like covenants agreements conditions
stipulations and provisions as are herein contained except this present proviso
reval.

WITNESS WHEREOF I, JAMES ALOYSIUS O'LOUGHLIN the
Commissioner of Lands have by Order of the President
unto set my hand this twenty-second day of July
thousand nine hundred and seventy four in the presence

J. A. O. Loughlin

Schub
REGISTRAR OF TITLES

For "the valuation" mentioned on page one hereto
see annexure.

(5)

EV II

EV 2



Ho-2

0376
CEKAD

COMPANY PROFILE

DEL MONTE MENYA LIMITED

P.O. BOX 147

THIKA 01000

KENT

SE-1
SE-1
SE-1
SE-1

[Handwritten signature]

FRESH DEL MONTE PRODUCE INC.

U.S. Executive Office

241 SEVILLA AVENUE

CORAL GABLES, FL 33134

USA

JUNE 2015

"Ho-2"

HARRY OSWALD

15th Jan 19

[Handwritten signature]

P2

EV 222

LAND

At present Del Monte Kenya Limited leases approx. 9,000 hectares from the Government, and another 2,000 hectares from private land owners for pineapple growing in Thika and its environs.

Of the total leased land, 6,000 hectares are under pineapple cultivation with an annual average harvest of approximately 240,000 tons.

WATER STORAGE

Water is key element to our operations. Rainfall is erratic and requires to be supplemented by irrigation. Over the years the Company has been investing in water storage infrastructure that allows rain water harvesting and storage in 11 dams with over 5 million cubic meters capacity to support the plantation, factory and domestic water needs and minimize on river water abstraction. Waste water is purified at the company's treatment plant before being recycled into the water reservoirs for irrigation purposes.

EMPLOYMENT

Del Monte Kenya Limited is the largest single employer in Thika Town and contributes significantly to the economic activities of the town, as well as to the national economy as one of the major sources of revenue in the form of taxes and duties. The company is an equal opportunity employer and its employees come from all parts of the country.

In line with production expansion, Del Monte Kenya Limited's workforce has grown over the years to the current level of over 7,000 employees from the meagre 155 workers in 1968.

Thus injecting 2 billion Kenya shillings into the local economy every year through its payroll alone, and providing opportunities to small and medium local suppliers as well as large support industries of packing and packaging materials. Notwithstanding the considerable business provided to Kenya Ports Authority, Kenya Railways and Kenya Power & Lighting Co.

Finally, as part of its employment program, Del Monte offers the much sought industrial attachment to Public and Private University students and other training institutions, thus responding positively to the appeal of the Director of Industrial Training and the Ministry of Labour.

3

EV3

DEPARTMENT OF LANDS
LAND TITLES REGISTRY
NAIROBI/NAIROBI

To:-

THE COMMISSIONER OF LANDS (RECORDS BRANCH).
THE COMMISSIONER OF LANDS (VALUATION OFFICE).
THE COMMISSIONER OF LANDS (LAND RENTS).
THE COMMISSIONER OF INCOME TAX.
THE CITY VALUER, NAIROBI.

THE TOWN CLERK, MURRAY & CO. (PRIVATE) LTD., P.O. BOX 158, NAIROBI.

THE CLERK, COUNTY COUNCIL OF NAIROBI, P.O. BOX 120, NAIROBI.

THE SENIOR ECONOMIST/STATISTICIAN, P.O. BOX 30289, NAIROBI.

THE EXECUTIVE OFFICER, THE PROVINCIAL AGRICULTURAL BOARD, P.O. BOX 556, NAIROBI.

MEMORANDUM OF REGISTRATION OF TRANSFER OF LANDS

the details whereof appear below, has this day been registered as,

1968-1969, 1969-1970, 1970-1971, 1971-1972, 1972-1973, 1973-1974, 1974-1975, 1975-1976, 1976-1977, 1977-1978, 1978-1979, 1979-1980, 1980-1981, 1981-1982, 1982-1983, 1983-1984, 1984-1985, 1985-1986, 1986-1987, 1987-1988, 1988-1989, 1989-1990, 1990-1991, 1991-1992, 1992-1993, 1993-1994, 1994-1995, 1995-1996, 1996-1997, 1997-1998, 1998-1999, 1999-2000, 2000-2001, 2001-2002, 2002-2003, 2003-2004, 2004-2005, 2005-2006, 2006-2007, 2007-2008, 2008-2009, 2009-2010, 2010-2011, 2011-2012, 2012-2013, 2013-2014, 2014-2015, 2015-2016, 2016-2017, 2017-2018, 2018-2019, 2019-2020, 2020-2021, 2021-2022, 2022-2023, 2023-2024, 2024-2025, 2025-2026, 2026-2027, 2027-2028, 2028-2029, 2029-2030, 2030-2031, 2031-2032, 2032-2033, 2033-2034, 2034-2035, 2035-2036, 2036-2037, 2037-2038, 2038-2039, 2039-2040, 2040-2041, 2041-2042, 2042-2043, 2043-2044, 2044-2045, 2045-2046, 2046-2047, 2047-2048, 2048-2049, 2049-2050, 2050-2051, 2051-2052, 2052-2053, 2053-2054, 2054-2055, 2055-2056, 2056-2057, 2057-2058, 2058-2059, 2059-2060, 2060-2061, 2061-2062, 2062-2063, 2063-2064, 2064-2065, 2065-2066, 2066-2067, 2067-2068, 2068-2069, 2069-2070, 2070-2071, 2071-2072, 2072-2073, 2073-2074, 2074-2075, 2075-2076, 2076-2077, 2077-2078, 2078-2079, 2079-2080, 2080-2081, 2081-2082, 2082-2083, 2083-2084, 2084-2085, 2085-2086, 2086-2087, 2087-2088, 2088-2089, 2089-2090, 2090-2091, 2091-2092, 2092-2093, 2093-2094, 2094-2095, 2095-2096, 2096-2097, 2097-2098, 2098-2099, 2099-2100, 2100-2101, 2101-2102, 2102-2103, 2103-2104, 2104-2105, 2105-2106, 2106-2107, 2107-2108, 2108-2109, 2109-2110, 2110-2111, 2111-2112, 2112-2113, 2113-2114, 2114-2115, 2115-2116, 2116-2117, 2117-2118, 2118-2119, 2119-2120, 2120-2121, 2121-2122, 2122-2123, 2123-2124, 2124-2125, 2125-2126, 2126-2127, 2127-2128, 2128-2129, 2129-2130, 2130-2131, 2131-2132, 2132-2133, 2133-2134, 2134-2135, 2135-2136, 2136-2137, 2137-2138, 2138-2139, 2139-2140, 2140-2141, 2141-2142, 2142-2143, 2143-2144, 2144-2145, 2145-2146, 2146-2147, 2147-2148, 2148-2149, 2149-2150, 2150-2151, 2151-2152, 2152-2153, 2153-2154, 2154-2155, 2155-2156, 2156-2157, 2157-2158, 2158-2159, 2159-2160, 2160-2161, 2161-2162, 2162-2163, 2163-2164, 2164-2165, 2165-2166, 2166-2167, 2167-2168, 2168-2169, 2169-2170, 2170-2171, 2171-2172, 2172-2173, 2173-2174, 2174-2175, 2175-2176, 2176-2177, 2177-2178, 2178-2179, 2179-2180, 2180-2181, 2181-2182, 2182-2183, 2183-2184, 2184-2185, 2185-2186, 2186-2187, 2187-2188, 2188-2189, 2189-2190, 2190-2191, 2191-2192, 2192-2193, 2193-2194, 2194-2195, 2195-2196, 2196-2197, 2197-2198, 2198-2199, 2199-2200, 2200-2201, 2201-2202, 2202-2203, 2203-2204, 2204-2205, 2205-2206, 2206-2207, 2207-2208, 2208-2209, 2209-2210, 2210-2211, 2211-2212, 2212-2213, 2213-2214, 2214-2215, 2215-2216, 2216-2217, 2217-2218, 2218-2219, 2219-2220, 2220-2221, 2221-2222, 2222-2223, 2223-2224, 2224-2225, 2225-2226, 2226-2227, 2227-2228, 2228-2229, 2229-2230, 2230-2231, 2231-2232, 2232-2233, 2233-2234, 2234-2235, 2235-2236, 2236-2237, 2237-2238, 2238-2239, 2239-2240, 2240-2241, 2241-2242, 2242-2243, 2243-2244, 2244-2245, 2245-2246, 2246-2247, 2247-2248, 2248-2249, 2249-2250, 2250-2251, 2251-2252, 2252-2253, 2253-2254, 2254-2255, 2255-2256, 2256-2257, 2257-2258, 2258-2259, 2259-2260, 2260-2261, 2261-2262, 2262-2263, 2263-2264, 2264-2265, 2265-2266, 2266-2267, 2267-2268, 2268-2269, 2269-2270, 2270-2271, 2271-2272, 2272-2273, 2273-2274, 2274-2275, 2275-2276, 2276-2277, 2277-2278, 2278-2279, 2279-2280, 2280-2281, 2281-2282, 2282-2283, 2283-2284, 2284-2285, 2285-2286, 2286-2287, 2287-2288, 2288-2289, 2289-2290, 2290-2291, 2291-2292, 2292-2293, 2293-2294, 2294-2295, 2295-2296, 2296-2297, 2297-2298, 2298-2299, 2299-2300, 2300-2301, 2301-2302, 2302-2303, 2303-2304, 2304-2305, 2305-2306, 2306-2307, 2307-2308, 2308-2309, 2309-2310, 2310-2311, 2311-2312, 2312-2313, 2313-2314, 2314-2315, 2315-2316, 2316-2317, 2317-2318, 2318-2319, 2319-2320, 2320-2321, 2321-2322, 2322-2323, 2323-2324, 2324-2325, 2325-2326, 2326-2327, 2327-2328, 2328-2329, 2329-2330, 2330-2331, 2331-2332, 2332-2333, 2333-2334, 2334-2335, 2335-2336, 2336-2337, 2337-2338, 2338-2339, 2339-2340, 23

ENYK EMBRYONAL

Date of Document..... 31.5.1973

Transferor.....CINL.....Mentor.....J.L.H.

The Government of the Republic of Kenya

Transferee: 10-17-1968, 11-17-1968, 11-18-1968, 11-19-1968, 11-20-1968

[illegible]

Address of Transferee: R.O. Box 10, Green Hill Station, 1987-0001

Original received by Bureau 8-27-67

[illegible][illegible]

600/- (variable), 400/- (variable), 800/- (variable)

CONFIDENTIAL

Term: 1997-1998

Annual Rep Sh

Duc Etom

Presented by

Date of Presentation: 11-10-73

for Registrar of Titles

	Noted by	Clicked by	Remarks
OFFICER I/C RECORDS:	8/25-79		
Land Register.			
Return of Grants			
Files			
Cards			
RECORD DRAUGHTSMAN			
VALUATION OFFICE.			

~~EV 7~~ EV 4 EV4

THE FOLLOWING INSTRUMENT HAS BEEN REGISTERED AGAINST THE 1911
Transfer to Blue Estate Limited

Registration No. 128 Date of Registration 3.7.62

THE FOLLOWING INSTRUMENT HAS BEEN REGISTERED AGAINST THE 1911
*Consent by the East African Power
and Lighting Co. Ltd.*

Registration No. 326 Date of Registration 13.10.65

*Surrender to The Government of the Republic of Kenya
Subject to No. 3*

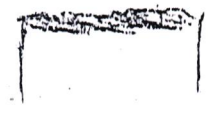
59

5.11.73

Handy

500 2
20 2
520 2

10th April 2019



EV 4

EV 4

Following INSTRUMENT has been received from the above named:

Surrender to the Government of the Republic of the Philippines

ALL THE ABOVE.

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1923

Bahar

I hereby certify this to be a true copy
of the original

5002

202

5202

10 April 2019



C. J. Lawrence

Chrysomelidae (Coleoptera) on *Salix* and *Salix* (Betulaceae) in the

SECRET

It is important to note that the above information is for informational purposes only and should not be used for any other purpose. The information is provided as a service to the public and is not intended to be a substitute for professional advice. The information is provided as a service to the public and is not intended to be a substitute for professional advice.

1980-1981

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THE UNIVERSITY OF CHICAGO
CHICAGO, ILLINOIS 60637
U.S.A.

日期: _____
 姓名: _____
 学号: _____

Rosslyn W. Thompson, Director,
FBI, Room 447,
Washington, D.C. 20535

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