

PARLIAMENT  
OF KENYA  
LIBRARY



27/05/25  
**APPROVED**  
RT. HON. SEN  
AMASONI KING

Rt. Hon. Speaker  
You may approve for tabling  
J. M. Nyegenye, C.B.S.,  
Clerk of the senate/secretary, PSC  
Date: 26/05/25

REPUBLIC OF KENYA

13<sup>TH</sup> PARLIAMENT | 4<sup>TH</sup> SESSION

THE SENATE

STANDING COMMITTEE ON JUSTICE, LEGAL AFFAIRS AND  
HUMAN RIGHTS

---

REPORT ON CONSIDERATION OF A PETITION BY MR. BAKARI  
HALIFAN MUNGE AND THREE OTHER RESIDENTS OF KWALE  
COUNTY REGARDING THE IMPLEMENTATION OF AN AWARD BY  
THE ENVIRONMENT AND LAND COURT FOR COMPENSATION  
AND RESETTLEMENT TO THE OWNERS OF RAMISI PHASE 1  
BLOCK 5056 IN KWALE COUNTY

---

PAPERS LAID	
DATE	28.5.2025
TABLED BY	Sen. Chimera
COMMITTEE	-
CLERK AT THE TABLE	Belinda

Clerk-  
Forwarded and recommended for  
approval for processing/ tabling  
26/05/2025

Clerk's Chambers,  
The Senate,  
Parliament Buildings,  
**NAIROBI.**

May, 2025

## TABLE OF CONTENTS

List of Abbreviations and Acronyms.....	(ii)
Preliminaries.....	(iii)
Foreword by the Chairperson.....	(iv)
<b>Chapter 1: Introduction</b>	
Right to Petition Parliament .....	1
Summary of the Petition.....	1
<b>Chapter 2: Consideration of the Petition</b>	
Introduction .....	4
Site Visit and Receipt of Submissions from the Petitioners.....	4
Response by Kwale International Sugar Company Limited .....	5
Submissions by the Office of the Attorney General.....	7
Submissions by the National Treasury and Economic Planning.....	8
Submissions by the National Land Commission.....	9
Submissions by the Ministry of Lands, Public Works, Housing and Urban Development ....	9
<b>Chapter 3: Committee Observations</b>	
Observations .....	14
<b>Chapter 4: Committee Recommendations</b>	
Recommendations .....	16
List of Annexes.....	17

## LIST OF ABBREVIATIONS AND ACRONYMS

Ha	Hectare
KISCOL	Kwale International Sugar Company Limited
NLC	National Lands Commission
L.R No.	Land Registration Number

## PRELIMINARIES

### Establishment and Mandate of the Committee

The Standing Committee on Justice, Legal Affairs and Human Rights is established under the Standing Orders of the Senate and is mandated *'to consider all matters relating to constitutional affairs, the organization and administration of law and justice, elections, promotion of principles of leadership, ethics, and integrity; agreements, treaties and conventions; and implementation of the provisions of the Constitution on human rights.*

### Membership of the Committee

The Committee comprises -

- |    |                                     |                    |
|----|-------------------------------------|--------------------|
| 1. | Sen. Wakili Hillary Sigei, CBS, MP  | - Chairperson      |
| 2. | Sen. Veronica W. Maina, MP          | - Vice-chairperson |
| 3. | Sen. Raphael Chimera Mwinzagu, MP   | - Member           |
| 4. | Sen. Karen N. Nyamu, MP             | - Member           |
| 5. | Sen. Andrew Omtatah Okoiti, MP      | - Member           |
| 6. | Sen. (Prof.) Tom Ojienda, SC, MP    | - Member           |
| 7. | Sen. Crystal Kegehi Asige, MP       | - Member           |
| 8. | Sen. Daniel Kitonga Maanzo, EBS, MP | - Member           |

Minutes of the Committee in considering the subject Petition are attached to this Report as *Annex 1*.

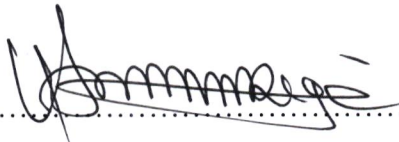
**Honourable Speaker,**

I take this opportunity to thank the Petitioners and the other stakeholders who appeared before and presented both oral and written submissions which assisted the Committee in its deliberations and determination on the subject Petition. I commend the Members of the Committee for their diligence in executing this assignment, and thank the offices of the Speaker and Clerk of the Senate for the support extended to the Committee which made the consideration of the Petition successful.

**Honourable Speaker,**

It is now my pleasant duty, pursuant to standing order 238(2) of the Senate Standing Orders, to present the Report of the Standing Committee on Justice, Legal Affairs and Human Rights on its consideration of a Petition by Mr. Bakari Halifan Munge and three other residents of Kwale County regarding the implementation of an Award by the Environment and Land Court for compensation and resettlement to the owners of Ramisi Phase 1 Block 5056, in Kwale County.

Signed.....



Date.....

20/5/2025

**SEN. WAKILI HILLARY KIPROTICH SIGEI, CBS, MP  
CHAIRPERSON, STANDING COMMITTEE ON JUSTICE, LEGAL AFFAIRS  
AND HUMAN RIGHTS**

## FOREWORD BY THE CHAIRPERSON

**Honourable Speaker,**

On 27<sup>th</sup> March, 2024, the Speaker of the Senate reported that a Petition had been received from Mr. Bakari Halifan Munge and three other residents of Kwale County regarding the implementation of a Court Order by the Environment and Land Court for compensation and land resettlement to the owners of Ramisi Phase 1 Block 5056 in Kwale County.

The salient issues contained in the Petition were that the Petitioners were the legitimate owners of the property known as Ramisi Phase 1 Block 5056 in Kwale County but had been displaced to make way for leasing of the land by the Government of Kenya to Kwale International Sugar Company Limited (KISCOL). This led the Petitioners to file a suit in Court seeking compensation and resettlement. The Environment and Land Court in Kwale ruled in their favour and directed the government to pay compensation of Kshs.170 million to the Petitioners and further to facilitate their resettlement. This had, however, not been done.

The Petitioners therefore prayed that the Senate intervenes to ensure compliance by the government with the Court Award for compensation and resettlement of the Petitioners, and for the compensation for other affected villages which were not subject of the said Award.

**Honourable Speaker,**

In considering the Petition, the Committee undertook a site visit to Kwale County where it met and received submissions from the Petitioners and inspected the subject parcels of land. The Committee also invited submissions from and held deliberations with KISCOL, the National Land Commission and the Office of the Attorney General and considered written submissions from the Cabinet Secretary for Lands, Public Works, Housing and Urban Development and the Cabinet Secretary for the National Treasury and Economic Planning. A summary of these engagements is set out in Chapter Two of the Report. Chapter Three of the Report contains the Committee Observations and our Recommendations are set out in Chapter Four of the Report.

Notably, the Committee recommends that the government sets aside funds in the Budget for FY 2025/2026 towards implementing the ELC Judgment for compensation and resettlement of the Petitioners and that it submits a status report to the Senate within ninety (90) days of the tabling of this Report.

## CHAPTER ONE: INTRODUCTION

### 1.1 Right to Petition Parliament

1. The right to present petitions to public authorities is provided for at Article 37 of the Constitution. Article 119(1) further provides that *'Every person has a right to petition Parliament to consider any matter within its authority, including to enact, amend or repeal any legislation.'*
2. Parliament enacted the Petition to Parliament (Procedure) Act (No. 12 of 2012) to make provision for the procedure for the exercise of this right. Further, Part XXVII of the Standing Orders of the Senate also makes provision of how this right may be exercised.

### 1.2 Summary of the Petition

3. At a sitting of the Senate held on Wednesday, 27<sup>th</sup> March, 2024, the Speaker of the Senate reported that a Petition had been received from Mr. Bakari Halifan Munge and three other residents of Kwale County regarding the implementation of a Court Order by the Environment and Land Court for compensation and land resettlement to the owners of Ramisi Phase 1 Block 5056 in Kwale County. A copy of the Petition is attached to this Report as *Annex 2*.
4. The salient issues contained in the Petition were that –
  - a) The Petitioners were the legitimate owners of the property known as Ramisi Phase 1 Block 5056 in Kwale County;
  - b) The Petitioners have occupied the said land since precolonial times, having inherited the same land from their forefathers;
  - c) Measures were put in place to settle the rightful owners on the land which was ancestral;
  - d) To settle the rightful owners, the Government embarked on a settlement scheme which resulted in issuance of offer letters to the squatters;
  - e) The said land is currently being occupied by Kwale International Sugar Company Limited through forceful and unlawful demolition of housing structures, destruction of property belonging to the squatters and alleging that they were the legitimate owners of the property having been issued with a lease by the government; and
  - f) The public having had their property maliciously destroyed were dispossessed of their land, and displaced, in the process, their livelihoods were destroyed without any form of compensation.

5. The Petitioners further submitted that –
- a) Through Mkupuo Network Awareness, a non- partisan community-based organization duly registered under the Ministry of Labour and Social Protection, lodged a petition at the Environment and Land Court in Kwale against the Ministry of Labour and Social Protection, the Director of Land Adjudication and Settlement, Kwale, Kwale International Sugar Company Limited and the Attorney General. In the Court petition, the Petitioners –
    - i) Sought to reclaim legitimate ownership of the aforementioned land;
    - ii) Prayed that the Court restrains Kwale International Sugar Company Limited from accessing the land in any manner;
    - iii) Prayed that the Court issues a declaration that the act of the company to forcefully occupy the land was unlawful and unconstitutional;
    - iv) Sought damages against Kwale International Sugar Company Limited for breach and/or violation of their rights pertaining to ownership and protection of their property;
    - v) Prayed that the Court issues an order directing the respondents within 90 days of the Court’s judgement to perform their constitutional duties and forthwith issue Certificates of Title to members of the public that had been residing in the said land and resettle them; and
    - vi) Prayed that the Court issues an order that Kwale International Sugar Company Limited bears the cost of the Petition and makes any other judgement that it deems fit in the matter.
  - b) On 27<sup>th</sup> January, 2023, the Environment and Land Court, Kwale, rendered a Judgement in ELC Petition Case No.14 of 2021 (*Mkupuo Network Awareness -Vs- Cabinet Secretary, Ministry of Lands, Public Works, Housing and Urban Development and Others*), ordering compensation of the Petitioners to the tune of Kshs170 million;
  - c) The Court granted 12 months to comply with this Decree, which duly expired on 27<sup>th</sup> January, 2024; and
  - d) Despite the lapse of the timeframe, this Decree has not been complied with to date, causing undue hardship and suffering to the petitioners.
6. The Petitioners therefore prayed that the Senate –
- a) Intervenes with a view to ensure prompt payment of the compensatory funds due to the Petitioners to the tune of Kshs170 million;
  - b) Since the assessment was for one village named Nikaphu, the Senate also follows up on the compensation of the remaining villages which were not included in the valuation report; and
  - c) Intervenes and ensures prompt resettlement of the squatters affected as directed in the Court’s Decree, providing the Petitioners with at least five

acres each to match the size the Government had previously allocated to them, with the legal representatives of the Petitioners participating in each step for oversight purposes.

7. A copy of the Judgment in Kwale ELC Petition No.14 of 2021 (*Mkupuo Network Awareness -Vs- Cabinet Secretary, Ministry of Lands, Public Works, Housing and Urban Development and Others*) is attached to this Report as **Annex 3**.
8. Pursuant to Standing Order 238(1), the Speaker committed the Petition to the Standing Committee on Justice, Legal Affairs and Human Rights for consideration.

## **CHAPTER TWO: CONSIDERATION OF THE PETITION**

### **2.1 Introduction**

9. Pursuant to provisions of the Petitions to Parliament (Procedure) Act (Cap 7E) and the Senate Standing Orders, the Committee proceeded to consider the Petition by way of a fact-finding visit to the affected parcels of land, meetings with key stakeholders to deliberate on the Petition, as well as receipt and consideration of written responses to the Petition.

### **2.2 Site Visit and Receipt of Submissions from the Petitioners**

10. On 19<sup>th</sup> June, 2024, the Committee undertook a site visit to the affected parcels of land in Kwale County where it met and received submissions from the Petitioners.
11. In addition to the information contained in the Petition as submitted to the Senate, the Petitioners informed the Committee that –
  - a) There were over 600 homes and over 1,000 people residing on the contested parcel of land, which also hosted five (5) public schools and five (5) designated polling stations;
  - b) Kwale International Sugar Company Limited (KISCOL) took their land from them without any compensation, an action which resulted in the loss of property including their homes, crops and land;
  - c) The area Deputy County Commissioner was the official responsible for bringing trucks to demolish their homes and destroy trees and crops, with fourteen (14) policemen present during the operation, an action that left them helpless at that point in time; and
  - d) As a result of these actions, the residents were forcibly displaced from their homes, despite possessing allotment letters for the properties.
12. The Petitioners urged the Committee to deal with the matter with urgency and ensure that they received due compensation for their land, homes and crops which were destroyed.
13. The County Attorney and County Solicitor who were both present at the meeting supported the Petitioners and, noting that the timelines given in the ELC Judgment had lapsed, urged the Committee to work with various stakeholders to ensure the full implementation of the Judgment.

### **2.3 Response by Kwale International Sugar Company Limited**

14. Kwale International Sugar Company Limited (KISCOL) presented a written response to the Petition and appeared before the Committee on Tuesday, 8<sup>th</sup> October, 2024 to deliberate on the Petition.
15. In its submissions, KISCOL addressed the historical background of the dispute, the challenges the Company had faced with squatters on a portion of the land, their efforts to address the issue and the impact of ongoing disputes. Notably, KISCOL submitted that the issue of squatters had negatively impacted on its project timeline and financial viability and urged the Senate to facilitate a resolution of the matter in question.
16. KISCOL submitted that it was allocated 42,000 acres, with 27,000 acres earmarked for the Ramisi Sugar Factory and 15,000 acres (6,082 Ha) for the government for resettlement and squatter compensation. However, approximately 2,500 Ha within L.R. No. 27742 were still occupied by squatters, denying KISCOL full access and utilization of this land. KISCOL asserted that this presence hinders cane farming and the completion of infrastructure projects like the power line and bulk water supply project.
17. They further submitted that the company had faced numerous legal challenges and Court Orders with regards to the subject matter, including in Mombasa ELC Petition No. 8 of 2019, where squatters sought a declaration they be issued with the titles to the land. The case was dismissed by the court on 13<sup>th</sup> January, 2022. Nonetheless, the squatters continued to occupy certain areas of the land.
18. KISCOL noted that, from the initial land it was allocated by the government, about 1,000 Ha was excised for the Base Titanium Special Mining Area, further reducing KISCOL's leased land within L.R. No. 27742. This necessitated the company to initiate proceedings in ELC Petition No. 43 of 2020 to clarify the Court's judgment regarding the ownership and utilization of L.R. No. 5056/6. The Court, in its Judgment of 27<sup>th</sup> January, 2023, confirmed that KISCOL acquired the property but mandated compensation and resettlement of genuine squatters within 12 months of the judgment.
19. KISCOL submitted that it then engaged relevant government agencies to address the issue of land allocation and compensation. Two parcels of land (L.R. No. 5004/86 and L.R. No. 12305/48) totaling approximately 3,100 Ha initially issued as compensation were recalled due to double allocation.

20. KISCOL proceeded to approach the government of Kenya to be allocated additional land to complete its project and address the land deficit. In this regard, the National Land Commission approached the Cabinet Secretary for Treasury for allocation of compensation titles to KISCOL, following which KISCOL was allocated L.R. No. 5056, measuring 1,906 Ha, as part of compensation.
21. Subsequently, there were stakeholder engagements where 351.03 Ha was excised from L.R. No. 5056 to cater for the resettling of squatters and other public utilities comprising schools, health centers, market centers, mosques and churches.
22. The Ministry of Lands and Physical Planning and the National Land Commission instructed the excision process, inspection and valuation for *ex gratia* pay. This was conducted by officials drawn from the Ministry of Lands between 28<sup>th</sup> February, 2019 and 8<sup>th</sup> March, 2019, covering the villages of Kanana, Kidimu, Kiranze, Nguu, Nikhapu, and Mkono wa Ndugu within Pongwe Kikoneini Ward. This exercise was meant to identify genuine squatters for resettlement and compensation.
23. Upon completion of the excision process, KISCOL was issued with a Certificate of Title for L.R. No. 5056/6 measuring 1,519 Ha and a new Survey Plan No. 436140. This followed the excision of land for Kanana Educational Complex (50.22 Ha), Mkono wa Ndugu (67.93 Ha), Kanana Centre (107 Ha), Kidimu Village (25.6 Ha) and Nikhapu Village (100 Ha).
24. The Company mobilized resources for land development activities on L.R. No. 5056/6, including site clearance, hedge removal, vegetation clearing, harrowing, plowing, road formation, maintenance, back filling, drainage works, fire breaks, and planting of cane which were undertaken despite persistent resistance from the squatters.
25. The continued squatter occupation of certain areas of KISCOL land, particularly L.R. No. 27742 and L.R. No. 5056/6 denied the company full access, occasioning dire consequences to the project, including delayed project completion, increased project costs (additional USD 100 million in costs, loss of annual revenue of USD. 40 million, loss of tax revenue to the government, and depressed socio-economic impact.
26. In response to the specific prayers by the Petitioners, KISCOL submitted that –

- a) *Prayer 1 and 3: KISCOL –*
  - i) supported the Senate's intervention in ensuring the compensation and relocation of genuine squatters in line with court orders and established timelines;
  - ii) sought assistance from the Senate in addressing the existing land deficit to facilitate the relocation of squatters within L.R. No. 27742;
  - iii) emphasized the importance of verifying the status of resettlement schemes to secure a sustainable and long-term solution for coexistence; and
  - iv) observed that the legal representatives of the Petitioners do not possess lawful authority to inspect or assess the value of the land.
  
- b) *Prayer 2: KISCOL –*
  - i) opposed the conduct of a new valuation exercise for villages other than Nikhapu, maintaining that the previous assessment was thorough and inclusive; and
  - ii) noted that the earlier evaluation encompassed surveying, excision, inspection, and valuation, covering 350.93 hectares across the relevant villages.

27. A copy of the written response by Kwale International Sugar Company Limited is attached to this Paper as *Annex 4*.

#### **2.4 Submissions by the Office of the Attorney General**

28. The Office of the Attorney General submitted a written response and was represented before the Committee at a meeting held on Tuesday, 8<sup>th</sup> October, 2024 to deliberate on the Petition.

29. In its submission, the Office of the Attorney General –

- a) Observed that the core issue in the Petition revolved around land dispute in Ramisi Phase 1 Block 5056, where a group of squatters claim legitimate ownership and ancestral occupation, while the land is legally leased to KISCOL;
- b) Submitted that it filed a replying affidavit on behalf of the Ministry of lands in response to the petition where it was admitted that the parcel of land Ramisi Phase 1 Block 5056 was Government land leased to KISCOL by the National Treasury;

- c) Noted that, although letters of offer had been issued to the petitioner's members on 16<sup>th</sup> June, 2008, the Settlement Scheme was determined to have overlapped the KISCOL land, making its implementation unfeasible;
  - d) Confirmed that it was informed of the Court's judgment delivered of 27<sup>th</sup> January, 2023 in which the specific orders requested by the petitioners were not granted. Instead, the court directed the Ministry of Lands and the National Land Commission to identify and resettle the genuine squatters within a defined timeframe; and
  - e) Recommended that the Ministry of Lands and the National Land Commission comply with the court judgment and identify alternative land for resettlement, acknowledging the existing lease.
30. The AG's Office further brought to the attention of the Committee the existence of another case, that is Mombasa High Court Commercial Case No. E020 of 2022, in which KISCOL was seeking approximately Kshs.32 billion in compensation from the Government, citing business losses due to the invasion of their leased land by squatters, with Ramisi Phase 1 Block 5056 being among the affected properties.
31. A copy of the response by the Office of the Attorney General is attached to this Paper as *Annex 5*.

## **2.5 Submissions by the National Treasury and Economic Planning**

32. By a letter dated 11<sup>th</sup> October, 2024, the Committee invited the Cabinet Secretary for the National Treasury and Economic Planning to address the Committee on the question of the Case filed by KISCOL at the High Court in Mombasa seeking compensation on account of losses arising from being unable to fully access and utilize the allocated parcels of land.
33. In response, the Ministry submitted that –
- a) The matter concerning the Mkupuo Network Awareness petition and the court award involved a collaborative effort across various government ministries and bodies, including the Ministry of Lands, the National Lands Commission, the Attorney General and Ministry of Agriculture and Livestock Development;
  - b) The complex nature of compensation and resettlement issues of such nature often requires coordination between different government entities;
  - c) The Ministry was a party in *Mombasa High Court Commercial Case No. E220 of 2023 Kwale International Sugar Company Ltd Vs Cabinet Secretary*

*for the National Treasury* which was ongoing and was scheduled for hearing in November, 2024; and

- d) The implementation of the court award and related compensation or resettlement was tied to active litigation, which likely impacts the timeline and process for resolution.

- 34. A copy of the response by the National Treasury and Economic Planning is attached to this Paper as *Annex 6*.

## **2.6 Submissions by the National Land Commission**

- 35. The National Land Commission submitted a written response and appeared before the Committee at a meeting held on Tuesday, 8<sup>th</sup> October, 2024 to deliberate on the Petition.

- 36. In its submission, the National Land Commission clarified that the compensation process by the Commission is ordinarily under part VIII of the Land Act (Cap 280) which deals with compulsory acquisition. In this case, the court judgement focused on compensation and settlement, which is under part IX of the Act. The Commission was, however, available to provide support to the national or county governments if called upon.

- 37. A copy of the response by the National Land Commission is attached to this Paper as *Annex 7*.

## **2.7 Submissions by the Ministry of Lands, Public Works, Housing and Urban Development**

- 38. Following an invitation by the Committee, the Ministry of Lands submitted an initial response on 4<sup>th</sup> October, 2024 and a further response on 16<sup>th</sup> April, 2025.

- 39. In the said responses, the Ministry submitted that –

- a) The Government of Kenya allocated LR. No. 5004/30/R to Kenya Sugar Company in early 1920's for a term of 999 years. The land comprised of 42,000 acres (17,004 Ha) and it was allocated for purposes of growing sugarcane on a commercial scale. The project was expected to provide employment and grow the National and local economies.
- b) In the 1960's, the Kenya Sugar Company went into receivership. In 1969, Associated Company Limited (Ramisi Sugar Company) acquired it. In order

- to revive operations, Ramisi Sugar Company took a loan from the Bank of India using the land as collateral. After some time, it defaulted on the loan.
- c) The Government compulsorily acquired the land and allocated 27,000 acres (10,931 Ha) for squatter settlement. KISCOL retained 15,000 acres (6,072 Ha) which was surveyed as LR. 27742 measuring 15,030.1 acres (6082.6 Ha) for a term of 99 years from 20<sup>th</sup> August, 2007. Settlement of squatters was to be done in three phases, that is Kwale/Ramisi Phase I, II and III.
  - d) In the same year, the first phase of settlement (Kwale/ Ramisi Phase I) comprising 2,672.53 Hectares commenced on L.R. No. 5056 (1,906 Ha), L.R. No. 5041 (368.05 Ha), L.R. No.1080 (259.0 Ha) and LR. No. 5031 (129.3 Ha). The scheme was set to accommodate 350 displaced families and 450 families from the host community.
  - e) Whereas Kwale/Ramisi Phase II and III were implemented successfully, Phase I did not take off.
40. The Ministry further informed the Committee that –
- a) In September 2015, the National Land Commission sought approval from the National Treasury to allocate twelve parcels of land to KISCOL, namely L.R. Nos. 5056 (1906 Ha), 5041 (364 Ha), 1080 (258 Ha), 5034 (10 Ha), 1083 (131 Ha), 5032 (43 Ha), 1082 (132 Ha), 5030 (57 Ha), 1084 (133 Ha), GL.1 (140 Ha), GL.2 (170 Ha) and 15031 (129 Ha). The total proposed allocation measured 3,473 Ha.
  - b) In November 2015, the National Treasury approved the allocation of L. R. No. 5056 to KISCOL, subject to excision of 351 Hectares for public use. This was to cater for five existing centres, namely Kanana Educational Complex, Mkono wa Ndugu, Kanana Centre, Kidimu Village, and Nikhapu Village.
  - c) This allocation created an overlap with land that was meant for Kwale/Ramisi Phase 1 Settlement Scheme. Consequently, the scheme was put in abeyance.
  - d) Squatters encroached into L.R. No 27742 and the government compensated KISCOL with LR. No. 5004/86 (957 Ha) and L.R. No.12335/4 (2063.3 Ha) which were also encroached upon by squatters who went to court claiming ownership.
  - e) Upon request by the Government, KISCOL agreed to surrender land for settlement which resulted in the establishment of Ramisi II and III on LR Nos 5004/86 and 12335/4 which had previously been allocated to the Company.

41. Regarding implementation of the Judgment in Petition No.14 of 2021 (*Formerly MSA ELC Petition No. 43 of 2020*), the Ministry submitted that –
- a) The National Land Commission vide a letter dated 9<sup>th</sup> January, 2019 had requested the Ministry for valuation of Nikaphu village for purposes of compensation. The valuation was done and a figure of Kshs 170,100,000/= was arrived at. This figure was adopted by the ELC in the said Petition.
  - b) The Ministry was still in the process of identifying suitable land for the settlement of the petitioners in liaison with the Ministry of Interior and National Administration for identification of genuine squatters.
  - c) The issue of monetary compensation was still outstanding. The Ministry had anticipated that the liability for this undertaking lies with KISCOL since it is the one which effected the demolition. However, the Ministry would hold consultations with the National treasury for a solution to the matter.
  - d) The National Land Commission was better placed to give response regarding valuation for the other villages.
42. In its supplementary response dated 16<sup>th</sup> April, 2025, the Ministry submitted that –
- a) The establishment of Kwale/Ramisi Phase 1 Settlement Scheme in 2007 aimed to relocate displaced families from land formerly owned by Kwale International Sugar Company Limited (KISCOL) to support sugarcane farming. The scheme covered four parcels of land, that is L.R. Nos. 5056, 5041, 1080 and 5031, spanning approximately 2,672 hectares and was distributed among 800 beneficiaries, comprising 350 displaced families and 450 members of the host community.
  - b) Following complaints from KISCOL regarding insufficient land affecting its operations, the Ministry proposed reallocation of certain parcels, leading to the National Land Commission allocating L.R. No. 5056 to KISCOL in 2016, after obtaining approval from the Cabinet Secretary for the National Treasury. This created an overlap in land rights between squatters and KISCOL.
  - c) As part of the allocation, KISCOL was required to excise 351 hectares for public use, benefiting several local centers as illustrated below –

<b>Centre</b>	<b>Allocated Land (ha)</b>	<b>Land Reference Number</b>
Kanana Educational Complex	50.22	LR No. 5056/1
Mkono wa Ndugu	67.93	LR No. 5056/2
Kanana Centre	107	LR No. 5056/3
Kidimu Village	25.6	LR No. 5056/4

Nikhapu Village	100	LR No. 5056/5
KISCOL	1,519	LR No. 5056/6 (CR No 73693)

- d) The demarcation and planning for Kidimu Village had been completed, and Title Deeds prepared for issuance. The process was still ongoing for the other villages.
43. Regarding the payment of compensation of Kshs.170 million as directed by the ELC, the Ministry submitted that it had written to the National Treasury in February 2025 seeking an allocation of the said amount to facilitate the settlement of the compensation claim. The National Treasury responded advising the Ministry to pay the compensation claim using the funds already allocated through the supplementary budget. However, the Ministry clarified that the funds referenced by the National Treasury had already been allocated to other projects, making it impossible to settle the compensation claim as advised.
44. Consequently, in March 2025, the Ministry requested a specific budgetary allocation from the National Treasury to fund the compensation, a matter which was still pending.
45. On the issue of resettlement of squatters, the Ministry submitted that it had not yet acquired suitable alternative land for resettlement due to insufficient budgetary allocation. It stated that, with adequate funding from the National Treasury, it will proceed with the compensation and relocation as required.
46. The Ministry further submitted that –
- a) KISCOL filed Mombasa High Court Commercial Case No. E20 of 2022, alleging that the Government breached its contractual obligations under a sublease dated 20<sup>th</sup> August, 2007. In the suit, KISCOL is seeking approximately Kshs.35 billion in special damages for breach of statutory and contractual duties.
  - b) The basis of the suit was that, upon attempting to access the leased land for its greenfield sugar manufacturing plant, KISCOL found squatters occupying 5,816 acres. The Government initially allocated L.R. Nos. 5004/86 and 12335/4 as compensation, but these titles were later recalled due to double allocation. The National Land Commission then assigned L.R. No. 5056 comprising 1,906 Ha, which turned out to also be occupied by squatters. As a resolution, 351.03 Ha was excised for the resettlement of squatters.

- c) Though KISCOL received its Certificate of Title on 29<sup>th</sup> August 2019, L.R. No. 5056/6 remained inaccessible due to due to ongoing legal challenges from squatters through a separate case, namely Mombasa ELC Petition No. 43 of 2020, which had now been determined.
47. A copy of the response from the Ministry of Lands is attached to this Report as *Annex 8*.

### CHAPTER THREE: COMMITTEE OBSERVATIONS

48. Having considered the Petition and the submissions received thereon, the Standing Committee on Justice, Legal Affairs and Human Rights observes that –
- a) There has been undue delay on the part of the National Government in complying with the Judgment of the Environment and Land Court in Kwale ELC Petition No.14 of 2021, *Mkupuo Network Awareness -Vs- Cabinet Secretary, Ministry of Lands, Public Works, Housing and Urban Development and Others*, in which the Court directed the Ministry of Lands and the National Land Commission to ensure the compensation and relocation of genuine squatters within a period of 12 months from the date of the judgement. This continues to cause undue hardship and suffering to the petitioners.
  - b) While the award for compensation in the subject case related only to Nikaphu Village, it is important that the National Government also addresses itself to claims for compensation and resettlement by the residents of the other affected villages, namely, Kanana, Kidimu, Kiranze, Nguu and Mkono wa Ndugu within Pongwe Kikoneini Ward, in Kwale County.
  - c) The cases of overlapping allocations of the same parcels of land to different entities and for different purposes reveals structural weaknesses in the land administration and management systems in place. It is important that the National Government puts in place systems to ensure clear demarcation and identification of land, including through the deployment of advanced technological tools and systems.
  - d) The non-resolution of the issues raised in the Petition continues to sustain an undesirable scenario where KISCOL is unable to commercially benefit from the Lease issued by the government and, at the same time, the persons residing on the land and categorized as squatters are unable to benefit from the land due to the uncertainties and tenure insecurity brought about by the competing claims to the land coupled with the lack of title documents. This has further exposed the National Government to litigation in which taxpayers may lose up to Kshs.35 billion.
49. With regard to the specific prayers by the Petitioners, the Committee observes as follows –

*a) Prayers 1 and 3, for compensation and resettlement*

The Committee observes that the Ministry of Lands and National Treasury and Economic Planning to secure budget payment of compensation and to secure suitable alternative of the petitioners as directed by the Court. While the funds during the Financial Year 2024/2025, the Committee urges and that the necessary funds be included in the budget of Ministry of Lands for Financial Year 2025/2026.

*b) Prayer 2, for valuation of the remaining villages*

The Committee observes that, from the documents furnished to it, valuation had been undertaken for all the villages, and the report of the same is available. There may thus not be need to undertake another valuation exercise. Instead, efforts should be directed towards ensuring that funds are made available to facilitate compensation and resettlement of squatters in the other affected villages alongside Nkhapu village.

#### CHAPTER FOUR: COMMITTEE RECOMMENDATIONS

50. Arising from its observations as set out in the preceding Chapter, the Standing Committee on Justice, Legal Affairs and Human Rights recommends that the Ministry of Lands, Public Works, Housing and Urban Development –
- i) liaises with the National Treasury and Economic Planning to ensure that funds are set aside in the budget for Financial Year 2025/2026 towards complying with the Judgment in Kwale ELC Petition No.14 of 2021, *Mkupuo Network Awareness -Vs- Cabinet Secretary, Ministry of Lands, Public Works, Housing and Urban Development and Others* for compensation and resettlement of the petitioners;
  - ii) liaises with the National Land Commission to secure suitable alternative parcels of land for resettlement of the petitioners;
  - iii) evaluates the claims for compensation and resettlement by the residents of the other affected villages, namely, Kanana, Kidimu, Kiranze, Nguu and Mkono wa Ndugu within Pongwe Kikoneini Ward, in Kwale County;
  - iv) puts in place a verification mechanism to ensure that only genuine and deserving squatters benefit from the compensation and resettlement scheme;
  - v) undertakes a comprehensive review of conflicting land allocations to establish clarity and secure legitimate titles to beneficiaries;
  - vi) puts in place systems to ensure clear demarcation and identification of land, including through the deployment of advanced technological tools and systems, to eliminate instances of overlapping and concurrent allocations of the same parcels of land to different entities; and
  - vii) submits a status report to the Senate within **ninety (90) days** of the tabling of this Report.

## LIST OF ANNEXES

- Annex 1:** Minutes of the Committee in considering the Petition
- Annex 2:** Copy of the Petition
- Annex 3:** Judgment in Kwale ELC Petition No.14 of 2021 - *Mkupuo Network Awareness -Vs- Cabinet Secretary, Ministry of Lands, Public Works, Housing and Urban Development and Others*
- Annex 4:** Response by Kwale International Sugar Company Limited
- Annex 5:** Submissions by the Office of the Attorney General
- Annex 6:** Submissions by the National Treasury and Economic Planning
- Annex 7:** Submissions by the National Land Commission
- Annex 8:** Submissions by the Ministry of Lands, Public Works, Housing and Urban Development

49

iii After allocation of the said parcels of land to the squatters, the Government compensated the squatters with two parcels of land LR No. 5004/55 and 87, and LR No. 12335/4 measuring 952 Ha and 4053.4 Ha respectively to cover for portion inhabited by squatters in the initial lease.

iv These two parcels of land also, were invaded by squatters some of whom later moved to court to claim ownership.

v The Government thereafter requested KISCOL to give up the parcels so encroached upon by squatters in return for alternative land as compensation. KISCOL has since obliged and given up the parcels of land for squatters' settlement, and

vi In view of the above and given that the Government has the obligation to compensate KISCOL for the lost land, you have identified suitable parcels of land totalling 3473 Ha for compensation to KISCOL.

We have reviewed your request and found it to be in order. The National Treasury concurrence therefore, is hereby granted for the National Land Commission to go ahead and allocate the following pieces of land, all located in Kwale County, to KISCOL as requested

Size (Ha)  
1,906

354

258

10

131

43

132

57

131

141

141

107

LR No

1

5046

2

5041

3

1080

4

5034

5

1083

5032

1082

50

The land was to be used for the purpose of undertaking sugarcane  
processing and related to sugar cane farming.

On 20th August, 2007 GOK entered into a lease agreement with  
Kwale International Sugar Company Limited over Land Reference  
No. 27742 measuring 6,082.6 Hectares (15,030.4 acres) situated  
in Kwale District.

We have reviewed your request and note as follows

Case refer to your letter Ref N/C/CHAIRMAN/VOLXII/72 dated 15th  
September 2015 on the above captioned matter

RE: ALLOCATION OF LAND TO KWALE INTERNATIONAL SUGAR  
COMPANY LIMITED (KISCOI)

Dear Sir,  
*[Signature]*

Muhammad A. Swazuri, PhD, OGW  
Chairman National Land Commission  
Archdi House  
Nairobi

3rd November, 2015

Ref: COME/MOF/28/01

Ministry of Lands  
P.O. Box 221524/330426  
Tel: 254 20 271739  
When replying please quote

THE TREASURY  
P.O. Box 20007  
Nairobi

REPUBLIC OF KENYA  
THE NATIONAL TREASURY



48  
Annexure 2



**REPUBLIC OF KENYA**  
**IN THE ENVIRONMENT AND LAND COURT**

**AT MOMBASA**

**CONSTITUTIONAL PETITION NO. 8 OF 2019**

**(FORMERLY MOMBASA HIGH COURT CONSTITUTIONAL PETITION NO. 65 OF 2011)**

**IN THE MATTER OF ENFORCEMENT OF FUNDAMENTAL RIGHTS AND FREEDOMS OF INDIVIDUALS UNDER  
ARTICLE 23 (3) AND 165 (3) OF THE CONSTITUTION**

**AND**

**IN THE MATTER OF ALLEGED CONTRAVENTION OF FUNDAMENTAL RIGHTS AND FREEDOMS UNDER  
ARTICLES 21,22,23,27,28,39,40,62 (2) AND 63 OF THE CONSTITUTION OF KENYA**

**AND**

**IN THE MATTER OF ARTICLES 1,2,3,6,7,8,9 AND 17 OF THE UNIVERSAL DECLARATION OF HUMAN RIGHTS  
(UDHR)**

**BETWEEN**

**SAID OMAR MWITU & 5 OTHERS (Suing on their own behalf and on behalf of 610 residents of Mabatani, Nyumba Sita,  
Vidziani, Gonjora, Fahamuni, and Kigwede area – Msambweni – Kwale County)**

**AND**

**KWALE INTERNATIONAL SUGAR CO. LIMITED.....1<sup>ST</sup> RESPONDENT**  
**COUNTY COUNCIL OF KWALE .....2<sup>ND</sup> RESPONDENT**  
**DISTRICT LAND REGISTRAR – KWALE.....3<sup>RD</sup> RESPONDENT**  
**THE SENIOR REGISTRAR OF TITLES..... 4<sup>TH</sup> RESPONDENT**  
**THE COMMISSIONER OF LANDS..... 5<sup>TH</sup> RESPONDENT**  
**THE PERMANENT SECRETARY TO THE TREASURY OF KENYA.....6<sup>TH</sup> RESPONDENT**

THE PERMANENT SECRETARY MINISTRY OF AGRICULTURE.....7<sup>TH</sup> RESPONDENT

THE PROVINCIAL ADMINISTRATION..... 8<sup>TH</sup> RESPONDENT

THE HON. ATTORNEY GENERAL .....9<sup>TH</sup> RESPONDENT

### JUDGMENT

*(Suit by petitioners alleging various breaches of their constitutional rights by the respondents; basis of the claim being a lease granted by the Government to the 1<sup>st</sup> respondent over land measuring about 15,000 acres in Ramisi area; lease granted for purposes of allowing the 1<sup>st</sup> respondent to farm sugarcane and revive the sugar industry in the area; petitioners claiming that this is their indigenous land held in trust by the County Council of Kwale under the Trust Land Act, and they ought to have been allotted the land or involved and compensated before the land was leased to the 1<sup>st</sup> respondent ; petitioners claiming that the lease to the 1<sup>st</sup> respondent is thus illegal and should be nullified and the land offered to them; petitioners further alleging that the 1<sup>st</sup> respondent embarked on an eviction exercise where the petitioners were forcibly evicted from their homes and their six villages flattened; petition opposed with respondents asserting that this was not trust land held by the County Council of Kwale but was private land owned by private companies, the last holder having gone into receivership, and that the Government acquired the land and eventually issued a lease to the 1<sup>st</sup> respondent for part of the land so as to revive the sugar industry in the coast region; respondents denying any forceful eviction of the petitioners; evidence showing that the position of the respondents over the proprietorship of the land is correct and that the land was not trust land but private land; evidence further demonstrating that the lease was only for part of the land and that the Government reserved 27,000 acres for settlement of squatters; petitioners in their evidence retracting the claim for nullification of the lease to the 1<sup>st</sup> respondent and now wishing to be allocated the 27,000 acres and be shown the boundaries of the land of the 1<sup>st</sup> respondent; no basis therefore to nullify the title of the 1<sup>st</sup> respondent to the 15,000 acres leased to it; issue of allotment of 27,000 outside the pleadings presented in the case; no evidence of previous occupation of the land of the 1<sup>st</sup> respondent by the petitioners; no sufficient evidence proving that the houses of the petitioners were flattened and that they were forcefully evicted and that they suffered loss; petition dismissed)*

#### A. INTRODUCTION AND PLEADINGS

1. This suit was commenced through a petition which was filed on 26 October 2011 at the High Court in Mombasa and registered as Constitutional Petition No. 65 of 2011. The petition was subsequently transferred to this court thus the new number Mombasa ELC Petition No. 8 of 2019. The petition was originally filed by one person, Kassim Ali Kama, who stated that he was filing the petition on his own behalf and on behalf of 610 residents of Mabatani, Nyumba Sita, Vidziani, Gonjora, Fahamuni and Kingwede areas in Msambweni, Kwale County. Mr. Kassim died sometimes in the year 2016 or thereabout before the petition could be heard. The petition was then taken over by six persons which led to the petition being amended through an amended petition dated 10 July 2020 and filed on 13 July 2020. The now six petitioners appear to respectively represent the six villages of Mabatani, Nyumba Sita, Vidziani, Gonjora, Fahamuni and Kigwede, said to be affected in this petition. Apart from the substitution of the deceased original petitioner, and a few other amendments in the body of the petition, the original petition more or less remained the same.

2. When the petition was originally filed, the sole petitioner sued Kwale International Sugar Company Limited, the County Council of Kwale, the District Land Registrar-Kwale, the Senior Registrar of Titles, the Commissioner of Lands, the Permanent Secretary to the Treasury, the Permanent Secretary Ministry of Agriculture, the Provincial Commissioner, Msambweni District, and the Attorney General, as the 1<sup>st</sup> to 9<sup>th</sup> respondents respectively. I have seen from the record that there was an application dated 11 June 2018 seeking to join the National Land Commission and the Kwale District Land Adjudication Officer as the 10<sup>th</sup> and 11<sup>th</sup> respondents which application was allowed on 12 June 2018. The amended petition filed on 13 July 2020 however still retains the original 9 respondents though it does appear that the suit has been continued as if the National Land Commission succeeded the Commissioner of Lands and the County Government of Kwale succeeded the County Council of Kwale. The State Law Office has been appearing for all Government entities sued in the matter.

3. The subject matter of this suit is the land parcel LR No. 5004/30/R (though the amended petition also describes the land as LR No. 27742) (hereinafter referred to as 'the suit land').

4. The amended petition, the petitioners contend to be the beneficial owners of the suit land which they claim was trust land under the Kwale County Council. They aver that they are the original indigenous residents of the land as members of the Digo tribe and

that they have been on the land since time immemorial. They claim that they have been asking to be allocated land but they have never been so allocated. They aver that the 1<sup>st</sup> respondent (Kwale International Sugar Company Limited, sometimes referred to herein as Kisco) was granted 15,000 acres which it has used to cultivate sugar. They contend that there is no valid ownership documentation in favour of the 1<sup>st</sup> respondent and further that the 1<sup>st</sup> respondent moved into the property around the year 2007 and started multifaceted violations of harassing, harming, maiming, and forcibly displacing the petitioners, and that she destroyed their crops, livestock and homesteads, estimated at over Kenya Shillings Nine Hundred Million (Kshs.900,000,000/=). They complain of attempted forced eviction by the respondents. They plead that the 1<sup>st</sup> respondent violated an order of injunction and was fined Kshs. 500,000/= for being in contempt of court. They also contend that the 1<sup>st</sup> respondent has caused some of the petitioners to be charged in various criminal cases which they have enumerated. They claim that a sublease in favour of the 1<sup>st</sup> respondent, dated 20 August 2007, was not properly executed and has not been registered, and thus there is no proof of ownership of the land by the 1<sup>st</sup> respondent. They further plead that it was wrong and illegal for the 3<sup>rd</sup> respondent (District Land Registrar-Kwale) to lease the land without taking into account the proprietary interests of the community and failing to appreciate that the land was not available for alienation. They contend that even if the land was to be acquired by the Government, they ought to have been involved in its setting apart, and be resettled and compensated, rather than being rendered homeless and destitute. They state that the resettlement of other persons other than the descendants of the original indigenous inhabitants in the property is wrongful and amounts to fraud, and is discriminatory against the native people. They aver that the failure by successive Governments to redress them for alienation of their land has denied them equal opportunity for economic and social development as other Kenyan communities.

5. In the amended petition, the petitioners seek the following orders :-

*i. Orders compelling the 5<sup>th</sup> Respondents to forthwith allot and issue letters of allotment for Plot L. No. 5004/30/R also identified from the Technical Committee Report (Headed by Nelson Marwa Regional Coordinator Coast Region then) LR NO.5004/30 which is identifiable as LR NO 5004/30 Folio No.343 RegisterNo.69 Plot Parcel NO.LR 27742 dated 16/07/07 File reference No. C176/XII/40 Computations No. 55074 and also the Director of Surveys (Ministry of lands has issued a deed plan as Deed Plan No.277846 Folio No. 343/69, Plot Parcel No. L.R 27742 dated 13/08/07 Computations No. 55074 Net area 6082.60 Ha.) Msambweni District in favour of your petitioners and the entire community occupying areas such as Vidziani, Mabatani, Nyumba Sita, Kingwede and Gonjora.*

*ii. Order compelling the 3<sup>rd</sup> Respondent through the 4<sup>th</sup> Respondent to forthwith issue your Petitioners with a Certificate of Ownership or title documents for Plot LR. No. 5004/30/also identifiable from the Technical Committee Report (Headed by Nelson Marwa Regional Coordinator Coast Region then) as LR NO 5004/30 Folio No.343 RegisterNo.69 Plot Parcel NO.LR 27742 dated 16/07/07 File reference No. C176/XII/40 Computations No. 55074 and also the Director of Surveys (Ministry of lands has issued a deed plan as Deed Plan No.277846 Folio No. 343/69, Plot Parcel No. L.R 27742 dated 13/08/07 Computations No. 55074 Net area 6082.60 Ha.)*

*iii. A permanent injunction restraining the 5<sup>th</sup> Respondent by himself, his agents and/or servants and/or any other persons acting in his authority from allotting and/or issuing letters of allotment in respect of Plot LR. No. 5004/30/R also identifiable from the Technical Committee Report (Headed by Nelson Marwa Regional Coordinator Coast Region then) as LR NO 5004/30 Folio No.343 Register No.69 Plot Parcel NO.LR 27742 dated 16/07/07 File reference No. C176/XII/40 Computations No. 55074 and also the Director of Surveys (Ministry of lands has issued a deed plan as Deed Plan No.277846 Folio No. 343/69, Plot Parcel No. L.R 27742 dated 13/08/07 Computations No..55074 Net area 6082.60 Ha.) Msambweni District to any persons other than your Petitioners.*

*iv. A declaration that your Petitioners are entitled to compensation and/or restitution from the Kenyan Government for the endorsement for the wrongful dispossession of the suit property by the 1<sup>st</sup> Respondent.*

*v. A declaration that the Kenyan Government has breached their fiduciary duty owed to your Petitioners by failing to provide effective mechanisms and address from the wrongful alienation of the suit property.*

*vi. Order mandating the Kenyan Government to repossess the parcel of land that have been registered to other persons and including the 1<sup>st</sup> Respondent other than your Petitioners through any means at its discretion and in turn make the property available for use by the Petitioners and the certificate issued irregularly to other third parties be revoked and fresh Certificates of Title be issued in favour of your Petitioners.*

*vii. Order the 7<sup>th</sup> Respondent to produce the Livestock and Crop Valuation and Assessment Report carried out by Ministry of Agriculture Kwale County in respect of Petitioners destroyed properties by the 1<sup>st</sup> Respondent. And this honourable do order the 1<sup>st</sup>*

*Respondent to fully compensate specifically for all the personal properties destroyed by the 1<sup>st</sup> Respondent belonging to the Petitioners.*

*viii. General damages*

*ix. Order for Subdivision and valuation of suit parcel by a registered government valuer to determine value of land before restitution and allocation to the Petitioners and residents of each area in Mabatani, Nyumba Sita, Vidziani, Gonjora, and Fahamuni.*

*x. Order for Petitioners to be given first priority to be out-growers of sugar cane in Kwale County by the Kenyan Government*

*xi. In the alternative. Order for cancellation of the Sub-lease dated 20th August 2007 issued to the 1st Respondent by the 6<sup>th</sup> and 7<sup>th</sup> Respondents.*

*xii. In any event the costs of and other incidental to this Petition herein be awarded to the Petitioners.*

*xiii. Interests on (IV) and (VII) above at Court rates.*

*xiv. Such others or further orders as this Honourable Court may deem fit and just.*

## **B. THE CASE OF THE PARTIES**

### **(i) The Petitioners' case**

6. The amended petition is supported by the affidavit of the named petitioners. Said Omar Mwitw deposed that he is representing the residents of Vidziani Village; Bakari Juma Mambo the residents of Kigwede; Fatuma Mwamadi Dago, the residents of Mabatani; Suleiman Bakari Shauri the residents of Gonjora; Taufiz Hamad Mohamed the residents of Fahamuni; and Ramaali Mwazoa, the residents of Nyumba Sita. All the six adopted the contents of the supporting affidavit of Kassim Ali Kama, who swore the affidavit in support of the original petition. In his affidavit, Mr. Kassim deposed that LR No. 5004/30/R was trust land, registered under Kwale County Council, and that the petitioners are the original indigenous residents. He deposed that the 1<sup>st</sup> respondent was granted a lease for 15,000 acres of the land with the knowledge of the 2<sup>nd</sup> respondent (County Council of Kwale, now the County Government of Kwale). He deposed that this resulted in the acquisition of their ancestral land and that their houses were demolished and crops destroyed. He avers that this was unprocedural, as they were neither compensated nor resettled, or given alternative settlement. He further deposed that the 1<sup>st</sup> respondent has started moving to areas which do not fall within the designated area (I am assuming this to mean within the 15,000 acre area leased) and has encroached into Vidziani, Mabatani, Nyumba Sita, Gonjora, Fahamuni, and Kigwede areas. He also complained that the 1<sup>st</sup> respondent is re-leasing the land to other persons for grazing. He contended that the actions of the respondents violated their rights as a community to own property, and occupy and use it, without interference. He stated that even if the land was to be acquired by the Government, they ought to have been involved in the setting apart of it, be resettled and compensated. He stated that they are now on the verge of being evicted.

7. Apart from the affidavits, the six petitioners wrote witness statements in support of their case and oral evidence was also taken in court.

8. PW-1 was Suleiman Bakari Shauri of Gonjora Village. Inter alia he testified that the 1<sup>st</sup> respondent came to the land in the year 2006 with the police. He claimed that they uprooted their trees and their houses and took away their livestock. He was however not present when all this took place as he was away in Mecca, and when he came back, he saw an open field and that the whole of Gonjora village had been destroyed. He had a list of what each villager lost. He stated that an agricultural officer also recorded what was lost though no report was availed. He explained that what the 1<sup>st</sup> respondent got was 15000 acres in Ramisi but that Gonjora is about 10 kilometres away and that the 1<sup>st</sup> respondent has now planted cane in Gonjora.

9. Cross-examined on his list of the size of land claimed to have been occupied by the villagers, he affirmed that no survey was done; a person would come and say what his affected acreage was and he would record that. They would also bring some documents but he did not avail these. They would also say the number of trees destroyed. He himself did not verify the correctness of the information. He did state that they have no problem with the 15,000 acres given to the 1<sup>st</sup> respondent and their issue is with the

additional land in the area which measures 27,000 acres. He however stated that they do not know where the 15,000 acres stands in relation to the 27,000 acres. He said that they are in court so that they can be shown the boundaries of the 15,000 acres of the 1<sup>st</sup> respondent so that they can be allowed to use the other 27,000 acres to plant sugarcane for sale. He was cross-examined on the photographs taken and said to be of the land but he said that he did not know who took the photographs and when. With regard to the County Government of Kwale, he stated that he did not know whether the suit land was one held in trust by the County Council of Kwale. He stated that they have no dispute with the County Government.

10. Cross-examined by counsel for the State, he testified that they have not sued because the respondents took land from them, but because they have gone beyond the boundaries of what was allocated to them. He had no documentary proof of when they started living on the land. He was aware that the land was previously owned by other companies before Kiscol. He stated that they ought to have been consulted after the lease of Kiscol's predecessor expired. He did not fault the Land Registrar or the other state offices sued, but he stated that he has sued them so that they can offer an explanation why the land did not revert to the people.

11. Re-examined, he affirmed that they have no issue with the 15,000 acres issued to the 1<sup>st</sup> respondent as it was given out for investment but claimed that they do not know the boundary. He stated that what was given to the 1<sup>st</sup> respondent can remain to the 1<sup>st</sup> respondent and what they want is the rest of the land. They have however not written to the Government to be allocated the land. They had a problem with a proposal on the allocation of this land as persons from three other villages were also to be allotted the land. He stated that after their eviction, the villagers went back to their ancestral homes.

12. PW-1 was recalled to produce documents relating to the claims in respect of the villages of Vidziani, Kigwede, Mabatani, and Fahamuni. It was him who signed these documents. He explained that the persons affected would inform him of the acreage and properties that they have lost and he would record the same. Cross-examined, he elaborated that the persons affected would fill the form and bring them to him to countersign. This time, in re-examination, he stated that they want to be given land where they were removed.

13. PW-2 was Rama Ali Mwazoa of Nyumba Sita village. In his written statement, he stated that they were asleep when their village was invaded and destroyed. They were arrested and charged in court but released on bond. It is then that they got an advocate (and they presented this case). He stated that people lost their valuables and two even died. He also had a list of people who lost land and their valuables. In his oral evidence, he testified that the 1<sup>st</sup> respondent invaded their land in the year 2008 and that everything was destroyed. The villagers then moved to the neighbouring land of one Sudi Suleiman Twabara and lived there as refugees. They then filed this suit for relief joining with other people from the other affected villages. They took to PW-1, who acted as their Chairman, the names of the persons affected and what they lost. He stated that there has been no demolition after they got orders of injunction in their favour and that they have rebuilt though not to the same level.

14. Cross-examined by counsel for the 1<sup>st</sup> respondent, he testified that they have sued over the eviction of 2008 and want to be compensated for their loss which he quantified at about Kshs. 500 million. He claimed that for his village, 131 people were affected, which would average to a loss of between Kshs. 3 and 4 million per person. He stated that he wants to be allocated a portion of 27,000 acres. On the alleged demolition of their houses, he had no proof of what they owned before the alleged act of eviction. He also had no proof of the alleged death of two people. He himself was not injured. He had no document from the police as they were allegedly denied P3 forms.

15. Cross-examined by counsel for the 2<sup>nd</sup> respondent, he stated that they sued the 2<sup>nd</sup> respondent for failing to press for issuance of land to them. He mentioned that a committee was formed (while this case was still going on) which resolved that they be given land but this has not been given effect.

16. Cross-examined by counsel for the State, he acknowledged that he has no documentation or valuation of what was lost and no building plan approvals. Neither were any treatment documents presented for those allegedly injured. He also acknowledged never to have written to the Government to be allocated land. He mentioned that the photographs presented were taken in the year 2008. He claimed that all houses were burnt.

17. Re-examined, he stated that they have no issue with the 1<sup>st</sup> respondent getting 15,000 acres so long as the boundary was defined.

18. PW-3 was Fatuma Mwamadi Dago. She used to live in Mabatani village. She adopted her witness statement as her evidence. In that statement, she has stated that her husband got traumatized by the eviction and got sick which led to his death. She stated that they used to farm on the land and lived here. She alleged that their houses were destroyed and their crops destroyed at night. They

slept in the neighbouring village of Fahamuni. They subsequently filed this case. She said that where she used to live is now full of sugarcane grown by the 1<sup>st</sup> respondent. She wanted to be paid for all her crops, two goats lost, some money and value of the house destroyed. In her estimate, what the villagers lost was valued at Kshs. 150 million.

19. PW-4 was Bakari Juma Mambo who stated that he used to live in Kigwede village. He also had a statement which he adopted. In it he stated that he lived on the suit from the time he was born. He mentioned that he had crops and a residence. He stated that in 2008 the 1<sup>st</sup> respondent came to the land and evicted them by force. He lost things worth about Kshs. 300 million. It is then that they came to court. He stated that they got restraining orders in their favour which the 1<sup>st</sup> respondent violated. Cross-examined, he stated that he is aware that the 1<sup>st</sup> respondent has 15000 acres of land and that there are some other 27,000 acres. He did not fill any form setting out what he had lost and its value. Neither did he have any report of what he had lost and its value. Re-examined, he claimed that the 1<sup>st</sup> respondent does not know the boundary of its 15,000 acre land and the boundary of the other 27,000 acres.

20. With the above evidence, the petitioners closed their case.

(ii) The 1<sup>st</sup> respondent's Response

21. The 1<sup>st</sup> respondent filed a replying affidavit sworn by Musili Benson Nzuka and a statement recorded by him. He also testified in court. He is the head of Legal and Board affairs of the 1<sup>st</sup> respondent. He gave the history of the disputed land as follows :- That sugarcane growing in Ramisi area (where the suit land is located) started in the early 1920s. The land, LR No. 5004/30/R, was private land originally allocated to Kenya Sugar Limited by the Government under a leasehold title of 999 years. In the late 1960s, Kenya Sugar Limited went into receivership, and through a sale by the receiver, the disputed land was acquired by Associated Sugar Company Limited. Transfer of the land was effected to Associated Sugar Company Limited (also known as Ramisi Sugar) in the year 1969. To help grow its business, Ramisi Sugar took a loan from Bank of India whereby the land LR No. 5004/30/R was given as security. There was default and Bank of India proceeded to exercise its statutory power of sale. It is then that the 1<sup>st</sup> respondent developed interest in purchasing the land. Due to the enormity of the land involved and the need to develop the sugar industry in Kenya, the Government compulsorily acquired the land. It then interrogated whether the 1<sup>st</sup> respondent had a business plan and whether they wished to produce sugar and what extent of land they needed for sugar production. Subsequently, the Government consolidated the land LR No. 5004/30/R with other parcels of land being LR No. 5009, LR No. 5048, LR No. 5055/R, LR No. 5056 to form LR No. 27742 measuring 15,000 acres. It is this 15,000 acres comprising the land parcel LR No. 27742 that the Government then leased to the 1<sup>st</sup> respondent in the year 2007 for a period of 99 years. The lease was executed on 20 August 2007 and a certificate of title issued to the 1<sup>st</sup> respondent under the Registration of Titles Act, Cap 281 (repealed).

22. Mr. Nzuka denied any fraudulent acquisition of the land by the 1<sup>st</sup> respondent. He denied that the land was previously trust land under the County Council of Kwale and denied that it was ever community land. He asserted that at no point was the land ever in the name of the County Council of Kwale and has never been held as trust land. He averred that the 1<sup>st</sup> respondent has been advanced credit facilities of USD 140,000,000 and is incurring losses as it is unable to have full access to its project area. He alluded to loss of over USD 100,000,000 in lost revenues from sugar sales and electricity. He asked the court to declare the 1<sup>st</sup> respondent as the legitimate owner of the suit property and for the petitioners to be evicted. He averred that the alleged loss of property by the petitioners is an attempt to hoodwink the court as no evidence whatsoever has been presented by the petitioners. He wondered how the petitioners can claim on one hand to be helpless squatters and yet claim to have lost millions. He averred that any prayer for compensation or resettlement should not be directed at the 1<sup>st</sup> respondent and that in fact it is the 1<sup>st</sup> respondent who should be compensated for the continuous encroachment of its property. To his affidavit, he annexed the various documents evidencing the history of the land, the title, and the business plan of the 1<sup>st</sup> respondent.

23. In court, he added that there were no residences or effective occupation of the land and that survey was done before consolidation into LR No. 27742. He stated that as at 2002, the 1<sup>st</sup> respondent were the largest sugar traders and wished to vertically align themselves to control the whole supply chain. It was as part of this strategy that they intended to take over the assets of Associated Sugar Limited. They had approached the Bank of India to purchase the land and had deposited USD 1.2 million and commenced formal negotiations. However, Associated Sugar had other obligations to the Government. It is then that the Government stepped in and compulsorily acquired the land and negotiations shifted from Bank of India to the Government. He explained that the whole land was 42,000 acres. The Government decided not to allocate the whole of it, but only allocate that, which was required for sugar production and its associated activities. Upon an assessment, the parcels LR No. 5009, 5004/30, 5055R and 5048, were identified as being suitable for the nucleus (70%) of the sugar growing activity. It is these that were consolidated into LR No. 27742 measuring 15,000 acres. It is on this land that the 1<sup>st</sup> respondent is supposed to install its infrastructure and cultivate. He lamented that at the moment they are only operating at 30% capacity owing to depressed raw material input.

24. He stated that 27,000 acres was set apart for squatters and was to be allocated to individuals who were to be integrated into the sugar production ecosystem as outgrowers. The plan was to allocate each person 5.5 acres, being 3 acres for sugar production, 2 acres for subsistence, and 0.5 acres for homestead. He stated that the 1<sup>st</sup> respondent is very much aware of its boundaries as their land has a survey plan with coordinates. These, he added, are clearly marked by beacons on the ground.

25. He testified that there were no people (previously settled) on the land. He stated that they have had a good relationship with the residents of the area. They inter alia provide 70% of the labour and they have various CSR activities including the building of schools.

26. Cross-examined by counsel for the petitioners, he asserted that there were no residences or any effective occupation of the suit land and that survey was done before consolidation. He acknowledged that the 1<sup>st</sup> respondent has lodged complaints that led to institution of criminal charges relating to destruction of property against some persons. He was not aware of any assessment made regarding damage to crops (of the petitioners) and denied that they moved people from the land. He was not aware of any forceful eviction. He was also not aware of a Government report made regarding the dispute.

(iii) The 2<sup>nd</sup> respondent's response

27. For the 2<sup>nd</sup> respondent, it was agreed by consent that the statement of Dr. Mohamed Pakia dated 7 June 2018 be admitted in evidence. Dr. Pakia is the Chief Officer, Lands and Natural Resources in the County Government of Kwale. In his statement, he has alluded to attempts to settle the matter which led to a taskforce which proposed some solutions. He attached the report and minutes of various meetings to his statement. I have gone through them.

(iv) The response of the 3<sup>rd</sup> – 9<sup>th</sup> respondents

28. For the State, it was agreed by consent that the affidavit of Prof. Hamadi I. Boga sworn on 1 July 2020 be admitted in evidence. Prof Boga is the Principal Secretary Ministry of Agriculture, Livestock, Fisheries and Cooperatives, State Department for Crops and Agricultural Research. In his affidavit, he deposed that the suit land was never trust land under the County Council of Kwale. He deposed that the suit land is registered in the name of the Permanent Secretary, Treasury of Kenya, and that it is leased to the 1<sup>st</sup> respondent. He has averred that pursuant to the lease agreement, the land is to be used solely for purposes of undertaking sugarcane farming and other auxiliary activities. He has deposed that the petitioners are squatters who have encroached on the land hence jeopardizing the project. He is of opinion that the petition should be dismissed.

29. With the above, the respondents closed their cases.

C. SUBMISSIONS OF COUNSEL

30. I invited counsel to file written submissions, which they did. I have gone through the same in their entirety and I will only highlight a few issues.

31. In her submissions, Mrs. Kipsang, learned counsel for the petitioners submitted that the petitioners were forcefully evicted. She submitted that their rights were violated without compensation. She referred me to the case of *Mitu-Bell Welfare Society vs Kenya Airports Authority & 2 Others (2021) eKLR* and *Ibrahim Sangor Osman vs Minister for State for Provincial Administration and Internal Security & 3 Others*. She also referred to the Indian Case of *Olga Tellis & Others vs Bombay Municipal Corporation*. She further submitted that the state has an obligation to protect the petitioners' homes however rudimentary. She was of the view that the petitioners are entitled to the award of general, exemplary and aggravated damages. She also submitted that the sublease in favour of the 1<sup>st</sup> respondent was not properly executed. She submitted that this court has jurisdiction to revoke title and referred me to various authorities that confirm the court's power to do so. She asked the court to order for subdivision and valuation of the land to determine its value before restitution and allocation to the petitioners. She submitted that the locals should be given priority in employment by the 1<sup>st</sup> respondent. She asked that the petition be allowed with costs.

32. For the 1<sup>st</sup> respondent, Prof. Ojienda, Senior Counsel, inter alia submitted that this suit is *res judicata* the case *Rama Ali Mazoa & 4 Others vs Kwale International & 2 Others (2011) eKLR*. He submitted that in that case the issue of the lease to the 1<sup>st</sup> respondent was settled. He submitted that the petitioners cannot lay claim to the land on alleged long occupation as the history of the land shows that it was in private hands for a long time. He referred me to the case of *Mombasa Technical Institute vs Agnes Nyevu*

*Charo & 108 Others (2014) eKLR, Mtana Lewa vs Kahindi Ngala Mwangandi (2015) eKLR and Michale Githinji Kimotho vs Nicholas Murathe Mugo, Civil Appeal No. 53 of 1995*, to demonstrate that a squatter has no entitlement to the land he occupies. On the case of *Mitu-Bell Welfare Society vs Kenya Airports Authority*, he submitted that it was not held that one should be issued with title merely for being in occupation of public land but only a protectable right to housing over the same. He nevertheless submitted that the petitioners have failed to prove that they are squatters and thus do not have a legitimate claim to Government land. He referred me to the evidence of the petitioners who stated that they have no interest in the 15,000 acres of the 1<sup>st</sup> respondent but are only interested in the 27,000 acres owned by the Government. He submitted that an advocate (clearly referring to the submissions of counsel for the petitioners) cannot insist on making an opposite stand to that taken by her clients. He submitted that the 1<sup>st</sup> respondent holds a legitimate lease and that no iota of evidence has been presented that the same was acquired fraudulently. He referred me to the law and various authorities giving sanctity to title. He further submitted that protection of socio-economic rights is a reserve of the Government and not the 1<sup>st</sup> respondent. He submitted that the 1<sup>st</sup> respondent cannot be responsible for the obligation of providing housing and referred me to the case of *William Musembi & 13 Others vs Moi Education Centre Co. Ltd & 3 Others, SC Petition No. 2 of 2018*. He submitted that his client cannot be held liable for actions of the police. He nevertheless submitted that there was never any proof of loss by the petitioners.

33. For the 2<sup>nd</sup> respondent, Ms. Jadi, learned counsel, inter alia submitted that the suit land was never trust land. She continued to submit that the exact acreage leased to the 1<sup>st</sup> respondent is yet to be ascertained and added that in absence of a survey report it is not possible to make out what was leased to the 1<sup>st</sup> respondent and what was left for the petitioners. She submitted that the petitioners have been on the land for many years after the collapse of the sugar factories and that it was thus incumbent on the Government to establish the situation on the ground before leasing it, and that the petitioners, being on the ground, should have been given first priority for the land to be leased to them. She submitted that it was not clear how the allocation of the land was done to the 1<sup>st</sup> respondent. She submitted that failure to call the petitioners and hear them before leasing out the land was a violation of their constitutional right which has led to historical injustice being visited upon the petitioners. She submitted that since they were in occupation, the petitioners had a legitimate expectation that they would be considered for allocation of the land in priority to the 1<sup>st</sup> respondent. She referred me to the case of *Commissioner of Lands vs Kunste Hotel Limited (1997) eKLR*. She submitted that the 1<sup>st</sup> respondent did not care about the interests of the persons in occupation and thus dispossessed the petitioners. She submitted that there was lack of a ground report from the Commissioner of Lands prior to signing the lease which confirms that the petitioners were in occupation. She submitted that there was overwhelming evidence that the land was leased to the 1<sup>st</sup> respondent without vacant possession. She submitted that the 2<sup>nd</sup> respondent has an interest as stakeholder and was never involved in the exercise leading to the lease of the land to the 1<sup>st</sup> respondent. She submitted that it was incumbent upon the Government to balance the rights of the community and that of the 1<sup>st</sup> respondent as investor, and could have allocated the 1<sup>st</sup> respondent land elsewhere instead of uprooting the petitioners.

34. For the 3<sup>rd</sup> to 9<sup>th</sup> respondents, Mr. Nguyo, learned State Counsel, inter alia submitted that in their evidence, the petitioners stated categorically that they are not opposed to the ownership of the 15,000 acres occupied by the 1<sup>st</sup> respondent. He submitted that the boundaries are however unclear and this leads to friction and confusion. He submitted that pursuant to Section 18 (2) of the Land Registration Act, 2012, this court has jurisdiction to hear the boundary dispute. He submitted that it is paramount that a resurvey be done to ascertain the boundaries. He referred to case of *Fredrick Otieno Obonyo vs Gilbert Otieno Nyanjom (2018)eKLR*. On the claim for compensation, counsel submitted that the Government set apart 27000 acres for relocation of squatters under the Ramisi/Kinondo/Settlement Scheme I, II, and III. He submitted that the land has never belonged to the petitioners and that they are not genuine squatters but illegal occupants of another person's land. He submitted that they are therefore not entitled to compensation. He added that the presence of the 1<sup>st</sup> respondent is of more benefit to the locals, compared to it being shut down, as the locals would suffer loss of income and daily subsistence. His parting shot was that the land be resurveyed.

#### D. ANALYSIS AND FINAL ORDERS.

35. I have considered all the above and take the following view.

36. I will start with the prayers in the petition. They are 14 in total. The first prayer seeks to compel the 5<sup>th</sup> respondent to allot the suit land to the petitioners. Prayer 2, seeks an order to compel the 3<sup>rd</sup> respondent to issue to the petitioners a certificate of ownership to the suit land. Prayer 3 seeks an order to stop the 5<sup>th</sup> respondent from allotting the suit land to any other person other than the petitioners. Prayer 4, seeks a declaration that the petitioners are entitled to compensation and/or restitution from the Kenyan Government for wrongful dispossession of the suit land. Prayer 5 seeks a declaration that the Kenyan Government has breached its fiduciary duty by failing to provide effective mechanisms and address the wrongful alienation of the suit property. Prayer 6 seeks an order for the suit land to be repossessed and make it available to the petitioners. Prayer 7 seeks an order to compel the 7<sup>th</sup> respondent to produce a livestock and crop valuation and assessment report carried out by the Ministry of Agriculture over the destroyed

properties of the petitioners and order full compensation. Prayer 8 is for general damages but not specified for what loss. Prayer 9 is for subdivision of the land and allocation to the petitioners. Prayer 10 is that priority be given to petitioners to be out-growers of sugar and in the alternative (prayer 11) that the sublease to the 1<sup>st</sup> respondent be cancelled. Prayer 12 is for costs. Prayer 13 is for interest. Prayer 14 is for any other relief.

37. I will fix the issues pursuant to the said prayers. In my view, prayers 1, 2, 3, 6, 9, 10, and 11 are all related. They more or less seek orders of cancellation of the title of the 1<sup>st</sup> respondent and for the land to be given to the petitioners. Prayer 4 is seeking compensation for wrongful dispossession and can be an issue on its own. Prayer 7 is also stand alone. The others are general prayers for damages, costs, interests and other reliefs. But before I go to the main issues, I think it is necessary first to settle some pertinent facts.

38. Although this petition is premised on the claim that the suit land was trust land under the County Council of Kwale, and was leased to the 1<sup>st</sup> respondent without the involvement of the County Council of Kwale or the community as required of land held under trust, the fact of the matter is that the suit land was never trust land under the County Council of Kwale. There is sufficient documentation that provides the history of the land and it is clear that it was never set aside as trust land. From the documents provided by the 1<sup>st</sup> respondent, which are not disputed by any party, there were various parcels of land in the area that were owned by Kenya Sugar Limited. The land that was under Kenya Sugar Limited was acquired by Associated Sugar Company Limited. These parcels of land are contained in a Gazette Notice dated 24 October 1969 exempting the transactions from requiring the consent of the Land Control Board. The parcels of land noted therein are LR No. 5048 (584 acres), 5056 (4,735 acres), LR No. 5055/R (396 acres), LR No. 11372 (original No. 7335) (142 acres), LR No. 5062 (2.06 acres); LR No. 5041 (909.5 acres); LR No. 5031 (319.5 acres); LR No. 5020 (7,352 acres); LR No. 5004/36 (3,356 acres); LR No. 5004/30 (13,441 acres); LR No. 5009 (1,199 acres); LR No. 1080 (640 acres); LR No. 9864 (10,774 acres). That consent also has two plots of land but these can be ignored for our purposes. The total acreage of what I have set out is 43,850 acres. This lends credence to the evidence of the 1<sup>st</sup> respondent's witness that the Government held 42,000 acres in the area. Associated Sugar Company Limited charged the properties to Bank of India. There was default and Bank of India needed to realise the securities and this is when the Government came in. There is a newspaper article dated 14 June 2005, which infers that the Government stepped in because it was owed about Kshs. 141,252,690/= by the collapsed company in land rents and other taxes.

39. I have no reason to doubt that the Government acquired either all or some of the parcels of land of Associated Sugar Company Limited. I have seen a Gazette Notice No. 10327 of 15 December 2006 in an affidavit sworn by Zacharia Ndege for the 5<sup>th</sup> respondent, which publishes an intention by the Government to acquire the land parcels No. 5048, 5056, 12335, 5031, 5009, and 12336 (which is same as LR No. 5004/30/R). The purpose of acquisition is for the Ramisi Sugar Factory Project. There was an amalgamation of some of the parcels of land which led to the creation of LR No. 27742 which was subsequently leased on 20 August 2007 to the 1<sup>st</sup> respondent for a period of 99 years at the annual rent of Kshs. 3,0006,000/= per annum. The petitioners allege that the lease is not properly drawn, but I see no issue. I have seen a copy of the lease and I am unable to decipher what is wrong with it. It is clear to me that the 1<sup>st</sup> respondent holds a sublease to the land parcel LR No. 27742 measuring 6082.6 Ha for a duration of 99 years from 1 June 2007. Anybody disputing that has his facts all wrong.

40. The petitioners are certainly completely off the mark in trying to claim that this is land that was trust land and was illegally allocated to the 1<sup>st</sup> respondent. This was private land that had been handed down to various private companies over the years, resting with the acquisition and subsequent lease by the Government to the 1<sup>st</sup> respondent.

41. Let me now address the issues as I had outlined them earlier.

*Issue 1 : Are the petitioners entitled to the prayers for cancellation of the title of the 1<sup>st</sup> respondent and for an order for the land to be allocated to them "*

42. The petitioners, in the body of the amended petition, have sought for cancellation of the title of the 1<sup>st</sup> respondent and pray that they be allocated the 1<sup>st</sup> respondent's land. In as much as these prayers are in the amended petition, I am not convinced that the petitioners are still keen to pursue the same. When they testified in court, the petitioners actually stated that they have no issue with the lease over the 15000 acres of land leased to the 1<sup>st</sup> respondent, and that what they want is to be allocated land in the remaining 27000 acres of the land in the area which they alluded belonged to the Government. What the petitioners appeared to suggest is that they are not aware of the boundaries of the land allocated to the 1<sup>st</sup> respondent, which they wished to have determined, so that the other land can then be subdivided amongst them. They said that they are in court so that they can be shown the extent of the boundaries of the 15000 acres leased to the 1<sup>st</sup> respondent. I think this is what informed the submissions by Mr. Nguyo, that what



the court should order is a re-survey of the land so that the boundaries are established. In his submissions, Mr. Nguyo thought that the 1<sup>st</sup> respondent does not know its boundaries, a position that appears to have support in Ms. Jadi's submissions. But is this really the position"

43. Mr. Nzuka in his evidence stated that the boundaries of the land leased to the 1<sup>st</sup> respondent are known. I agree. There is no ambiguity over the land leased to the 1<sup>st</sup> respondent. It is LR No. 27742 and it measures 6082.6 Ha. The extent of this land is contained in the deed plan. There is therefore absolutely no doubt over the extent of the land that is leased. If anyone wants a survey of the land so as to establish its position vis-à-vis any occupation, such person is free to do so. All he needs is to apply to the District Land Surveyor, pay the requisite fees, and this will be done. There is indeed no prayer before me for the ascertainment of the boundaries of the land for reason that the same are not clearly defined. What the petitioners pleaded in their petition is that they want to be allocated this land, a position that they appear to have retracted when they gave evidence, and instead wished to have the extra land left after allocation to the petitioners, allotted to them.

44. I regret my inability to make any pronouncement regarding allocation of the other 27000 acres as I do not have the appropriate pleadings before me. What I am not in doubt of is that the petitioners in the course of time abandoned their quest to have the suit land allotted to them as evidenced by their testimony in court. I do not see how, given their own evidence which went against their pleadings, I can now award them land that they do not wish to have. Given their own evidence in court, their prayers seeking title to the land must collapse.

45. Even assuming that I am wrong on the above, and that their prayers are still subsisting, I would still not grant the said prayers. The 1<sup>st</sup> respondent holds a sublease over the land. That sublease must be protected unless the petitioners demonstrate that it is liable to be cancelled under the law. This emerges from a reading of Section 26 of the Land Registration Act, 2012, which provides as follows :-

*26. Certificate of title to be held as conclusive evidence of proprietorship.*

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

*(a) on the ground of fraud or misrepresentation to which the person is proved to be a party; or*

*(b) where the certificate of title has been acquired illegally, unprocedurally or through a corrupt scheme.*

*(2) A certified copy of any registered instrument, signed by the Registrar and sealed with the Seal of the Registrar, shall be received in evidence in the same manner as the original.*

46. It will be seen that title can be impeached on grounds of fraud, or misrepresentation, to which the title holder is a party, or where such title was obtained illegally, unprocedurally or through a corrupt scheme. I have no evidence of such before me. Nothing has been presented to demonstrate any fraud or misrepresentation, and I have no evidence of any illegality, procedural impropriety or any corrupt scheme that led to the issuance of the sublease to the 1<sup>st</sup> respondent.

47. In fact, what the petitioners seem to argue is that instead of the 1<sup>st</sup> respondent being given the land, it is them who should have been offered the land. It is tied to the argument of legitimate expectation of land presented by counsel for the 2<sup>nd</sup> respondent. I must at this juncture state that I found the position of the 2<sup>nd</sup> respondent rather curious, if not outrightly contradictory. This vacillation by the 2<sup>nd</sup> respondent makes one doubt whether the 2<sup>nd</sup> respondent is resisting the petition or supporting it. On one hand they oppose the petition saying that it should be dismissed. On the other hand, they say that the petitioners have a legitimate expectation for the land. That is my observation and I think that this ambivalence is a product of political play. But I digress.

48. Putting aside the fact that the petitioners in their evidence abandoned the claim for the land, is there really any ground to hold that the petitioners have a legitimate expectation for the land " I don't think so. First, as I have taken the trouble to elaborate, this land has a long history of being in private hands. It was not land used for settlement but for farming sugarcane. I have already pointed out that it was never trust land. Before the land came into the possession of the 1<sup>st</sup> respondent, the same had been the subject

of a charge and the chargee could as well have exercised its statutory power of sale and sold the land to any person with cash to pay. In other words, the land could have been acquired by any other private person and such person would have had the freedom to do anything on the land. However, the Government needed to ensure that the sugar industry is revived and instead of risking the land being sold to anyone to do anything on it, it stepped in and acquired it. The purpose of the Government acquiring the land was not to settle people but to ensure that the sugar industry was revived and farming of sugarcane continued on the land for the benefit of the economy. If the land was instead sold through a sale by chargee to a private individual, would there have been any basis for the petitioners to complain and contend that they must be given first priority to purchase " Certainly not, and with that finding, I see no basis for them to complain because the Government acquired the land and leased it to an investor whom it felt has the capacity to revive the sugar industry in the region. I cannot fault the Government for finding it necessary to have an investor have the land for purposes of reviving the sugar industry. There was heavy investment needed. Indeed, the 1<sup>st</sup> respondent pointed out that it has invested over 140 million USD. This was not land for settlement and it was not land that the Government was carving out for landless people to be settled. This was land upon which the entire sugar industry in the coastal region depended on. The only way to ensure that the sugar industry was revived was by allotting the land to an investor who had capacity. There is no evidence before me that the petitioners had the capital and proficiency to continue the industry that was previously on the land and no evidence that they made a pitch that they be allotted the land for purposes of reviving the sugar industry. I do not therefore see how they can claim a legitimate expectation to be allotted the land.

49. The facts of this case are completely different from those in the case of *Commissioner of Lands vs Kunste* referred to me by Ms. Jadi. In that case, the respondent had a hotel which was adjacent to vacant land. It had asked that this land either be left as a road reserve, for it abutted the Nakuru-Nairobi highway, or it be allotted to it and be used as part of the hotel. The Government instead allotted it to a third party which was the subject of the challenge. It is on those facts that the Court held that the respondent had a legitimate expectation, pursuant to its earlier application, that if the land was to be allotted, then it would be allotted to it. This is not the situation we have in this case. No previous application for the land had ever been made by the petitioners. I have already pointed out the importance of this land to the revival of the sugar industry in the coast region. Not having demonstrated the capacity to continue the sugar industry, the petitioners have no basis for complaining that they were overlooked and that instead, the land was leased to the 1<sup>st</sup> respondent.

50. The other reason why the petitioners appear to suggest that they deserve the land is because historically the land was of their forefathers. That may be so, but the mere fact that land was previously settled by one's forefathers, does not by itself give a right to a descendant to have title to that land. I have addressed such issue in my decision in the case of *Henry Wambega & 733 Others vs The Hon. Attorney General & Others, Mombasa ELC Constitutional Petition No. 2 of 2018 (2020) eKLR*. This land ceased to be ancestral land for decades before it was leased out to the 1<sup>st</sup> respondent. Any ancestral claim to it must have been extinguished by the chain of ownership in private hands. In other words this land was no longer ancestral land but private land that could be disposed of.

51. But even then, the Government did not lease the whole of the land. Out of 42,000 acres, only 15,000 of it was leased to the 1<sup>st</sup> respondent, leaving 27,000 acres which the evidence demonstrates was supposed to be converted into a settlement scheme to settle any squatters. It is this 27,000 acres that the petitioners ought to have pursued to get a share. If at all they were on the suit land, what they can probably argue, is for a legitimate expectation for a share of the 27,000 acres for it is this that was meant for resettlement. The other part, leased to the 1<sup>st</sup> respondent, was for investment purposes, not resettlement.

52. From the above discourse, it will be seen that I am not persuaded to impeach the lease to the 1<sup>st</sup> respondent. Neither have the petitioners made out a case that they are entitled to the suit land. Their prayers in this regard are hereby dismissed.

#### *Issue 2 : Whether the petitioners deserve any compensation*

53. It is a heavy call to ask someone to pay compensation thus the need for proof. If that was not the case then all one would need to do is lodge any sort of claim for compensation, claim that the defendant is liable, and get paid. In our case, if at all the petitioners were entitled to compensation, then they needed to demonstrate three things. First, that they were resident on the land; secondly, that they were illegally evicted, and thirdly, that they suffered loss. It is of course debatable, whether a trespasser who has been ejected has any right of compensation but I will put that debate aside for the moment.

54. So, have the petitioners proved that they were resident on the suit land "

55. Save for their oral evidence, I actually have no corroboration of the allegation that the petitioners and the 610 persons that they

represent were in occupation of the suit land. There is certainly some evidence of occupation of some parts of the land by some persons, but who these people are, and whether they wish to have any part to play in this petition has not been established to the required standard. For example, there is no ascertainable objective list of who was in occupation of the land at the time that the same was acquired by the Government and at the time that the same was leased to the 1<sup>st</sup> respondent. In the affidavit of Zacharia Ndege, I have seen Gazette Notice No. 10328 of 15 December 2006, which is a notice for inquiries into compensation by people interested in the parcels of land to be acquired. That notice provides that the inquiry for compensation will be held at Msambweni D.Os office on Tuesday, 30 January 2007 at 9.30am. Every person who was interested in the affected parcels of land was required to deliver to the Commissioner of Lands a written claim for compensation no later than the said date of inquiry. It would probably have helped the case of the petitioners if they had provided evidence that they presented their claims for compensation as required in the Gazette Notice. It would also probably have helped the petitioners if they had taken the trouble to present the minutes of the meeting of 30 January 2007 for it is in this meeting that the claims made would be documented. The petitioners have not demonstrated that they lodged any claim for compensation and neither have they demonstrated that no such meeting was ever held. In other words, I really have nothing before me that is credible enough to allow me to say that a particular person was in actual occupation of the suit land, what sort of residence such person had, and what he/she used to do on the land. There is absolutely nothing. It will be dangerous, given the very thin oral evidence presented, for this court to hold that the 610 persons that this petition is said to be brought for their benefit, had actual residences in the suit land and that they were evicted as alleged.

56. Apart from the oral evidence, what the petitioners presented were forms filled by the petitioners themselves, where they themselves said what they occupied and what they lost. These forms have not been verified by any independent person. In fact, even the person who countersigned the forms did not himself verify the correctness of the information provided there. There is no valuation report nor any other report to support what is filled in those forms. Those forms, I am afraid, are not credible enough to say that they demonstrate the correct position that was there on the ground before the alleged eviction. I have in fact no evidence of eviction at all. It is only claimed by the petitioners that there was an eviction in the year 2008. There is no report from a chief, police officer, or anything that would support the claim of eviction. I would suppose that evicting and flattening six whole villages in a country such as ours would have invited the press or even the involvement of the area Member of Parliament or the Councillor of the area at that time. I have no press report, no evidence of any complaint of eviction, and no Parliamentary complaint. It was said that people were injured and two even died. I have no treatment records of any person and no certificate of death. In other words, I have absolutely nothing to demonstrate any eviction of the petitioners from the six villages that they claim existed.

57. The 1<sup>st</sup> respondent has denied any eviction took place in the year 2008. It was incumbent of the petitioners to demonstrate and prove that there was an eviction as alleged. One would expect that the date of such momentous event would be etched in the memory of the petitioners or at least some of them. Even the petition itself does not have a date of when the alleged eviction took place. All that is said is that the events took place “around the year 2007.” The supporting affidavit of Kassim Ali Kama provided no date of any eviction. The statements of the petitioners witness also have no dates of the alleged event. The witnesses merely stated that the eviction took place in the year 2008. I am afraid that I have absolutely nothing to support the allegation of eviction. I regret to tell the petitioners that I am unable to hold that they were evicted as alleged or at all. With that holding, it is not even necessary for me to enter into a debate on whether or not the petitioners deserve compensation pursuant to the holding in the case of *Mitu-Bell vs Kenya Airports Authority* for the petitioners have failed to present facts to show that they were indeed on the suit land and that they were evicted or that they suffered any loss pursuant to an eviction.

58. Given the above, I have no basis to order any compensation to the petitioners.

*Issue 3 : Whether the petitioners are entitled to the other prayers*

59. The other prayer is for a livestock and crop valuation and assessment report carried out by the Ministry of Agriculture Kwale in respect of the properties of the petitioners to be provided. I have no evidence that there was ever any valuation done so that there may be a report to be presented. There is no evidence provided of when such valuation was done, and who did it, so that we can presume that there is a report for which an order can be made for its production. This court cannot issue an order in vain. I need not go any further than this. This prayer is disallowed.

60. I know that there were other smaller issues raised such that the petition is *res judicata*. It is not necessary to delve into these given that I am not persuaded as to the merits of the petition.

Conclusion

61. It will be seen from the above that I am not persuaded that this petition has any merit. It is hereby dismissed. The only issue left that I need to address is costs. I award costs to the 1<sup>st</sup> and 3<sup>rd</sup> – 9<sup>th</sup> respondents. I do not see how the 2<sup>nd</sup> respondent can justify any entitlement to costs given the ambivalent position that it took in these proceedings.

62. Judgment accordingly.

DATED AND DELIVERED THIS 13<sup>TH</sup> DAY OF JANUARY 2022.

JUSTICE MUNYAO SILA

JUDGE, ENVIRONMENT AND LAND COURT

AT MOMBASA



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





**NATIONAL LAND COMMISSION**

Telegrams: "MINILANDS", Nairobi  
Telephone: Nairobi 2718050  
When replying please quote

ARDHI HOUSE  
1<sup>ST</sup> NGONG ROAD  
OFF NGONG ROAD  
P.O. Box 44417  
NAIROBI

REF: LandAdmin/GEN/Vol. III/28

DATE: 14<sup>th</sup> July 2017

The Director Projects  
Kwale International Sugar Co. Ltd.  
P.O. BOX 46279-00100

**KWALE**

**RE: ALLOCATION OF LR 5056 AS ALTERNATIVE LAND TO LR 5004/86 AND 12335/4 SURRENDERED TO GOVERNMENT AND RESOLUTIONS OF SQUATTER ISSUES - RAMISI SETTLEMENT SCHEME**

The above subject and letters Ref. CONF/MOF 28/01 of 3<sup>rd</sup> November, 2015 and NLC/CHAIRMAN/VOL. XII/72 of 15<sup>th</sup> September, 2015 refers,

The National Land Commission has identified LR 5056-1917.06ha (4737 acres) as alternative land to pieces surrendered by your company as part of Ramisi II and III Settlement schemes. LR 5056 however comprises of an existing urban area and has few squatters. The offer of this land to your company is therefore subject to the following conditions:-

1. Offer being less 200 Ha that should constitute land for Kanana Township, public utilities and settlement of squatters within LR 5056.
2. Your company agreeing to excise the 200Ha from its title within 12 months of actual registration of the title.
3. The excision and surrender to include meeting the cost of re-survey, planning and compensation of squatters within the farm wherever applicable.

The Commission has also proposed to address the various squatter issues affecting smooth running of the farms under cane. Towards this end, the Commission is negotiating with representatives of the squatters (villagers) within KISCOL farms with a view to agreeing on an amicable long lasting solution. So far, the squatters have three (3) options and have been requested to pick one (1) option for discussion with you. The options are:-

1. Squatters to be moved to new places within prevailing laws governing relocation and resettlement. This will involve identification of land, acquiring the land, replanning, surveying and issuing the squatters with titles. If this is an option, they may require compensation for their structures and biological developments in KISCOL.
2. Re-arrange the way the squatters are settled within KISCOL farm with a view to getting rid of empty spaces between them and hence having them located to one place within various villages in KISCOL farm. This will mean the villagers remain where they are but be concentrated on one side while the rest of the land is freed for can farming by KISCOL.
3. All the squatters to be settled in one village and the rest of the land is freed for can farming by KISCOL.

While the Commission engages the representatives of the villagers (squatters), KISCOL is called up to commit to collaborating with the Commission, the County Government and any other stakeholders on the implementation of whichever option the squatters shall pick.

May I have your comments/acceptance of the conditions hereof.

  
Mercy M. Njamwea, OGW,  
Director Land Administration  
**OR: CHAIRMAN, NATIONAL LAND COMMISSION**

Cc. Chairman  
**National Land Commission**

✓ County Executive Committee Member  
Ministry of Lands and Physical Planning  
**KWALE**



Republic of Kenya

Ministry of Lands, Housing & Urban Development

Telegrams "LANDS" Nairobi  
Telephone: Nairobi 2716050  
When replying please quote  
Email: [contactus@ardhi.go.ke](mailto:contactus@ardhi.go.ke)

DEPARTMENT OF LANDS  
1<sup>st</sup> NGONG AVENUE  
OFF NGONG ROAD  
P.O. BOX 30009  
NAIROBI.

REF: 70009/XIX/19

DATE: 27<sup>th</sup> August 2013

The Director Projects  
Kwale International Sugar Company Limited  
P.O. BOX 46279-50160  
NAIROBI

RE: L.R. NOS. 12335/4 AND 5004/6 -- KWALE COUNTY  
(RAMISI SETTLEMENT SCHEME)

Please refer to your letter ref. KISCOL/MOL/LS/13819/002 dated 19<sup>th</sup> August 2013 and a meeting held by your Mr. K. Pabari, Principal Secretary Ministry of Lands, Housing and Urban Development and the undersigned on Tuesday 27<sup>th</sup> August 2013 concerning land held by your organization in Kwale County in particular L.R. Nos 12335/4 and 5004/6 which had been granted to you as alternative and compensation for land surrendered to Base Titanium Project.

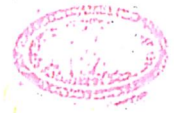
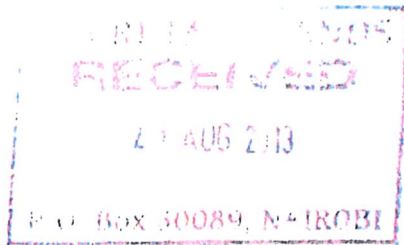
As you did correctly reckon the two parcels are heavily "squatted" and you have not been able to access the land. What perhaps would appear to be a squatter issue is incidentally a settlement scheme (Ramisi Phase II and III). The sheer number of settlers involved over 3800 people certainly renders the intended alienation unsustainable and a time bomb which must be effectively managed in order to protect and safeguard your project and investments.

As indicated to your Mr. Pabari, Government has proceeded to document and issue title deeds to the land settlers and it is in your interest to unconditionally effect an outright surrender of the two grants.

Your cooperation would be greatly appreciated and of course form basis to explore possibilities for identifying alternative land for compensation.

  
Z.A. MABEA, MBS  
SECRETARY LANDS

c.c. The Principal Secretary  
Ministry of Lands, Housing and Urban Development



Date: 29<sup>th</sup> August, 2013

Our Ref: KISCOL/MOL/RSS/13910/001

To,  
The Secretary Lands  
Ministry of Lands, Housing and Urban Development  
P. O. Box 30089  
NAIROBI

Dear Sir,

RE: L. R. NOS. 12335/4 AND 5004/86-KWALE COUNTY  
RAMISI SETTLEMENT SCHEME

We refer to the above matter, and to your letter dated 27<sup>th</sup> August 2013, Ref No. 70009/XIX/9 whose contents we take note of.

We are appreciative of the fact that the government has indeed acknowledged that the above parcels of land were double allocated as part of Ramisi Phase II and III.

As requested, we do hereby surrender the two (2) grants in respect of the above parcels of land. (Attached) which totals to 2992.71 hectares.

1. LR no: 5004/86 measuring 967.15 hectares
2. LR no: 12335/4 measuring 2,025.56 hectares

The Company has chosen to surrender the said titles based on the firm and unequivocal commitment by the Government in allocating to us alternative land of equal measure as compensation.

We do now call upon the government through your office to offer compensation in terms of alternative land as indicated in your letter dated 27<sup>th</sup> August, 2013. Our right to own property as enshrined in the constitution should be zealously guarded and as such kindly expedite the process of identification of the alternative land for compensation as this forms the core of our operations.

Yours faithfully,  
Kwale International Sugar Company Limited

  
Hershil Kotecha  
Director Projects

Cc The Principal Secretary  
Ministry of Lands, Housing and Urban Development

**KWALE INTERNATIONAL SUGAR CO. LTD**





REPUBLIC OF KENYA

THE LAND REGISTRATION ACT

(No. 3 of 2012, Section 108)

THE LAND ACT

(No. 6 of 2012)

THE REGISTRATION OF TITLES ACT (Cap. 281) (Repealed)

THE GOVERNMENT LAND ACT (Cap. 280) (Repealed)

THE LANDS TITLES ACT (Cap. 282) (Repealed)

CERTIFICATE OF TITLE

Title No. CR. 70583

Term: 99 Years: From: 1.6.2007

Annual Rent Kenya Shillings: 720,970 (Revisable)

I hereby certify that KWALE INTERNATIONAL SUGAR COMPANY LIMITED

of P.O. Box 46279 - 00100, NAIROBI.

in the Republic of Kenya, pursuant to section 108 of the Land Registration Act is/are now registered proprietor(s) as lessee(s) from the Government of the Republic of Kenya for the term

of NINETY NINE years from the 1ST day of JUNE two thousand and SEVENTEEN

ALL that piece of land situate in the NORTH OF WEST OF SHIMONI Municipality in the KWALE District

containing by measurement 1917.06 HECTARES.

hectares/acres (less road reserve of Ha/Ac) or thereabouts and being land Reference

Number 5056 (original Number) as delineated on Land Survey Plan

Number 408699 annexed hereto. SUBJECT however to the revisable annual rent

of shillings 720,970 and to the Act(s) special conditions, Encumbrances and other matters specified in the Memorandum hereunder written.

IN WITNESS whereof I have hereunto set my hand and seal this 18TH day of SEPTEMBER

Two Thousand and SEVENTEEN.

Handwritten signature and stamp of Registrar of Titles

MEMORANDUM

1. The Land Registration Act, *No. of 2012*
2. The Land Act *No. 6 of 2012*
3. The Special conditions contained in Lease No.....
4. The Government Land Act (*Cap. 280*) (*Repealed*)
5. The Registration of Titles Act (*Cap. 28*) (*Repealed*)
6. The Land Titles Act (*Cap. 282*) (*Repealed*)

LAND TITLES DEPARTMENT  
1000 A.A.  
1274 705231  
1128507  
11 SEPTEMBER 2017  
M. M. Mwangi



**NATIONAL LAND COMMISSION**

Telegrams "MINILANDS", Nairobi  
Telephone: Nairobi 020 (2718050)  
Email address: ceo.office@nlc.or.ke

ARDHI HOUSE  
1<sup>ST</sup> NGONG AVENUE  
OFF NGONG ROAD  
P.O. BOX 44417 -00100 NAIROBI

REF: NLG/CHAIRMAN/VOL.XIII

DATE: 24<sup>th</sup> December 2015

**The Governor**  
**KWALE COUNTY**

**Through**

The Cabinet Secretary  
Ministry of Land, Housing and Urban Development  
Ardhi House  
**NAIROBI**

**ALLOCATION OF LAND TO KWALE INTERNATIONAL SUGAR COMPANY LIMITED (KISCOL)**

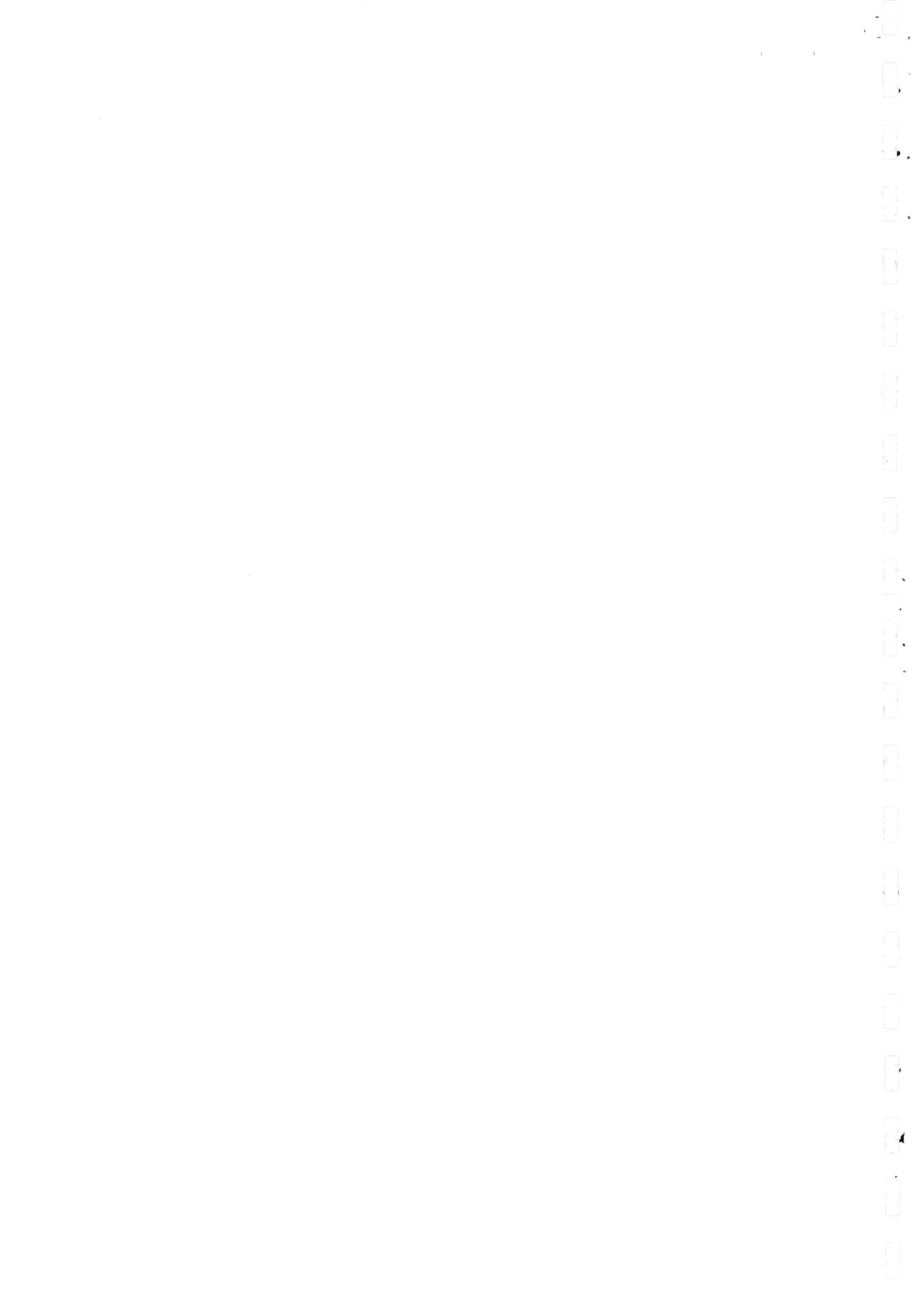
Christmas Greetings and a Happy New Year 2016!

Kindly refer to various correspondences on this pending matter. We also refer to the brief oral discussion we had with you last week.

Enclosed is a letter we received from the National Treasury, granting us permission to allocate certain parcels of land that are meant to compensate KISCOL for their lost land.

Due diligence has been done with the officers on the ground to ensure that all the listed parcels are currently not inhabited, and for those that have people on, negotiations have been finalized to allow the occupants a soft landing.

The National Land Commission shall, therefore proceed to allocate 3,473ha to KISCOL as so directed so that this matter comes to a rest.



Willy Bett  
Cabinet Secretary  
Ministry of Agriculture, Fisheries and Livestock  
Kilimo House  
NAIROBI

Adan Mohammed, EGH  
Cabinet Secretary  
Industrialization and Enterprise Development  
NSSF Building  
NAIROBI

Hon. Boy Juma Boy  
Senator  
KWALE COUNTY

Managing Director  
Kwale International Sugar Company Limited  
KWALE

Mr. Evans Achoki  
County Commissioner  
KWALE COUNTY

All Commissioners  
National Land Commission  
NAIROBI

Director,  
Land Administration  
National Land Commission  
NAIROBI



**NATIONAL LAND COMMISSION**

Tel.0202718050

Email:info@nlc.or.ke

Website:www.nlc.or.ke

ARDHI HOUSE  
1<sup>st</sup> NGONG AVENUE  
P.O. Box 44417  
NAIROBI

REF: NLC/CHAIRMAN/VOL.XII/72

Date: 15<sup>th</sup> September, 2015

Mr. Henry K. Rotich  
Cabinet Secretary  
National Treasury  
Treasury Building  
NAIROBI

**LAND ISSUES AFFECTING KWALE SUGAR PROJECT**

This matter has been with us since 2013. The chronology of issues is as follows:-

- o KISCOL is undertaking the development of a sugar cane plantation in Ramisi, Kwale County, where the defunct Ramisi Sugar factory was located.
- o The Government reclaimed the land where the previous Ramisi Factory was situated (42,000 acres) and gave 15,000 acres of this to the KISCOL while the rest was set aside for relocation of squatters.
- o The land leased to KISCOL has since been encroached upon by squatters, some of whom have moved to court to claim ownership of the portion allocated to KISCOL.
- o There is also another portion of land allocated to KISCOL that was annexed by Base Titanium as part of their special mining lease.
- o Having noted the squatter problem, the Government compensated KISCOL with other parcels of land (LR NO.5004/86 and 87, LR.NO.12335/4, measuring 957 Hectares and 2063.3 hectares respectively) to cover for the portion inhabited by the squatters in the initial lease given.



- Even these portions compensated to KISCOL have also been encroached upon by squatters who also have gone to court to claim ownership.
- The Government thereafter requested KISCOL to give up the parcels so encroached upon in return for alternative land as compensation.
- The company started operations in December, 2014 but has been forced to shut down due to severe deficit of cane supply to the factory occasioned by the limited land acreage that can only sustain the factory for a period of four months.
- Approximately 3400 Hectares (almost 8300 acres) has been encroached upon by squatters leaving the company with less than 6000 acres for cultivation.

It is important to note here that:-

- KISCOL was legally allocated the 15000 acres by the Government, through the Ministry of Agriculture in 2007.
- The Government owes the company the lost and/ or inaccessible land, and a commitment was made to this effect several times.
- In anticipation of the commitment and goodwill from the Government, KISCOL obliged when it was asked to surrender part of their land for squatters settlement.
- The sugar project has always been the mainstay of the Kwale region's economy since 1925 when the first sugar factory was put up. At the moment this industry appears to be the only viable and sustainable economic activity that provides jobs, and has potential to improve the livelihoods of local residents.
- The intended squatter settlement scheme known as Ramisi I stalled years back owing to many complaints over the list of beneficiaries and malpractices in its allocation. The land meant for this scheme lies largely vacant, and is situated close to the nuclear factory.
- Investor confidence needs to be harnessed in order for social, economic and land development to take place in Kwale.



- As Government and as per the Constitution, we have to protect private and public property for the benefit of Kenyans.

### RECOMMENDATIONS

In view of the above analysis and observations, our recommendations are:-

- 1) The KISCOL project needs to be supported to gain access to the land acreage originally intended and allocated through a lease by the National Treasury. This does, and shall not, in any way interfere with the land already allocated to the squatters.
- 2) Given that negotiations have been completed between failed allottees of Ramisi I, those occupying the said lands, and the management of KISCOL, these should be compensated at the cost of the investor for them to vacate the identified parcels listed as:-

L.R. NO.	SIZE (HA)
5056	1906
5041	364
1080	258
5034	10
1083	131
5032	43
1082	132
5030	57
1084	133
GL1	140
GL2	170
5031	129
<b>TOTAL</b>	<b>3473</b>

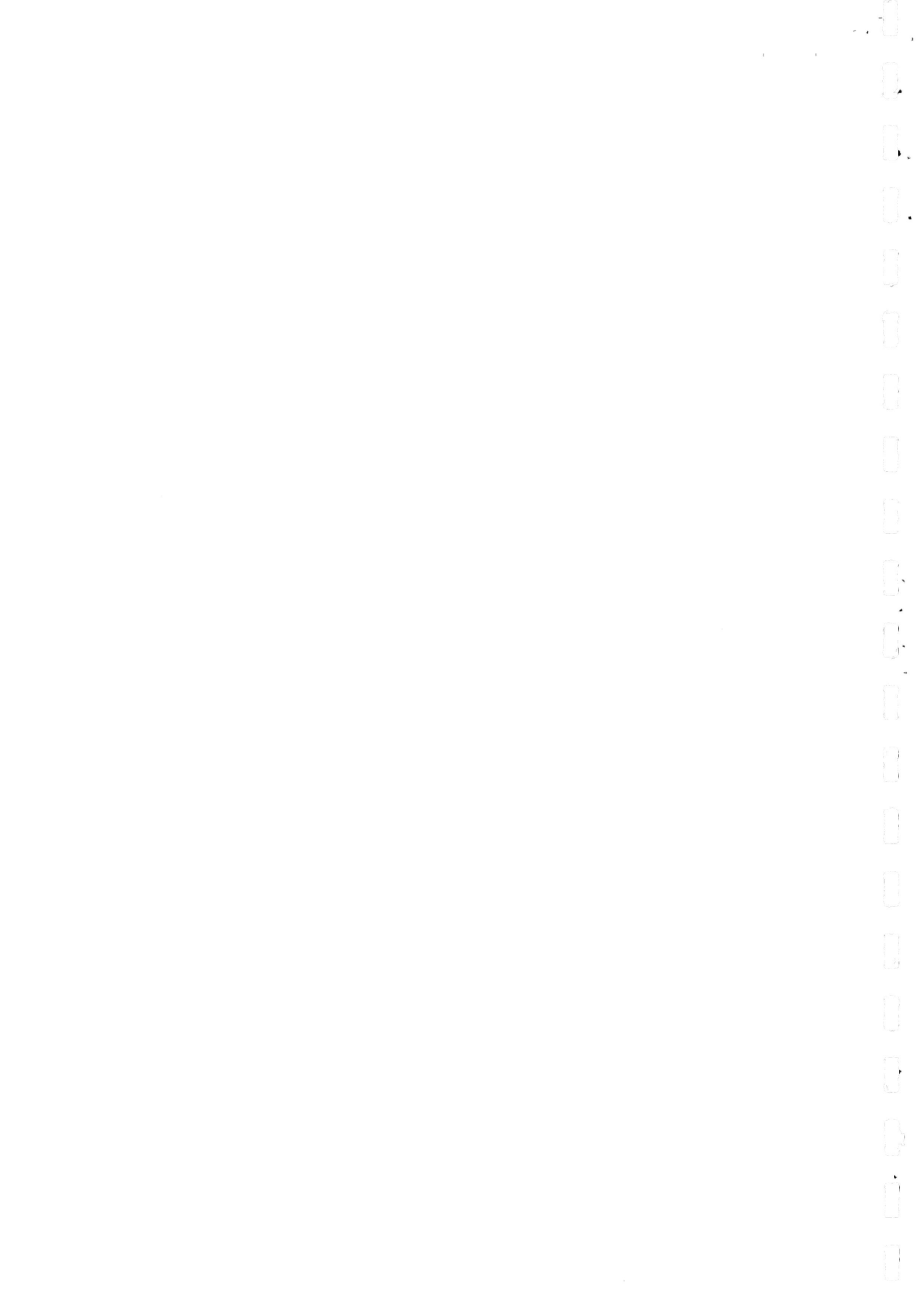
- 3) Upon your concurrence, the NLC should go ahead to allocate the said parcels to the investor.

Let us have your views on this very pressing issues that has dragged on for unnecessary long.

Yours Sincerely,

*M. Swazuri*

**MUHAMMAD A. SWAZURI, PhD, OGW**  
**CHAIRMAN, NATIONAL LAND COMMISSION**



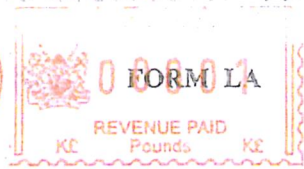
LA No. 6 of 2012  
(to be completed in quadruplicate)

Presentation Book Date received for registration:

Registration Fees: KSh. ....

Paid on ..... 20 .....

Receipt No: .....



CF NO.31518/II/TC



REPUBLIC OF KENYA

THE LAND REGISTRATION ACT

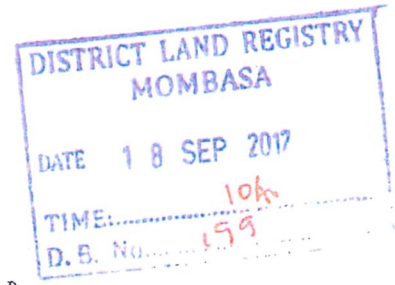
(No. 3 of 2012)

THE LAND ACT

(No. 6 of 2012)

REGISTERED LAND ACT (Repealed)

REGISTRATION OF TITLES ACT (Repealed)



### LEASE

(This LEASE is issued pursuant to the transitional provision in Sections 160 and 161 of the Land Act and Section 108 of the Land Registration Act)

REGISTRATION UNIT MOMBASA..... PARCEL No. LR.NO.5056.....

NATIONAL GOVERNMENT/COUNTY GOVERNMENT OF KWALE.....

in consideration of the sum of Kenya Shillings 28838904.00.....

by way of stand premium paid on or before the execution hereof

HEREBY LEASES to KWALE INTERNATIONAL SUGAR COMPANY LIMITED.....

POST OFFICE BOX 46279 - 00100.....

NAIROBI.....

hereinafter called the lessee .

ALL THAT piece of land comprised in the Registry Index Map No. NIL..... /Deed Plan

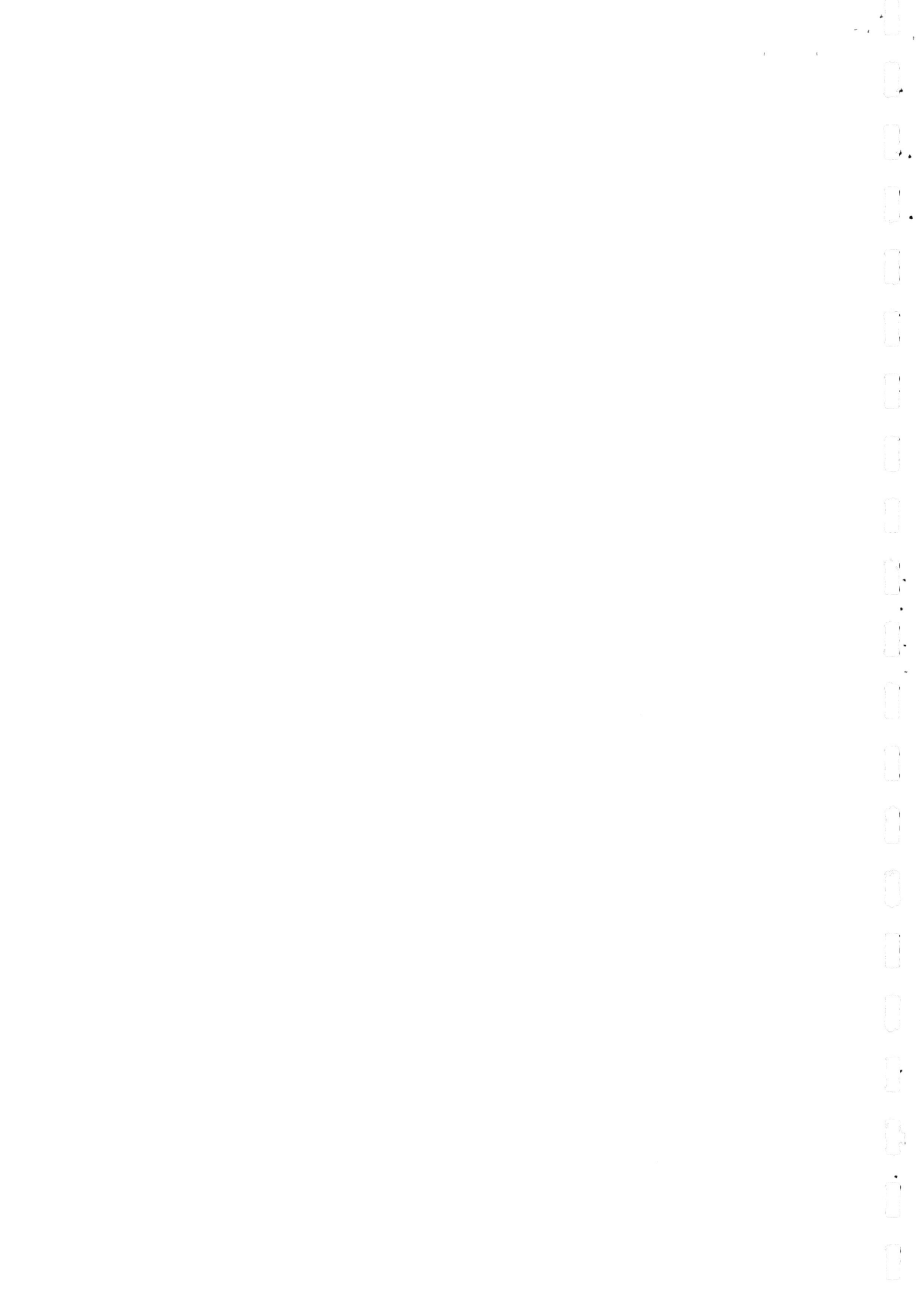
No ... 408699. containing by measurement approximately .1917.06..... hectares or

thereabouts for the term of ..... 99..... years

from the ..... 1<sup>st</sup> day of ..... June..... 2007 payable

at the annual rent of Kenya shillings 720,970..... w.e.f. 1/6/2007

in advance on the first day of January in each year and subject to the following special conditions



**REPUBLIC OF KENYA**

**IN THE ENVIRONMENT AND LAND COURT**

**AT MOMBASA**

**CONSTITUTIONAL PETITION NO. 8 OF 2019**

**(FORMERLY MOMBASA HIGH COURT CONSTITUTIONAL PETITION NO. 65 OF 2011)**

**IN THE MATTER OF ENFORCEMENT OF FUNDAMENTAL RIGHTS AND FREEDOMS OF INDIVIDUALS UNDER  
ARTICLE 23 (3) AND 165 (3) OF THE CONSTITUTION**

**AND**

**IN THE MATTER OF ALLEGED CONTRAVENTION OF FUNDAMENTAL RIGHTS AND FREEDOMS UNDER  
ARTICLES 21,22,23,27,28,39,40,62 (2) AND 63 OF THE CONSTITUTION OF KENYA**

**AND**

**IN THE MATTER OF ARTICLES 1,2,3,6,7,8,9 AND 17 OF THE UNIVERSAL DECLARATION OF HUMAN RIGHTS  
(UDHR)**

**BETWEEN**

**SAID OMAR MWITU & 5 OTHERS (Suing on their own behalf and on behalf of 610 residents of Mabatani, Nyumba Sita,  
Vidziani, Gonjora, Fahamuni, and Kigwede area – Msambweni – Kwale County)**

**AND**

**KWALE INTERNATIONAL SUGAR CO. LIMITED.....1<sup>ST</sup> RESPONDENT**

**COUNTY COUNCIL OF KWALE .....2<sup>ND</sup> RESPONDENT**

**DISTRICT LAND REGISTRAR – KWALE.....3<sup>RD</sup> RESPONDENT**

**THE SENIOR REGISTRAR OF TITLES..... 4<sup>TH</sup> RESPONDENT**

**THE COMMISSIONER OF LANDS..... 5<sup>TH</sup> RESPONDENT**

**THE PERMANENT SECRETARY TO THE TREASURY OF KENYA.....6<sup>TH</sup> RESPONDENT**





REPUBLIC OF KENYA  
THE NATIONAL TREASURY

www.treasury.go.ke  
FAX NO. 2213524/330426  
Telephone: 2252299  
When replying, please quote:

THE TREASURY  
P.O. Box 30007  
NAIROBI

Ref: CONF/MOF 28/01

3<sup>rd</sup> November, 2015

Muhammad A. Swazuri, PhD, OGW  
Chairman, National Land Commission  
Ardhi House  
NAIROBI

Dear

RE: ALLOCATION OF LAND TO KWALE INTERNATIONAL SUGAR  
COMPANY LIMITED (KISCOL)

---

Please refer to your letter Ref: NLC/CHAIRMAN/VOLXII/72 dated 15<sup>th</sup>  
September 2015 on the above captioned matter.

We have reviewed your request and note as follows:

- i. On 20<sup>th</sup> August, 2007 GOK entered into a lease agreement with Kwale International Sugar Company Limited over Land Reference No. 27742 measuring 6,082.6 Hectares (15,030.4 acres) situated in Kwale District;
- ii. The land was to be used for the purpose of undertaking sugarcane farming, installing a sugar processing mill or undertaking auxiliary activities related to sugar cane farming;

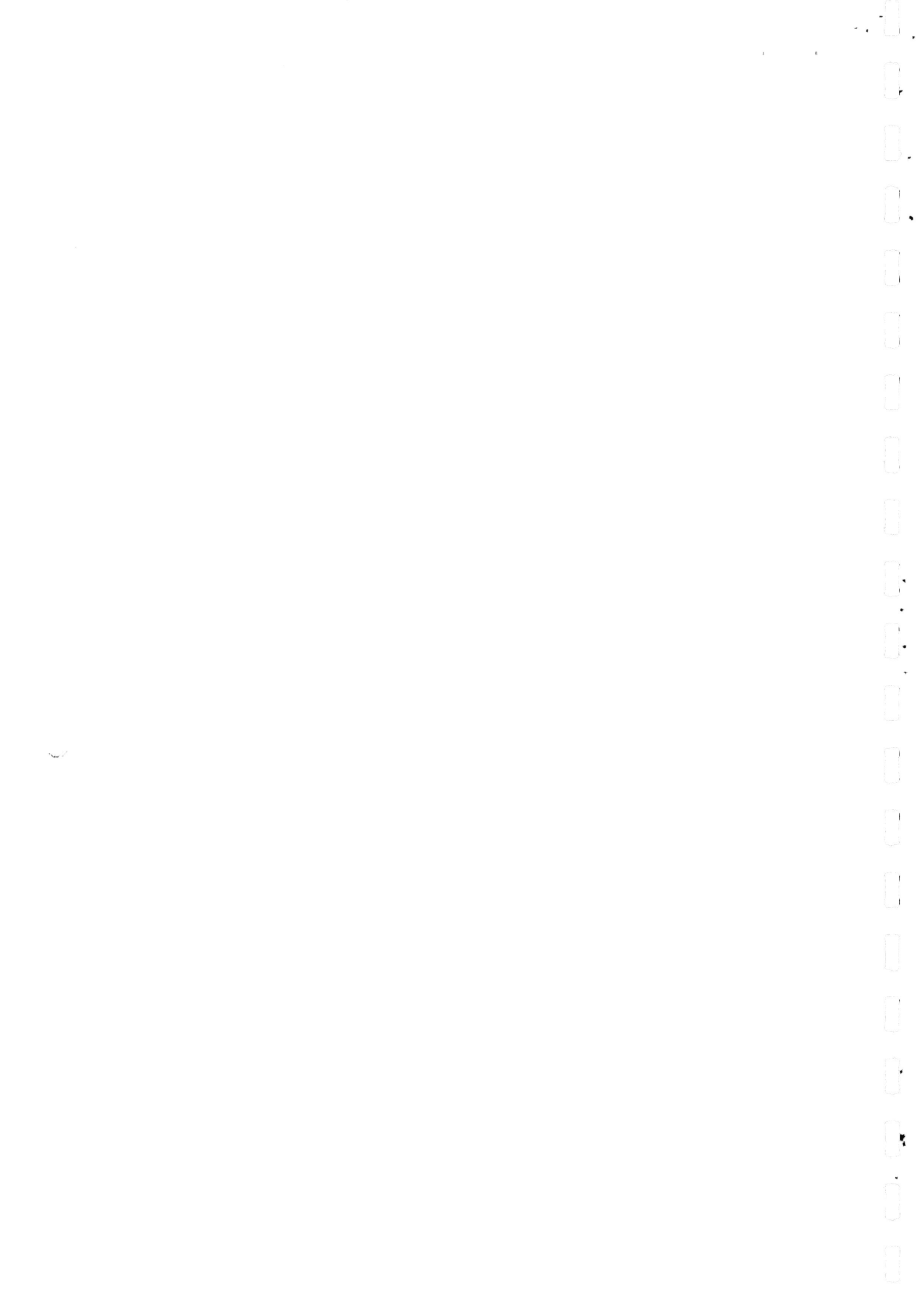




- iii. After allocation of the said parcel of land to KISCOL and having noted the squatters problem, the Government compensated KISCOL with two parcels of land LR. No. 5004/86 and 87; and LR. No. 12335/4 measuring 957 Ha. And 2,063.3 Ha respectively to cover for portion inhabited by squatters in the initial lease;
- iv. These two parcels of land also, were invaded by squatters some of who later moved to court to claim ownership;
- v. The Government thereafter requested KISCOL to give up the parcels so encroached upon by squatters in return for alternative land as compensation. KISCOL has since obliged and given up the parcels of land for squatters' settlement; and
- vi. In view of the above and given that the Government has the obligation to compensate KISCOL for the lost land, you have identified suitable parcels of land totaling 3,473 Ha for compensation to KISCOL.

We have reviewed your request and found it to be in order. The National Treasury concurrence therefore, is hereby granted for the National Land Commission to go ahead and allocate the following pieces of land, all located in Kwale County, to KISCOL as requested:

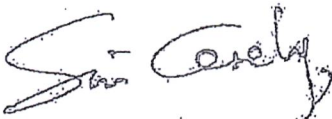
	LR.No.	Size (HA)
1.	5046	1,906
2.	5041	364
3.	1080	258
4.	5034	10
5.	1083	131
6.	5032	43
7.	1082	132
8.	5030	57
9.	1084	133
10.	GL1	140
11.	GL2	170
12.	5031	129
	TOTAL	3,473



In granting this approval, it is understood that:

- i. New leases for each parcel of land will be registered with Ministry of Lands on the same terms and conditions as the initial lease on land Reference Number 27742 Kwale District; and
- ii. All the squatters' issues will have been resolved before final allocation and administrative measures taken to prevent further encroachment on the land.

Yours



Henry K. Rotich

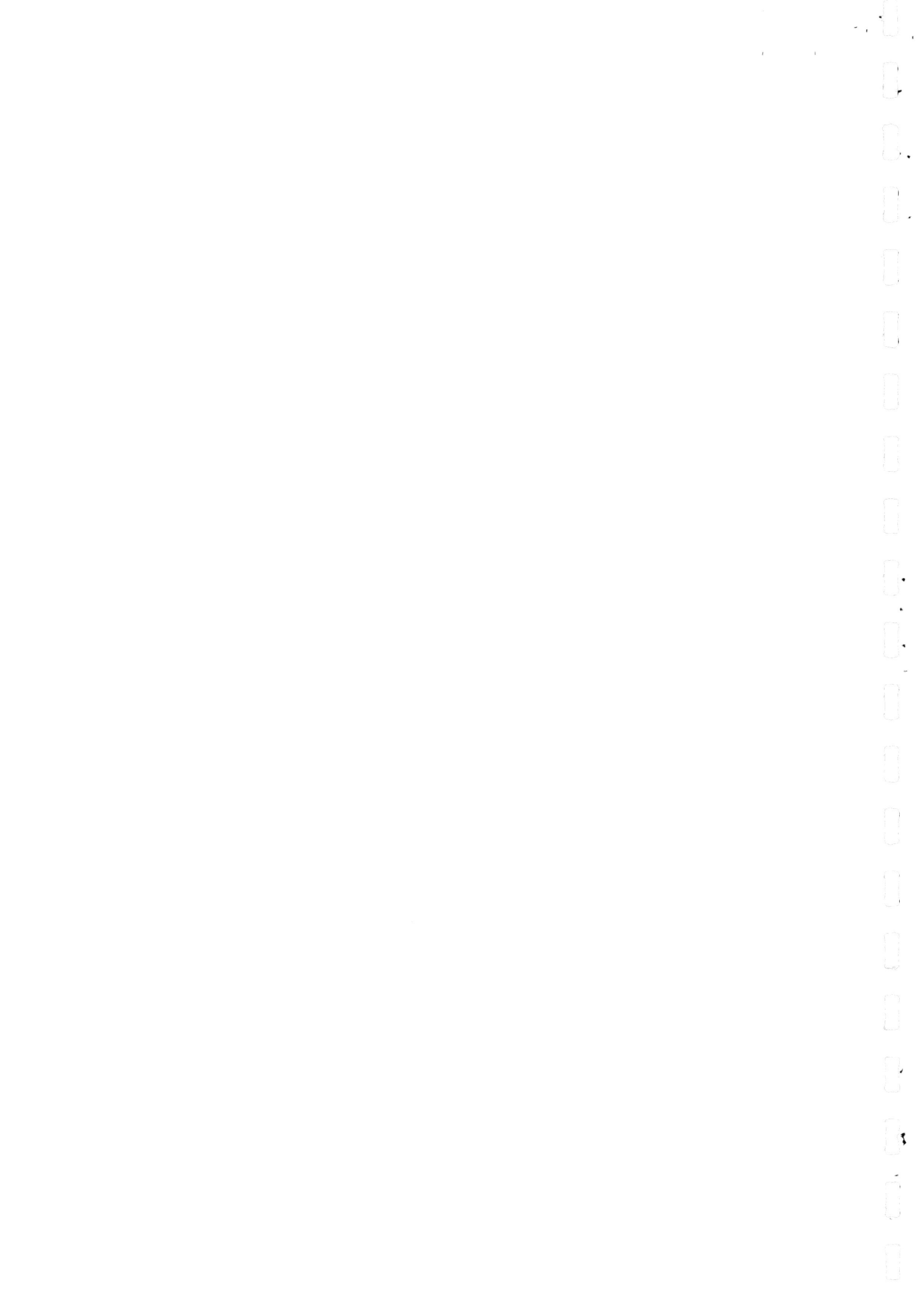
CABINET SECRETARY/NATIONAL TREASURY

Cc Mr. Joseph K. Kinyua, CBS  
Chief of Staff & Head of Public Service  
Executive Office of the President  
Harambee House  
NAIROBI









If acceptance and payment respectively are not received within the said thirty (90) days from the date hereof the offer herein contained will be considered to have lapsed.

Kindly exercise the greatest care to ensure that any building or other works are contained within the boundaries of the plot for should you inadvertently overstep the aforesaid boundaries the cost of removal and reconstruction must be borne by you.

The issuance of the Commission lease will be undertaken as soon as circumstances permit. Any lease issued without the Commission Seal and signature renders this offer null and void.

Your full name (s) in BLOCK LETTERS should be given for the purpose of the grant which will be submitted later to you. The attached special conditions form part of the offer which should be accepted in writing. The Commission shall not accept any liability whatsoever in the event of prior commitment or otherwise.

I have the honour to be,  
Sir(s) Madam,  
Your obedient servant,

Authority: NLC Approval Vide

Minute No. 7/2/3 of 2<sup>nd</sup> March 2016

File No. 31518/II/148

National Treasury Approval: CONF/MOF28/01 DATED 3.11.2015

Prepared by: ... KARIUKI J.K.....

Serial No. LA/NLC 100../164

  
D.R. KITHUNKA  
For: CHAIRMAN  
NATIONAL LAND COMMISSION

ENCL

TO: P/S Ministry of Lands, Housing and Urban Development  
The Director of Surveys, Nairobi.  
The County Secretary ...Kwale .....  
The Director of Physical Planning, Nairobi  
The District Land Officer ..Kwale.....  
Rates Assistant. )  
The Accountant: )  
O/C Records. ) All to note.  
Plan Records Officer. )  
Plot File. )

Min of Lands file

1769



**NATIONAL LAND COMMISSION**

ARDHI HOUSE  
NGONG ROAD  
P.O. Box 44417  
NAIROBI

Telegrams: "MINILANDS", Nairobi  
Telephone: Nairobi 2718050  
When replying please quote

Date: 26<sup>th</sup> June, 2014

Ref: NLC/CHAIRMAN/VOL.VI/2

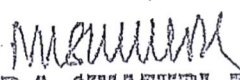
Chairman  
Land Allocation Committee  
National Land Commission

**LR.NOS.12335/4 AND 5004/86 - KWALE COUNTY RAMISI SETTLEMENT SCHEME**

Enclosed are correspondences on the above parcels that were surrendered by Kwale International Sugar Company Limited.

A commitment was given to compensate the company with land known as Ramisi Phase I (about 6900 acre) via letters of 27<sup>th</sup> August, 2013 and 10<sup>th</sup> September, 2013. Given that the company has already lost the two giant parcels and is ready to start cane crushing in August 2014, it will be prudent to implement the compensation of Ramisi Phase I to them without further delay.

Thank you.

  
**MUHAMMAD A. SWAZURI, PhD, CGW**  
**CHAIRMAN, NATIONAL LAND COMMISSION**

...OUNTY  
...wale  
...npany Ltd.



NEW GRANT

EXTENSION OF L.E. 556

Land Reference No. 5055

(Ong No.

Sub division No. (Ong No.

of Section No.

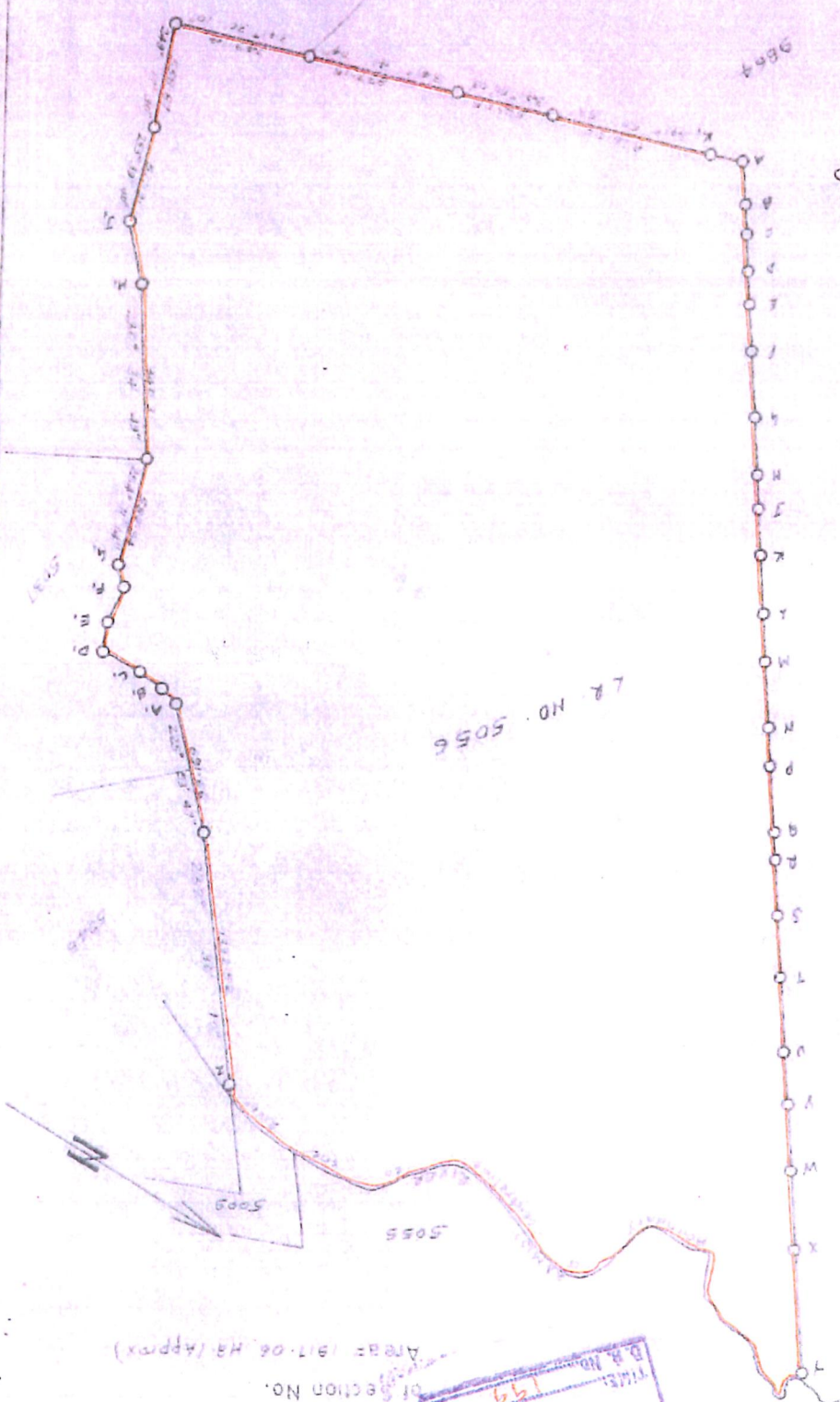
Area: 197.06 Ha (Approx)

MINISTRY OF LANDS AND PHYSICAL PLANNING  
 NAIROBI  
 DATE: 18 SEP 2010  
 TIME: 10:00 AM  
 TITLE: L.E. NO. 199

DISTRICT OF ...  
 Locality: ...  
 Reference map: ...

Beings	Distance	Meters
A-B	48	26
B-C	20	160.95
C-D	51	187.63
D-E	50	184.70
E-F	49	245.88
F-G	50	347.89
G-H	50	307.46
H-I	49	177.74
I-J	45	294.11
J-K	50	312.54
K-L	50	252.77
L-M	50	353.54
M-N	50	207.19
N-O	50	344.51
O-P	51	148.73
P-Q	55	290.76
Q-R	51	324.00
R-S	52	390.34
S-T	56	276.15
T-U	55	353.37
U-V	38	418.85
V-W	55	650.07
W-X	03	24 M
X-Y	38	65 M
Y-Z	52	110.06
Z-AA	40	154.98
AA-AB	43	226.35
AB-AC	13	157.27
AC-AD	45	207.38
AD-AE	23	127.02
AE-AF	51	340.31
AF-AG	02	178.05

CR 70583



DEED PLAN No. 408600  
 P.F. STORAGE  
 for Director of Surveys  
 Nairobi  
 9TH NOVEMBER 2016  
 Scale 1 in = 200 ft  
 Licensed Surveyor  
 FR No. 225/87  
 COMPS No. 89408  
 Prepared by ...  
 Compared by ...



Our Ref: KISCOL/PS/1/15/7/2019  
Your Ref: TBA

Date: 11<sup>th</sup> July 2019

Principal Secretary,  
Ministry of Lands and Physical Planning,  
Ardhi House, 12<sup>th</sup> Floor, Off Ngong Road,  
P.O. Box 30450 – 00100,  
**NAIROBI**  
Email: [info@ardhi.go.ke](mailto:info@ardhi.go.ke)

Dear Sir,

**RE: CONSENT TO EXCISE VARIOUS PARCELS OF LANDS FROM THAT  
PARCEL OF LAND KNOWN AS LR No. 5056**

The above subject refers.

The referenced parcel of land, being LR No. 5056 measuring 1917.06 Ha and situate North of West of Shimoni, Lunga lunga Sub-County, Kwale County, devolves by law to Kwale International Sugar Company Limited following a Ninety Nine (99) years lease executed on 1<sup>st</sup> of June 2017 between the company and the National Government/ County Government of Kwale.

The company has commenced developing the referenced parcel of land to advance her economic interests. However, the company is unable to fully access the same due to invasion by squatters.

That following various meetings and discussions with the Regional Coordinator, Coast region, County Land Management Coordinator, Kwale County Surveyors and the community /squatters currently inhabiting various sections of the land, it has been agreed that various parcels of lands amounting to a total of 351.03 Ha be excised out of the larger parcel forming LR No. 5056. The sections to be excised constitute areas densely inhabited by squatters, where centers and public institutions have been established.

By this letter, the company hereby consent that various parcels of lands amounting to a total of 351.03 Ha be excised out of the larger parcel comprising LR. No. 5056 subject to the following conditions;

**KWALE INTERNATIONAL SUGAR CO. LTD**

1. That the company continues to develop and or be aided by the ministry and or the relevant government authorities to advance the development of the remaining area amounting to 1566.03 Ha.
2. That the ministry and or relevant government authorities immediately remove the squatters within the remaining 1566.03 Ha to enable the company advance her economic interests by developing the land.
3. That the ministry and or relevant government authorities do commence the process of demarcation of the areas excised at its own cost as soon as possible to avoid possible and or further encroachment.
4. That the governments do undertake to allocate the company alternative parcel(s) of land measuring 351.03 Ha or thereabout, as a compensation for parcels proposed to be excised out of the LR No. 5056.
5. That the process of allocating an alternative parcel (s) of land as compensation be done alongside the remaining land deficit for Title LR Number 27742, also devolving by law to Kwale International Sugar Company Limited following Ninety Nine (99) years sub-lease executed with the Permanent Secretary to the Treasury, dated the 20<sup>th</sup> August 2007.

We have attached a plan for LR No. 5056 highlighting the areas proposed to be excised for your ease of reference.

We look forward to our continuous cooperation.

Yours faithfully,

**KWALE INTERNATIONAL SUGAR CO LIMITED**

  
H. Kotecha

Director- Projects, Kwale International Sugar Co. Ltd.  
Box 46279 - 00100, NAIROBI  
info@kwale-group.com

**KWALE INTERNATIONAL  
SUGAR CO. LTD.  
HEAD OFFICE**

*Encl*

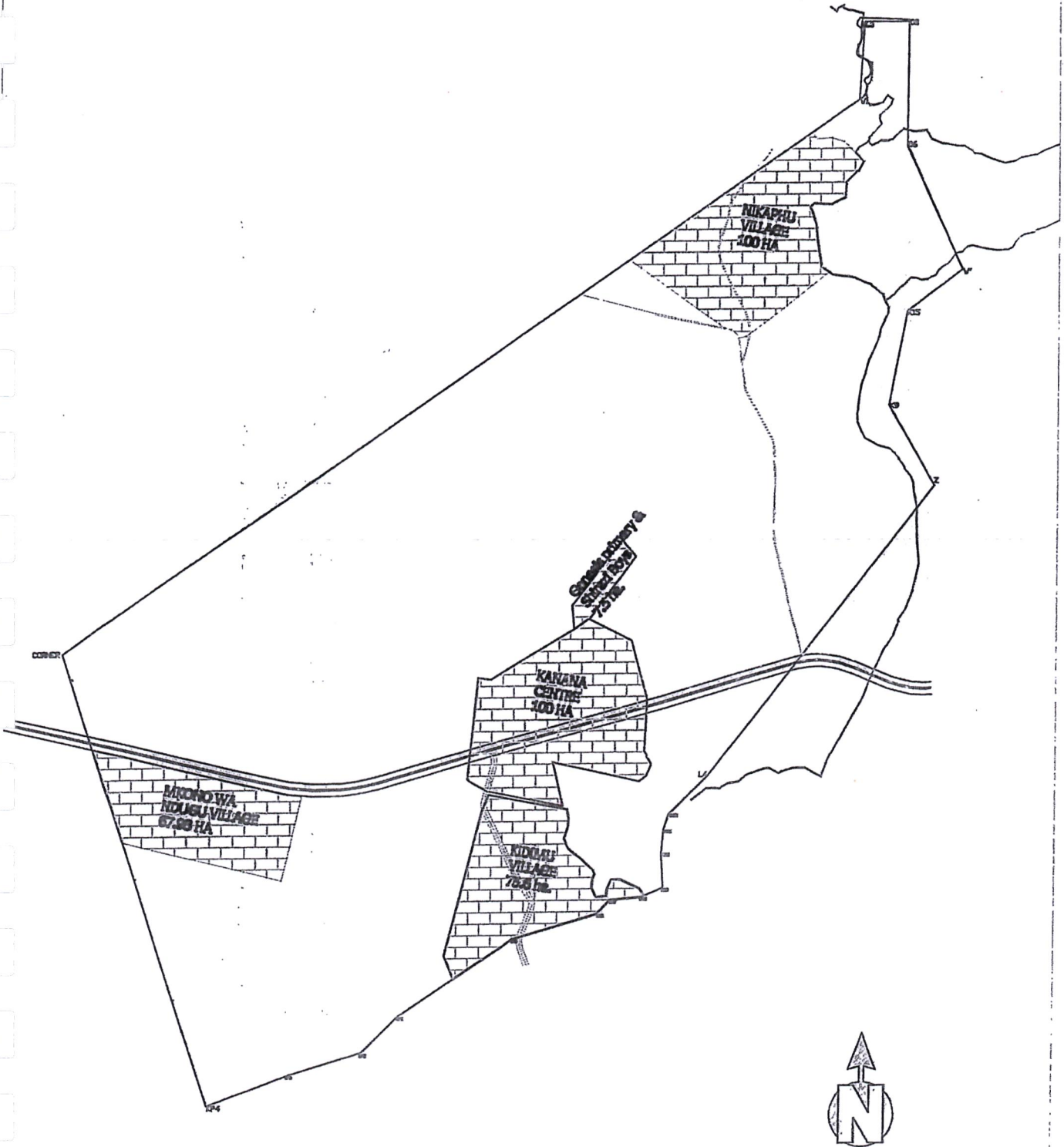
Cc:  
The Director,  
Department of Land Adjudication and  
Settlement,  
Ministry of Lands,  
Ardhi House, Off Ngong Road,  
P.O. Box 30450-00100,  
**NAIROBI**

Kwale County Commissioner,  
P.O. Box 1-80403,  
**KWALE**

County Land Management Coordinator,  
Kwale County,  
P.O. Box 17-80403,  
**KWALE**

Regional Coordinator,  
Coast Region,  
**MOMBASA**

# LR. NO. 5056 PLAN





**NATIONAL LAND COMMISSION**

Tel.0202718050  
Email:info@nlc.or.ke  
Website:www.nlc.or.ke

ARDHI HOUSE  
1<sup>st</sup> NGONG AVENUE  
P.O. Box 44417  
NAIROBI

Ref: NLG/CHAIRMAN/VOL.XXII/18

4<sup>th</sup> May, 2018

The Director – Projects  
Kwale International Sugar Company Limited  
P.O. Box 46279 -00100  
Nairobi – Kenya

Dear Sir

**COMPENSATION L.R. 5056, RAMISI KWALE COUNTY**

We refer to your letter dated 3<sup>rd</sup> May 2018 on the above referenced subject

Our officials have since conducted a ground survey of the parcel in question and have since mapped out the extent of the boundaries and itemized the individuals

We are cognizant of the fact that the Company has made significant investments in setting up its project and it is still lagging behind in terms of attaining effective operations due to the land access issues.

The Commission has considered your request to have it spearhead the process of compensation and it is agreeable to spearhead the process of ensuring that the Company has peaceful and unhindered access to the property.

The Commission shall take up the issue with the relevant stakeholders to ensure the process is accepted in line with the legal provisions and

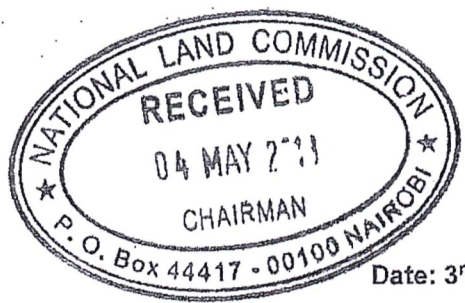
we will issue a formal response on the entitlement criteria, budgetary allocations and any other relevant information pertaining to the relocation process.

Yours faithfully

*MSWMM*

**Prof. Muhammad A. Swazuri, PhD, OGW**  
**Chairman, National Land Commission and**  
**Associate Professor of Land Economics**

0/2/19



Our Ref: KISCOL/NLC/CC/2018-04

Your Ref: TBA

Date: 3<sup>rd</sup> May 2018

The Chairman  
National Land Commission  
Ardhi House, 1st Ngong Avenue, Off Ngong Road,  
P.O. Box 44417 – 00100,  
Nairobi - Kenya

Kind Attn: Prof. Swazuri A. Muhammad,

**RE: COMPENSATION L.R. 5056, RAMISI KWALE COUNTY**

Reference is made to the above matter:

KISCOL was allocated the above mentioned parcel last year. Since then, various discussions have been held with the stakeholders to ensure the Company assumes peaceful physical possession of the property.

From the discussions so far and assessments done by representatives from your office, it has been noted that in order for the company to have unhindered access to the property, several individuals currently within the lease area would have to be compensated.

The nature of the compensation includes but is not limited to trees, crops and housing.

Considering the number of individuals who have already been identified, it is evident that the compensation exercise would require a significant outlay of funds in order to be effected.

Our is thus to write and request yourselves as the relevant government agency to proceed and handle the whole compensation process i.e. *payment and management of the compensation process*

We kindly hope that the process will be handled in the shortest time possible due to the following reasons:

- The factory has been non-operational since November 2016 due to lack of cane and this is solely attributable to the inadequate land available for planting sugarcane.
- The financiers of the project are growing increasingly apprehensive due to the lack of land available for planting as this inhibits our capacity to generate sufficient revenue to honor our financial obligations.

## KWALE INTERNATIONAL SUGAR CO. LTD

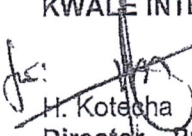
Liaison Office • P.O. Box 46275 - 00100 Nairobi, Kenya • Telephone: +254 20 2406010/012, 0724322961/7  
Fax: +254 20 6566979 • Email: info@kwalegroup.com

- It is currently the onset of the rainy season and going with the sugar-cane crop cycle, it's the ideal time to embark on the planting programme. As such timely completion of the compensation process will enable us to access the land and plant cane for long term survival of the project.

Looking forward to your response

Yours Faithfully

**KWALE INTERNATIONAL SUGAR CO. LIMITED**

  
H. Kotecha  
Director - Projects

KWALE INTERNATIONAL  
SUGAR CO. LTD.  
HEAD OFFICE  
P.O. Box 40279 00100, NAIROBI  
info@kwalegroup.com

Copy to:

**Kind Attn: Mr. Nicholas Muraguri**  
The Permanent Secretary  
Ministry of Lands & Physical Planning  
1<sup>st</sup> Ngong Avenue, Off Ngong Road  
P.O. Box 30089  
Nairobi



30 61

16/8/19

F.N. Orare 217

# SURRENDER

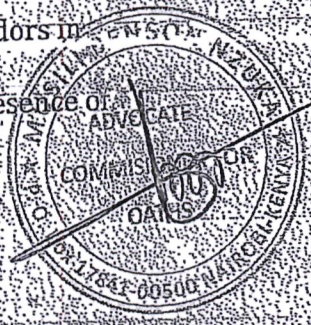
WE, KWALE INTERNATIONAL SUGAR COMPANY LIMITED, (Post Office Box Number 46279 - 00100,) NAIROBI in the Republic of Kenya (hereinafter called "the surrenderors") the within named Grantees being registered as the Proprietors as Lessees from the Government of the Republic of Kenya (subject however to such encumbrances and other matters and are notified by the Memorandum endorsed hereon) of ALL THAT piece of land comprised in the Grant Title registered in the Government Land Titles Registry at Nairobi as CR 70585 **IN CONSIDERATION** of as approval of EXCISION and issuances of titles under cap 300 Laws of Kenya, in respect of L.R No. 5056 thereof under an subject to the Lands Act No 6 of 2012) for the term at the rent and subject to conditions reserved by the contained in the draft of such Grant approved by it prior to the executions hereof **HEREBY SURRENDER(S)** all that piece of land described in the deed plan No. 408699 in respect of L.R No. 5056 their right title and interest in the said land to the Government of the Republic of Kenya freed and discharged from all its estate therein.

IN WITNESS WHEREOF the Surrenderor(s) have set their hands this ..... 16<sup>th</sup> day of ..... August ..... Two thousand ..... 2019 .....

SIGNED by

Surrendors in

The presence of



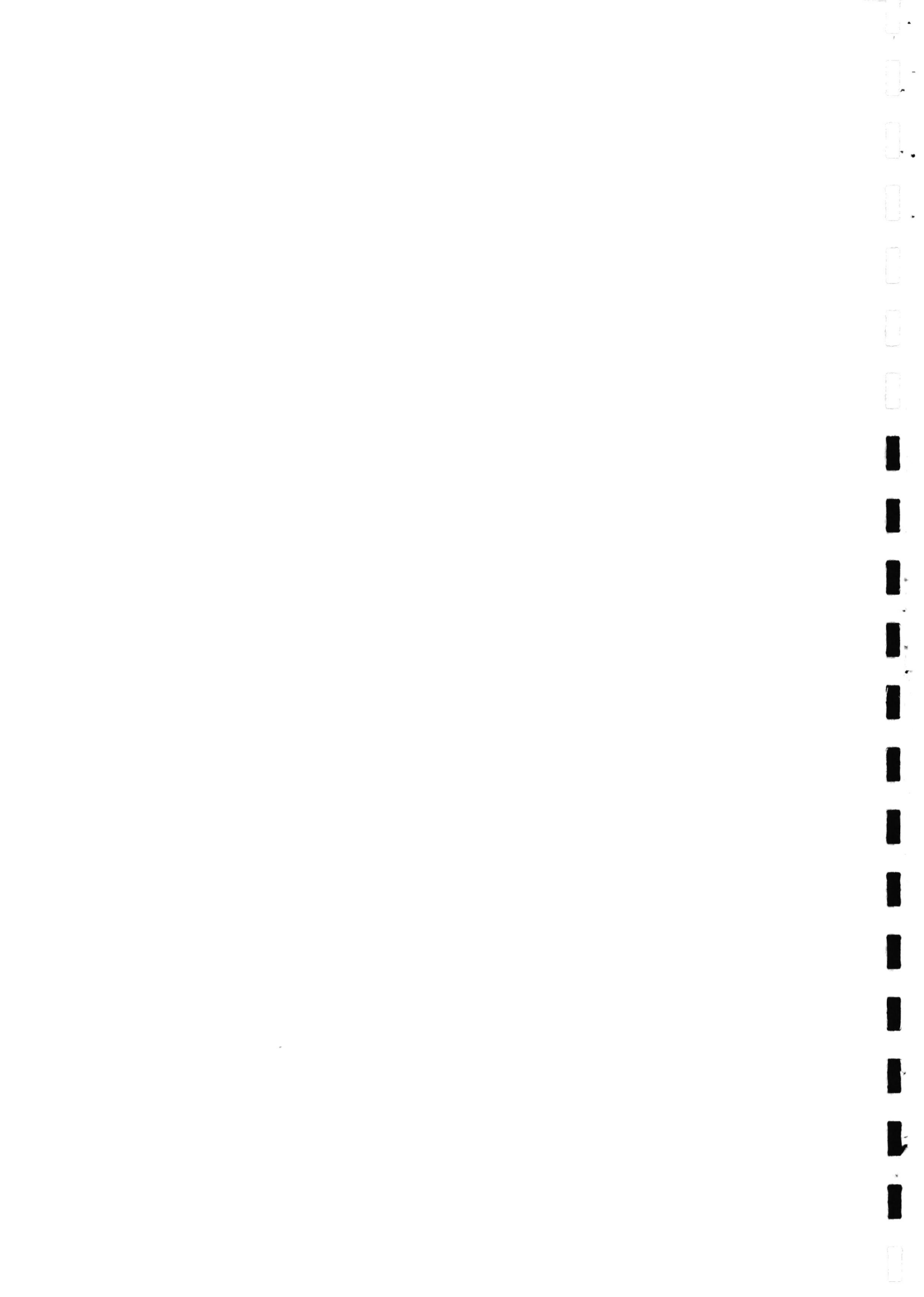
*[Handwritten signature]*  
*[Handwritten signature]*

MEMORANDUM  
NIL

**DRAWN BY:**

F.N. ORARE  
 LAND REGISTRAR  
 P.O. BOX 30089  
 NAIROBI

)  
 )  
 )  
 )





Republic of Kenya  
**MINISTRY OF LANDS AND PHYSICAL PLANNING**  
Office of the Cabinet Secretary

Telegraphic Address: "LANDCON"  
Telephone: Nairobi 2718050  
When replying please quote

ARDHI HOUSE  
NGONG ROAD  
P.O. Box 30450-00100  
NAIROBI

Ref. No MOLPP/ADM/CSO/1/201

July 18, 2019

Walker Kontos Advocates  
P. O. Box 60680-00200  
NAIROBI

*Attn: Ms. Rahma Karanja*

RE: EXCISION OF 351.03 HA FROM LR 5056

Reference is made to consent letter to excise various parcels of land from LR No 5056 from Kwale International Sugar Company Limited (KISCOL) Ref KISCOL/PS/1/15/7/2019 dated July 11, 2019 addressed to the Principal Secretary.

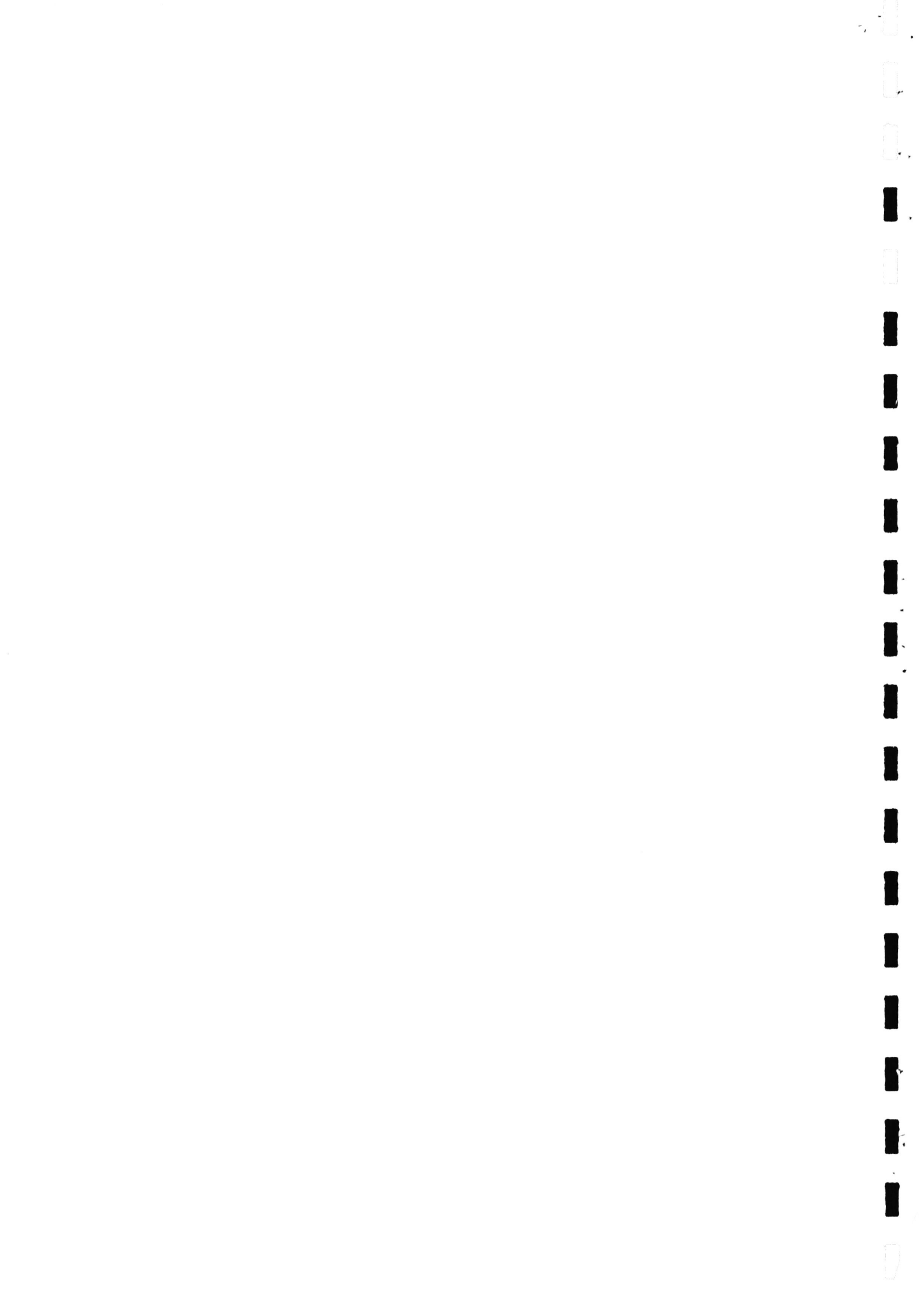
This is to confirm that the Ministry of Lands and Physical Planning is intent on only excising the 351.03 ha as consented from the mother title and to retain the remainder for Kwale International Sugar Company Limited. After the excision the title for remainder 1,566.03 Ha will be returned to you.

By a copy of this letter Kwale International Sugar Company Limited is advised to appoint a Law firm to deal with Walker Kontos Advocates to hasten this process.

Please note the urgency of this matter and expedite.

Yours

Farida Khatun, OGW  
CABINET SECRETARY



REPUBLIC OF KENYA



MINISTRY OF LANDS

MINISTRY OF LANDS AND PHYSICAL PLANNING

Telegram  
Telephone: 041/2312914

DEPARTMENT OF LANDS,  
P.O. BOX 23,  
KWALE.

Ref No. KWL/VAL.GEN/VOL 1/003

**REPORT AND VALUATION**

**FOR**

**EX-GRATIA COMPENSATION**

**ON**

**LAND REFERENCE NUMBER (L.R.) 5056**

**SHIMONI/RAMISI AREA**

**KWALE COUNTY**

**TERMS OF REFERENCE**

Acting on instructions from CHAIRMAN, NATIONAL LAND COMMISSION vide a letter ref no. NLC/CHAIRMAN/VOL.XXIV/28 dated 9<sup>th</sup> January, 2019. We have carried out the inspection of the above referenced property with a view of advising on its value for ex-gratia purposes.

Our report and valuation is as hereunder:

## LIMITING CONDITIONS

This Report and Valuation is subject to the following Limiting Conditions: -

1. The Report and Valuation or reference to it may be included in published documents, circulars or statements provided that prior written approval of the form and context in which it may appear has been obtained from **Ministry of Lands and Physical Planning**.
2. The responsibility of this Report and Valuation is limited to the **Kwale International Sugar Co. Ltd.**
3. While due care is taken to note significant building defects in the course of inspection, this is a Report and Valuation and not a structural survey and no guarantee is given in respect of rot, termite or pest infestation or any other defects whether exposed or unexposed.
4. Where market values are assessed, they reflect the full market value and no account is taken of any liability to taxation, fees, stamp duty, or the costs involved in effecting a sale or purchase.
5. The values assessed in this report are for the subject property and any allocation of values between parts of the property applies only in the terms of and for the purpose of this Report. The values assessed should not be used in conjunction with other assessment, as they may prove incorrect if so used.
6. Where it is stated in this Report that information has been supplied to the ministry by another party this information is believed to be reliable and correct but the ministry can accept no responsibility if this should prove not to be so.
7. The Valuation is based on information presently available from the records in the Land registry and in the event that such records may be incomplete or not up to date, responsibility cannot be accepted for any resulting deficiency or inaccuracy in the information contained herein.
8. The valuation does not take into account any encumbrances that may be registered against the title.
9. It is the responsibility of the addressee to verify all legal aspects with the company lawyer.
10. Where the values assessed are given within particular terms of reference they should not be used outside such terms of reference. Except where it is specifically stated, the values shown in the Report should not be used for insurance purposes.
11. This valuation is invalid unless it is signed by the authorized Government Valuer(s).

## REPORT AND VALUATION

### 1. PLOT NUMBER:

L.R. NO 5056 - Kwale

### 2. DATE OF INSPECTION:

Viewing for appraisal was done between 28<sup>th</sup> February and 8<sup>th</sup> March, 2019.

### 3. LOCATION:

The property is situated within Ramisi area along Mombasa - Lungalunga highway. The specific villages covered include Kanana, Kidimu, Kiranze, Nguzo, Nikaphu and Mkoño Wa Ndugu, within Pongwe-Kikoneni ward, Kwale County.

### 4. REGISTRATION DETAILS

#### a) Title:

The subject property is a Leasehold interest of 99 years from 01.06.2007, rent of Kshs 720,970/-, registered at the Mombasa Land Registry under the Registration of Titles Act Cap 281 Laws of Kenya (now repealed) and the registered owner being Kwale International Sugar Company Limited.

#### b) Area:

The subject plot measures one thousand nine hundred and seventeen decimal nought six (1,917.06) hectares, 4,737.06 acres approximately.

#### c) Encumbrances:

None registered against the title.

### 5. IMPROVEMENTS:

The buildings were classified in three main categories according to the materials used for construction i.e. Permanent, semi-permanent or temporary.

Most of the buildings and structures within the land were constructed from locally available materials, wood, sticks, makuti, and iron sheets. Majority of the structures were of makuti mud wall, makuti mutomo wall (wall constructed on stones plastered with mud- cement mixture), and iron

## REPORT AND VALUATION

### 1. PLOT NUMBER:

L.R. NO 5056 - Kwale

### 2. DATE OF INSPECTION:

Viewing for appraisal was done between 28<sup>th</sup> February and 8<sup>th</sup> March, 2019.

### 3. LOCATION:

The property is situated within Ramisi area along Mombasa - Lungalunga highway. The specific villages covered include Kanana, Kidimu, Kiranze, Nguzo, Nikaphu and Mkono Wa Ndugu, within Pongwe-Kikoneni ward, Kwale County.

### 4. REGISTRATION DETAILS

#### a) Title:

The subject property is a Leasehold interest of 99 years from 01.06.2007, rent of Kshs 720,970/-, registered at the Mombasa Land Registry under the Registration of Titles Act Cap 281 Laws of Kenya (now repealed) and the registered owner being Kwale International Sugar Company Limited.

#### b) Area:

The subject plot measures one thousand nine hundred and seventeen decimal nought six (1,917.06) hectares, 4,737.06 acres approximately.

#### c) Encumbrances:

None registered against the title.

### 5. IMPROVEMENTS:

The buildings were classified in three main categories according to the materials used for construction i.e. Permanent, semi-permanent or temporary.

Most of the buildings and structures within the land were constructed from locally available materials, wood, sticks, makuti, and iron sheets. Majority of the structures were of makuti mud wall, makuti mutomo wall (wall constructed on stones plastered with mud- cement mixture), and iron

sheets with mud wall. However, there were some semi-permanent and permanent houses that were affected while others were incomplete.

**Permanent:**

The walls were made of coral or masonry blocks. Roofs were predominantly CIS (Corrugated Iron Sheets). Majority had strip foundation and the floors were mainly finished in screed floor with very few in ceramic tiles.

**Semi-permanent:**

The walls were mainly constructed of mud but plastered or made of stones lined with a mixture of lime and mud (Mutomo).

**Temporary**

These included all the other structures which simply had thatched roof, mud floor and mud wall.

This classification ultimately had an impact on the unit cost applicable on each category. The unit rates for compensation of the affected building/structures have been estimated by consulting the local builders, contractors, local masons and dealers of building materials. The compensation rates provided were according to the current estimated cost of replacement in order to allow the owners rebuild their structures to the same standard of construction and materials.

**6. SERVICES**

Mains water and electricity were available for connection. Foul disposal was via pit latrine and in very few cases septic/soakage pits. Most access roads were all - weather. Some resident had sunk wells for water, and a few residents were connected to electricity.

**7. REMARKS**

The purpose of the exercise was to determine the values of the affected structures for compensation purposes.

In carrying out our valuation we laid emphasis of enhancing community participation right from the onset of the valuation process. We involved and sought the assistance of the local community representatives who


assisted in the assessment by accompanying the valuers, informing the populace, helping in identifying the affected person and giving the necessary information.

The valuation was done for the improvements only. In our valuation we have used the cost replacement method whereby we have calculated the current cost of replacing the buildings. We have taken into consideration the fact that currently the costs have risen and it will be more expensive to bring them up to the current level. As for the old buildings and the grass thatched houses, we have considered the fact that most of the materials may not be re-useable and even though they are old, compensation should be done to enable the owners build up new structures but of the some materials.

NB-Attached is the valuation summary for the affected parties.

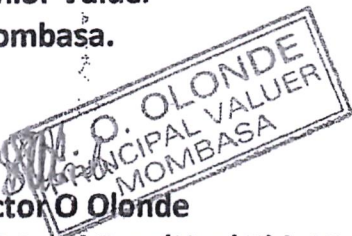
**8. VALUATION**

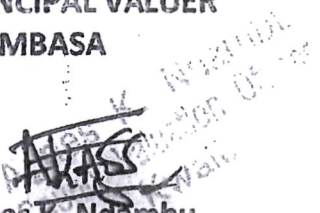
In consideration to all the significant factors affecting the value of the properties and terms of reference, we value the improvements on the above referenced parcels in sum of **Kenya Shillings One Hundred and Seventy Million One Hundred Thousand (Kshs. 170,100,000.00)**.

  
**Obadiah Onkendi**  
**B.A Land Econ. (Hon) Nbi; MISK**  
**Senior Valuer**  
**Mombasa.**

**Obadiah Onkendi**  
**Senior Valuer**  
**Mombasa**

**Jacinter Kore**  
**B. Real Estate (Hon) Nbi; GMISK.**  
**Senior Valuer**  
**Mombasa.**

  
**Victor O Olonde**  
**B.A Land Econ(Hon)Nbi; Msc Real Estate (Glasgow)UK; RV; MISK;CIHM (UK).**  
**PRINCIPAL VALUER**  
**MOMBASA**

  
**Agnes K. Ndambu**  
**B.A Land Econ. (Hon) Nbi; MISK**  
**Ass. Director (VALUATION)**  
**KWALE**

**FOR: DIRECTOR LAND VALUATION**

REPUBLIC OF KENYA

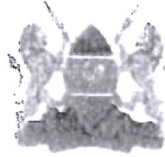
THE MATTER OF LAND REGISTRATION ACT NO 3 OF 2012  
IN THE MATTER OF LAND ACT NO. 6 OF 2012  
'THE REGISTRATION OF TITLES ACT'  
CAP.281 (REPEALED)

CERTIFICATE OF POSTAL SEARCH AS ON 17<sup>TH</sup> MAY 2019

PLOT NUMBER : 5056-KWALE  
TITLE NUMBER : CR.70583  
AREA : 1917.06 HA  
TENURE : LEASEHOLD  
TERM: 99 YEARS  
FROM: 1<sup>ST</sup> JUNE 2007  
RENT: KSHS 720,970/- P.A. (REV).  
REGISTERED OWNER : KWALE INTERNATIONAL SUGAR  
COMPANY LIMITED  
ENCUMBRANCE : NIL

  
REGISTRAR OF TITLES

Copy of Official Search



REPUBLIC OF KENYA

THE LAND REGISTRATION ACT

(No. 3 of 2012, Section 108)

THE LAND ACT

(No. 6 of 2012)

THE REGISTRATION OF TITLES ACT (Cap. 281) (Repealed)

THE GOVERNMENT LAND ACT (Cap. 280) (Repealed)

THE LANDS TITLES ACT (Cap. 282) (Repealed)

CERTIFICATE OF TITLE

Title No. CR. 70583

Term: 99 Years: From: 1.6.2007

Annual Rent Kenya Shillings: 720,970 (Revisable)

I hereby certify that KWALE INTERNATIONAL SUGAR COMPANY LIMITED

of P.O. Box 46279 - 00100, NAIROBI.

in the Republic of Kenya, pursuant to section 108 of the Land Registration Act is/are now registered proprietor(s) as lessee(s) from the Government of the Republic of Kenya for the term

of NINETY-NINE years from the 1ST day of JUNE two thousand and SEVENTEEN

ALL that piece of land situate in the NORTH OF WEST OF SHIMONI Municipality in the KWALE District

containing by measurement 1917.06 HECTARES.

hectares/acres (less road reserve of Ha/Ac) or thereabouts and being land Reference

Number 5056 (original Number) as delineated on Land Survey Plan

Number 408699 annexed hereto. SUBJECT however to the revisable annual rent

of shillings 720,970 and to the Act(s) special conditions. Encumbrances and other matters specified in the Memorandum hereunder written.

IN WITNESS whereof I have hereunto set my hand and seal this 18TH day of SEPTEMBER

Two Thousand and SEVENTEEN.

Registrar of Titles

GPK (J.) 816-30m-1/2015

Copy of Title



KWALE RAMISI ONE-EXGRATIA VALUATION								
NIKAPHU VILLAGE								
S/NO.	HOUSEHOLD NAME	ID NO.	DESCRIPTION	IMPROVEMENTS			VALUE (KSHS)	TOTAL VALUE (KSHS)
				ROOF	WALL	FLOOR		
1	BERITA NYAMAI	5780374	HOUSE 1	GCI	MUD	EARTH	280,000	1,059,650
			HOUSE 2	GCI	MUD	EARTH	252,000	
			HOUSE 3	THATCH	MUD	EARTH	122,650	
			COW PEN	THATCH	MUD	EARTH	192,500	
			STORE/TOILET	GCI	CORAL STONE	SCREED/ASIAN	240,000	
			SEPTIC TANK				100,000	
			FOUNDATION				162,000	
			COW PEN	OPEN TO SKY	POSTS	EARTH	220,500	
			TWO STANDARD WELL				300,000	
			HOUSE	OPEN TO SKY	STICKS	EARTH	18,000	
2	JOSEPH KAMBUA	11244222	THREE GRAVES			150,000	168,000	
3	HAMISI ALI MWANJAMA	9633251	HOUSE 1	THATCH	MUD	EARTH	365,750	917,250
			CHICKEN HOUSE 2	THATCH	MUD	EARTH	49,500	
			BATHROOM	THATCH	THATCH	EARTH	2,000	
			TEN GRAVES				500,000	
			HOUSE	THATCH	MUD	EARTH	181,500	
4	JUMA HAMISI ALI	34255350	BATHROOM	THATCH	THATCH	EARTH	2,000	183,500
5	ABDALLA CHARO		HOUSE 1	TWIGS	TWIGS	EARTH	28,000	358,000
6	GIDEON MWERO MWANGOLE		HOUSE 2	THATCH	MUD	EARTH	330,000	
7	JACKSON BEJA MWAGDE		HOUSE	THATCH	MUD	EARTH	332,750	332,750
8	BEJA MAGANJE BEJA	20869952	HOUSE	THATCH	MUD	EARTH	82,500	82,500
			KITCHEN	THATCH	MUD	EARTH	297,000	
			BATHROOM	THATCH	MUD	EARTH	134,750	
9	NGOME MWANGALE		HOUSE	THATCH	MUD	EARTH	2,000	433,750
10	LUVUNO MWERO MTULA	20615987	HOUSE	THATCH	MUD	EARTH	265,375	265,375
			KITCHEN	THATCH	MUD	EARTH	154,000	
			ONE GRAVE				55,000	
11	MLONGO MANGALE BEYA	6734900	HOUSE	THATCH	MUD	EARTH	50,000	259,000
12	NYAWA MANGALE	21465108	KITCHEN	THATCH	MUD	EARTH	265,375	265,375
			HOUSE	THATCH	MUD	EARTH	99,000	
			BATHROOM	THATCH	MUD	EARTH	198,000	
			BATHROOM	OTS	STICKS/GRASS	EARTH	2,000	
			ONE GRAVE				50,000	
13	ISSA R IKI	20898279	HOUSE	THATCH	MUD	EARTH	231,000	673,000
			BATHROOM	THATCH	GRASS/STICKS	EARTH	2,000	
			MAIN HOUSE	THATCH	MUD PAINTED	EARTH	440,000	
14	JUMA MWANAHAMISI ALII	3126699	HOUSE	THATCH	MUD	EARTH	306,625	306,625
15	MOHAMED MWAKURIA		TOILET	THATCH	MUD	EARTH	49,500	856,125
			HOUSE	THATCH	MUD	EARTH	339,625	
			STRUCTURE	OPEN TO SKY	GRASS/STICKS	EARTH	65,000	
			BATHROOM	OPEN TO SKY	GRASS/STICKS	EARTH	2,000	
			SEVEN GRAVES				350,000	
			SIMPLE WELL				50,000	
			HOUSE	THATCH	MUD	EARTH	50,000	
16	KALAMA PAULO		HOUSE	THATCH	MUD	EARTH	134,750	134,750
17	MWERO PARU BEMNAZI	5412878	HOUSE	THATCH	WATTLE/THATCH	EARTH	120,000	120,000

18	CHIRUNGA DZOMBBO		HOUSE	THATCH	MUD	EARTH	86,625	86,625
19	NGALAA CHUPHI MWATELA	20990097	HOUSE	THATCH	MUD	EARTH	103,125	103,125
20	CHUPHI MWATELA MWADZIME	4627962	HOUSE	THATCH	MUD	EARTH	27,500	27,500
21	CHAKA DAWA		STRUCTURE	POLES	MUD	EARTH	65,000	65,000
22	MAJALIVA		STRUCTURE	POLES	POLES	EARTH	73,500	73,500
			HOUSE	THATCH	MUD	EARTH	330,000	
			TOILET	THATCH	MUD	EARTH	210,375	
			TOILET	THATCH	MUD	EARTH	49,500	
23	MMINIYI HASSAN NDUNE		KITCHEN	THATCH	MUD	EARTH	66,000	655,575
			HOUSE	THATCH	MUD	EARTH	198,000	
			KITCHEN	THATCH	MUD	EARTH	82,500	
			TOILET	THATCH	MUD	EARTH	16,500	
24	JULO MTEGA		HOUSE	THATCH	MUD	EARTH	605,000	297,000
			STONE	THATCH	STICKS/THATCH	EARTH	43,750	
			KITCHEN	THATCH	MUD	EARTH	110,000	
			POULTRY HOUSE	THATCH	MUD	EARTH	48,125	
			TOILET	THATCH	MUD	EARTH	49,500	
25	BAKARI HASSAN NDUNE	21371190	BATHROOM	OPEN TO SKY	STICKS/THATCH	EARTH	2,000	659,375
			KITCHEN	THATCH	MUD	EARTH	192,500	
			HOUSE	THATCH	MUD	EARTH	185,625	
			BAHROOM	OPEN TO SKY	STICKS/THATCH	EARTH	2,000	
			TOILET	THATCH	MUD	EARTH	55,000	
			GOAT SHADE	THATCH	POLES	EARTH	98,000	
26	SOPHIA HASSAN NDUNE	769885	NINE GRAVES	THATCH	MUD	EARTH	450,000	903,125
			HOUSE	THATCH	MUD	EARTH	88,000	
27	MWENDO HAMISI	4617398	STONE	GCI	MUD	EARTH	34,375	122,375
28	SALIM HAMAD KASSIM	35121912	HOUSE	THATCH	MUD	EARTH	195,250	195,250
29	MAASAI CHIROTO MONGO	27599022	HOUSE	THATCH	MUD	EARTH	134,750	134,750
			HOUSE 1	THATCH	MUD	EARTH	297,000	
			BATHROOM	OTS	THATCH	EARTH	2,000	
			COOKING AREA	OPEN	POLES	EARTH	36,000	
			HOUSE 2	THATCH	MUD	EARTH	13,500	
30	TIMA TWAHIRI HAMISI	20899932	HOUSE 3	THATCH	MUD	EARTH	148,500	497,000
31	RAMA SULEIMAN MWACHOME	7068807	INCOMPLETE HSE	RING BEAM LEVEL WINDOW LEVEL	CORAL STONES	EARTH	524,160	524,160
32	ABDALLA SALIM MKULLU	35496410	STANDARD WELL	GCI	PERMANENT	SLAB/SCREED	150,000	645,000
			WELL MOSQUE	GCI	PERMANENT	SLAB/SCREED	648,000	
			WATER TROUGH(1M HIGH)	WORN OUT GCI	CORAL	SLAB	2,244	
			DILAPIDATED HOUSE	GCI	CORAL	SLAB	475,000	
33	KASSIM KHALE MWASIMAU	33004861	TOILET PERMANENT	GCI	CORAL	SLAB	93,120	1,219,944
			HOUSE	GCI	MUD	CEMENT SCREED	198,660	
			POULTRY HOUSE 1	GCI	MUD	SCREED	29,920	
			GOAT PEN	GCI	MUD	SCREED	58,190	
			POULTRY HOUSE 2	GCI	MUD	SCREED	195,800	
34	MAGDULINE BAI NGERERI	22737270	STANDARD WELL	GCI	MUD	SCREED	150,000	632,570
			PERMANENT HOUSE	WELL FINISHED GCI	ROOF	SLAB/SCREED	498,000	
			STANDARD WELL	WALLS DONE	POLES	EARTH	150,000	
35	EVANS NAMWAKIRA	2259779	KIOSK	THATCH	POLES	EARTH	20,250	649,000
			HOUSE 1	THATCH	MUD	EARTH	154,000	
			BATHROOM	OPEN TO SKY	MAKUTI	EARTH	2,000	

36	ATHMAMI ALI KATAMBO	22172683	HOUSE 2	THATCH	MUD	EARTH	42,900	3,49,550
			COW PEN	POLES	POLES	EARTH	100,000	
37	PRISCILLA OMOLLO@JONATHAN	2259812	HOUSE 3	POLES	POLES	EARTH	21,600	2,051,480
			KITCHEN	POLES	POLES	EARTH	8,800	
38	GEORGINA WAKESH OTONGO & OSCAR MUGABE OTONGO	22220974	HOUSE(INCOMPLETE)	OPEN TO SKY	CORAL BLOCK(LIN)	SLAB	1,827,200	3,691,610
			KITCHEN	OPEN TO SKY	CORAL BLOCK(LIN)	SLAB	84,280	
39	GINORA KINYASI MWAI	25150154	STANDARD WELL	GCI	GCI	EARTH	150,000	97,020
			BUNGALOW(MODERN)	GCI BOX PROFILE	CORAL BLOCK	SLAB/SCREED	3,191,500	
40	YUSUFU KONGORIKO	21850748	WATER TOWER	RC COLUMNS &	SLAB	SLAB	43,200	254,100
			POLITRY HOUSE	GCI	CORAL BLOCK	EARTH	121,800	
41	MWABWANDO MKULU VUNGA	1368462	STORE	GCI	MUD PLASTERED	EARTH	75,110	601,320
			STANDARD WELL				150,000	
42	EDDY CHERUYOT LANGAT	13827873	SEPTIC TANK				100,000	47,250
			HOUSE	GCI	MUD (PLASTERED)	EARTH	97,020	
43	MUSTAFA ABDALLA BAZUMA	8408171	HOUSE	THATCH	MUD	EARTH	254,100	161,000
			HOUSE	GCI	MUD	EARTH	586,040	
44	RAMADHAN MWAMONGO	21850748	BATHROOM	OPEN TO SKY	MUD	EARTH	2,000	45,000
			HOUSE	THATCH	MUD/POLES	EARTH	93,280	
45	FATUMA ALI DZIMWEGA	21264789	HOUSE	THATCH	MUD	EARTH	47,250	59,200
			BATHROOM	THATCH	MUD	EARTH	132,000	
46	MUSTAFA ABDALLA BAZUMA	8408171	POULTRY HOUSE	GCI	EARTH	EARTH	15,750	45,000
			BATHROOM	OPEN TO SKY	MAKUTI	EARTH	2,000	
47	BAKARI MWABWANDO	32279088	STRUCTURE	OPEN TO SKY	POLES	EARTH	11,250	416,425
			INCOMPLETE HSE	OPEN TO SKY	POLES	EARTH	45,000	
48	REHEMA M. VUNGA		HOUSE	THATCH	MUD	EARTH	57,200	164,460
			BATHROOM	TYPICAL	MUD	EARTH	2,000	
49	ABDALLA M. VUNGA	35498410	HOUSE 1	INCOMPLETE	POLES	EARTH	9,900	454,115
			COOKING AREA	INCOMPLETE	POLES	EARTH	9,240	
49	ABDALLA M. VUNGA	35498410	HOUSE 2	THATCH	MUD	EARTH	285,285	23,816,774
			BATHROOM	OPEN TO SKY	MAKUTI	EARTH	2,000	
49	ABDALLA M. VUNGA	35498410	LATRINE(PTI)(INCOMPLETE)				10,000	23,816,774
			TWO GRAVES				100,000	
49	ABDALLA M. VUNGA	35498410	HOUSE	THATCH	MUD	EARTH	150,700	164,460
			BATHROOM	OPEN TO SKY	MAKUTI/TWIGS	EARTH	2,000	
49	ABDALLA M. VUNGA	35498410	SHED	THATCH	POLES	EARTH	11,760	42,350
			HOUSE	THATCH	MUD	EARTH	351,560	
49	ABDALLA M. VUNGA	35498410	SHED	THATCH	POLES	EARTH	58,205	2,000
			KITCHEN	THATCH	MUD	EARTH	42,350	
49	ABDALLA M. VUNGA	35498410	BATHROOM	THATCH	THATCH	EARTH	2,000	454,115
			BATHROOM	THATCH	THATCH	EARTH	2,000	

**KWALE RAMISI ONE - EXGRATIA VALUATION**  
**MKONO WA NDUGU**

S/NO	HOUSEHOLD NAME	ID NO.	DESCRIPTION	IMPROVEMENTS				TOTAL VALUE (KSHS)
				ROOF	WALL	FLOOR	VALUE(KSHS)	
1	SAMSON KITSAO GAGA	14600843	MAIN HOUSE	MAKUTI	MUD	EARTH	146,300	344,500
			HOUSE	MAKUTI	MUD	EARTH	105,600	
			PIT LATRINE	MAKUTI	MAKUTI	EARTH	39,600	
			SIMPLE WELL				50,000	
2	MATANO RUWA MWATSUNGA	27427368	MAIN HOUSE	MAKUTI	MUD	EARTH	129,580	350,280
			HOUSE 2	MAKUTI	MUD	EARTH	57,200	
			HOUSE 2	MAKUTI	MUD	EARTH	82,500	
			COV/SHED	OPEN	POSTS	EARTH	31,000	
			SIMPLE WELL				50,000	
3	APPOLOS CHWILA MUGUNYA	22141220	MAIN HOUSE	GCI	MUD	EARTH	163,800	213,800
			SIMPLE WELL				50,000	
4	KAZUNGU CHARO	9878802	HOUSE 1	MAKUTI	MUD	EARTH	209,000	585,390
			HOUSE 2	MAKUTI	MUD	EARTH	136,620	
			HOUSE 3	MAKUTI	MUD	EARTH	112,860	
			HOUSE 4	MAKUTI	MUD	EARTH	50,160	
			HOUSE 5	MAKUTI	MUD	EARTH	24,750	
5	KURUSI NDATA	20913363	BATHROOM	MAKUTI	MAKUTI	EARTH	2,000	167,055
			COV/SHED	OPEN	MAKUTI	EARTH	8,800	
			HOUSE 1	GCI	MUD	EARTH	283,500	
			HOUSE 2	MAKUTI	MUD	EARTH	74,250	
			HOUSE 3	MAKUTI	MUD	EARTH	87,725	
			STORE	MAKUTI	MUD	EARTH	10,725	
			SIMPLE WELL				50,000	
			ONE GRAVE				50,000	
			HOUSE	GCI	MUD	EARTH	189,070	
			WELLS				100,000	
7	JUMA NZAO	20742262	HOUSE	MAKUTI	MAKUTI	EARTH	81,900	289,070
			STANDARD WELL				150,000	
8	MWANAIIDI TOSIRI IMAMU	13732038	HOUSE	MAKUTI	MAKUTI	EARTH	50,000	231,900
			SIMPLE WELL				66,000	
9	BUNGALE	21733606	HOUSE	MAKUTI	MUD	EARTH	50,000	50,000



**KWALE RAMISI ONE - EXGRATIA VALUATION**  
**MIKONO WA NDUGU**

S/NO	HOUSEHOLD NAME	ID NO.	DESCRIPTION	IMPROVEMENTS			VALUE(KSHS)	TOTAL VALUE (KSHS)
				ROOF	WALL	FLOOR		
1	SAMSON KITSAO GAGA	14600843	MAIN HOUSE	MAKUTI	MUD	EARTH	146,300	341,500
			HOUSE	MAKUTI	MUD	EARTH	105,600	
			PIT LATRINE	MAKUTI	MAKUTI	EARTH	39,600	
			SIMPLE WELL				50,000	
2	MATANO RUWA MWATSUNGA	27427368	MAIN HOUSE	MAKUTI	MUD	EARTH	129,580	350,280
			HOUSE 2	MAKUTI	MUD	EARTH	57,200	
			HOUSE 2	MAKUTI	MUD	EARTH	82,500	
			COW SHED	OPEN	POSTS	EARTH	31,000	
			SIMPLE WELL				50,000	
3	APPOLOS CHIWILA MUGUNYA	22141220	MAIN HOUSE	GCI	MUD	EARTH	163,800	213,800
			SIMPLE WELL				50,000	
4	KAZUNGU CHARO	9878802	HOUSE 1	MAKUTI	MUD	EARTH	209,000	585,390
			HOUSE 2	MAKUTI	MUD	EARTH	136,620	
			HOUSE 3	MAKUTI	MUD	EARTH	112,860	
			HOUSE 4	MAKUTI	MUD	EARTH	50,160	
			HOUSE 5	MAKUTI	MUD	EARTH	24,750	
5	KURUSI NDATA	20913363	BATHROOM	MAKUTI	MAKUTI	EARTH	2,000	167,055
			SIMPLE WELL				2,000	
			HOUSE 1	MAKUTI	MUD	EARTH	50,000	
			HOUSE 2	MAKUTI	MUD	EARTH	105,495	
			BATHROOM	MAKUTI	MUD	EARTH	50,820	
			COW SHED	OPEN	MAKUTI	EARTH	2,000	
6	MWANONONGO MDATA	21460531	HOUSE 1	GCI	MUD	EARTH	8,800	556,200
			HOUSE 2	MAKUTI	MUD	EARTH	283,500	
			HOUSE 3	MAKUTI	MUD	EARTH	74,250	
			HOUSE 3	MAKUTI	MUD	EARTH	87,725	
			STORE	MAKUTI	MUD	EARTH	10,725	
7	JUMA NZAO	20742262	SIMPLE WELL				50,000	556,200
			ONE GRAVE				50,000	
8	MWANAIDI TOSIRI IMAMU	13732038	HOUSE	GCI	MUD	EARTH	189,070	289,070
			WELLS				189,070	
9	BUNGALE	21733606	HOUSE	MAKUTI	MAKUTI	EARTH	100,000	231,900
			STANDARD WELL				81,900	
9	BUNGALE	21733606	SIMPLE WELL				150,000	50,000
			HOUSE	MAKUTI	MUD	EARTH	50,000	
							66,000	50,000

10	BENARD WAIYULA SIMIYU	11656892	PIT LATRINE	MAKUTI	MAKUTI	EARTH	18,480	134,480
			SIMPLE WELL				50,000	
11	EDWIN MBURU MACHARIA	26277251	HOUSE	MAKUTI	MUD	EARTH	90,750	140,750
			SIMPLE WELL				50,000	
12	FURAHA KITSAO GAGA	35264128	HOUSE 1	MAKUTI	MUD	EARTH	50,160	243,455
			HOUSE 2	MAKUTI	MUD	EARTH	47,520	
			HOUSE 3	MAKUTI	MUD	EARTH	93,775	
			BATHROOM	MAKUTI	MAKUTI	EARTH	2,000	
			SIMPLE WELL				50,000	
			STANDARD WELL				150,000	
13	JOOL ROCHA NDEGWA	16117128	HOUSE	MAKUTI	MUD	EARTH	74,250	150,000
14	FATUMA KEA TSUMA	22453638	SIMPLE WELL				50,000	124,250
15	SALIM NYONDO NGETI	27127498	HOUSE	MAKUTI	MUD	EARTH	148,555	198,555
			SIMPLE WELL				50,000	
16	ZENA KEYA TSUMA	21092372	HOUSE	MAKUTI	MUD	EARTH	102,300	154,300
			BATHROOM	MAKUTI	MAKUTI	EARTH	2,000	
			SIMPLE WELL				50,000	
17	KADZE MWAUCHI NGALA	8526495	HOUSE	MAKUTI	MAKUTI	EARTH	36,400	86,400
18	MICHAEL MWANIKI MUCHIRI	11116349	HOUSE	GCI SHEETS	PVC	EARTH	72,160	172,160
			SIMPLE WELLS				100,000	
							4,189,545	4,189,545

KWALE RAMISI ONE - EXGRATIA VALUATION								
KIDIMU VILLAGE								
S/NO.	HOUSEHOLD NAME	ID NO.	DESCRIPTION	IMPROVEMENTS			VALUE (KSHS)	TOTAL VALUE (KSHS)
				ROOF	WALL	FLOOR		
1	MOHAMED S. NZALA	30985004	HOUSE	MAKUTI	MUD	EARTH	85,250	135,250
			SIMPLE OPEN WELL				50,000	
2	KUMBO K. MWAZUMA	34046349	HOUSE 1	GCI	MUD	EARTH	327,250	1,095,450
			HOUSE 2	GCI	MUD	EARTH	630,000	
			CHICKEN PEN	GCI	MUD	EARTH	88,200	
			SIMPLE OPEN WELL				50,000	
3	FRANCOH LEWA KOPA	2267672	KIOSK+ HOUSE	GCI	MUTOMO	EARTH	882,000	944,000
			LATRINE	OPEN	MAKUTI	EARTH	12,000	
			SIMPLE OPEN WELL				50,000	
4	MUPA S. MTOTOMA	2183306	HOUSE	MAKUTI	MUD	EARTH	171,875	271,875
			SIMPLE WELL				50,000	
5	AWADH M. JUMA	36572592	UNSTABLE HOUSE	MAKUTI	MUD	EARTH	51,700	51,700
6	KIRUNGA MWERO DZUHA	4633178	HOUSE 1	MAKUTI	MAKUTI	EARTH	49,980	121,380
			HOUSE 2	MAKUTI	MAKUTI	EARTH	71,400	
7	MWANASHA O. KIBOGA	29166213	DILAPIDATED HOUSE	MAKUTI	MUD	EARTH	105,600	107,600
			BATHROOM	OPEN	MAKUTI	EARTH	2,000	
8	MODESTA A. MWAMADUVADI	35476684	HOUSE	MAKUTI	MUD	EARTH	105,600	107,600
			BATHROOM	OPEN	MAKUTI	EARTH	2,000	
9	MOHAMED K. SARAI	0769875	HOUSE	MAKUTI	MAKUTI	EARTH	40,145	617,035
			HOUSE 1	MAKUTI	MUD	EARTH	49,500	
			HOUSE 2	MAKUTI	MUD	EARTH	75,900	
			HOUSE 3	MAKUTI	MUD	EARTH	148,995	
			HOUSE 4	MAKUTI	MUD	EARTH	105,600	
			HOUSE 5	MAKUTI	MUD	EARTH	182,325	
			BATHROOMS	OPEN	MAKUTI	EARTH	4,000	
10	JENIFFER A. THOMAS	0769875	HOUSE	MAKUTI	POSTS	EARTH	50,715	328,600
			BATHROOM	OPEN	MUD	EARTH	204,600	
			DILAPIDATED HOUSE	MAKUTI	MAKUTI	EARTH	2,000	
			SIMPLE OPEN WELL				72,000	
11	KARISA M. LUGANJE	4962155	HOUSE BUILD TO LINTEL LEVEL	OPEN	CEMENTED CORAL STONES	EARTH	140,800	278,800
			HOUSE 2	MAKUTI	MUD	EARTH	88,000	
			SIMPLE OPEN WELL				50,000	
12	MWANGOMBE MOKOLI	11228723	HOUSE	GCI	POSTS	EARTH	94,500	94,500
			SHED	GCI	MUD	EARTH	173,530	
13	BURUSI M. BURUSI	14689996	BATHROOM	OPEN	MAKUTI	EARTH	2,000	175,530

				NEHEMA CHURCH	GCI	CEMENTED CORAL	MAZERA	1,774,800	
				KITCHEN	GCI	CEMENTED CORAL	SLAB	160,200	
				LATRINE	GCI	GCI	SLAB	82,880	
15	PATRICK M. MUMGUTI	23375858		BATHROOM	GCI	GCI	SLAB	15,750	2,033,630
16	ROSE N. MOSE	25941363		HOUSE	MAKUTI	MUD	EARTH	85,800	85,800
17	MARGARET J. MCHAMU	35475084		HOUSE	GCI	POSTS	EARTH	264,000	264,000
18	MOSCAS MWAMAKAME	31104547		HOUSE	MAKUTI	MUD	EARTH	125,400	
				STORE	OPEN	MAKUTI	EARTH	28,000	153,400
				INCOMPLETE STRUCTURE	TIMBER TRUSSES	CEMENTED CORAL	EARTH	52,800	
				MAIN HOUSE	MAKUTI	MUD	EARTH	195,800	
				BATHROOM	OPEN	MAKUTI	EARTH	2,000	
				LATRINE	OPEN	MAKUTI	EARTH	10,000	
19	SAID ALI MSAADA	32190335		SIMPLE OPEN WELL				50,000	310,600
				MAIN HOUSE	GCI (TIMBER TRUSS	CEMENTED CORAL	SCREED SLAB	543,900	
				KITCHEN	GCI	MUTOMO	EARTH	101,430	
				CHICKEN PEN	GCI	MUTOMO	EARTH	9,100	
				STORE HOUSE	GCI	MUTOMO	EARTH	126,000	
				BATHROOM	GCI	MUTOMO	SLAB	30,800	
20	MICHAEL K. OLET	8033719		SIMPLE OPEN WELL				50,000	861,230
				MAIN HOUSE	MAKUTI	MUD	EARTH	126,390	
				KITCHEN	MAKUTI	MUD	EARTH	60,500	
				BATHROOM	OPEN	MUD	EARTH	2,000	188,890
21	KOPESHA H. MASSORO	21439634		MAIN HOUSE	MAKUTI	MUD	EARTH	115,830	
22	COSMAS SONGA MAKWETE	26885073		BATHROOM	OPEN	MUD	EARTH	2,000	147,830
				MAIN HOUSE	MAKUTI	MUD	EARTH	68,585	
				KITCHEN	MAKUTI	MUD	EARTH	69,905	
				BATHROOM	OPEN	MAKUTI	EARTH	2,000	
				STRUCTURE	OPEN	POSTS	EARTH	6,600	
23	KAMMILL S. KIRINGI	11265888		MAIN HOUSE	MAKUTI	MUD	EARTH	110,880	
				CHICKEN PEN	GCI	GCI	EARTH	175,070	
				KITCHEN	GCI	GCI	EARTH	36,300	
				STANDARD WELL				150,000	472,250
24	KARUNZA KIBAYA MWERO	26885073		ISOLATED HOUSE	MAKUTI	MAKUTI	EARTH	100,650	100,650
25	FATUMA ABUBAKAR	23819979		MAIN HOUSE	MAKUTI	MUD	EARTH	157,740	
				KITCHEN	MAKUTI	MUD	EARTH	77,550	
				CHICKEN PEN (LOW LYING)	MAKUTI	MAKUTI	EARTH	3,480	
				BATHROOM	OPEN	MAKUTI	EARTH	2,000	

26	SABINA SONGA MINETE	35476663	SIMPLE OPEN WELL				50,000	290,770
			MAIN HOUSE	MAKUTI	MUD	EARTH	75,900	
			BATHROOM	OPEN	MAKUTI	EARTH	2,000	
27	ZAKARIYA SWIDIKA	35476979	SIMPLE OPEN WELL				50,000	127,900
			MAIN HOUSE	MAKUTI	MUD	EARTH	136,125	
28	JESCA K. KAHINDI	27103718	STORE HOUSE	MAKUTI	MUD	EARTH	74,250	210,375
29	DAMA SIDI KAHINDI	5026128	HOUSE	MAKUTI	MUD	EARTH	94,050	94,050
			DILAPIDATED HOUSE	MAKUTI	MUD	EARTH	52,800	
30	PAULA KAHINDI KALAMA	24532708	BATHROOM	OPEN	MAKUTI	EARTH	2,000	54,800
			MAIN HOUSE	MAKUTI	MUD	EARTH	59,675	
			STORE HOUSE	MAKUTI	MUD	EARTH	102,080	
31	KAHINDI KALAMA MINYALU	4998421	BATHROOM	OPEN	MAKUTI	EARTH	2,000	163,755
			MAIN HOUSE	MAKUTI	MUD	EARTH	132,550	
			HOUSE 2	MAKUTI	MUD	EARTH	143,000	
			BATHROOM	OPEN	MAKUTI	EARTH	2,000	
32	KANINI MWANGANGI MUTUNE	11367972	SIMPLE OPEN WELL				50,000	327,550
33	DAMA J. YAA	4998691	STRUCTURE	MAKUTI	MUD	EARTH	77,550	77,550
34	JUMAA SULEIMAN ZITO	8822105	HOUSE	MAKUTI	MUD	EARTH	64,350	64,350
35	FRANCIS RICHARD	4594273	HOUSE	MAKUTI	MUD	EARTH	127,050	127,050
36	SALOME KWEKWE	26217561	HOUSE(DILAPIDATED)	MAKUTI	MUD	EARTH	161,920	161,920
			MAIN HOUSE	MAKUTI	MUD	EARTH	98,010	
37	RASHID M. SWALEH	32310824	BATHROOM	SKY	MAKUTI	EARTH	2,000	100,010
			MAIN HOUSE	MAKUTI	MUD	EARTH	106,425	
38	FATUMA ABDALLA KIDHANGI	14623265	STORE HOUSE	MAKUTI	MUD	EARTH	78,045	184,470
			HOUSE	MAKUTI	MUD	EARTH	123,200	
39	ELIZABETH SIDI MWADARI	20500576	BATHROOM	OPEN	MUD	EARTH	2,000	125,200
40	HAMISI ABDALLA RIDAGO	0767929	HOUSE	MAKUTI	MUD	EARTH	169,400	169,400
			MAIN HOUSE	MAKUTI	MUD	EARTH	84,700	
			SHED	MAKUTI	POSTS	EARTH	12,880	
			LATRINE PIT				10,000	
41	NADZUA KILO	12488621	SIMPLE OPEN WELL				50,000	157,580
			HOUSE	MAKUTI	MUD	EARTH	255,200	
			BATHROOM	OPEN	MAKUTI	EARTH	2,000	
42	MTENDE MKALA MDURA	36833689	SIMPLE OPEN WELL				150,000	407,200
			MAIN HOUSE	MAKUTI	MUD	EARTH	103,950	
			KITCHEN	MAKUTI	MUD	EARTH	78,155	
			CHICKEN PEN	MAKUTI	MUD	EARTH	28,050	
43	SALAMA MWEGA NDZALA	2192684	STORE HOUSE	MAKUTI	MUD	EARTH	93,280	303,435
			HOUSE 1	MAKUTI	MUD	EARTH	165,440	
44	MANGALE MWEGA MWAMBUGU	36566310	HOUSE 2	MAKUTI	MUD	EARTH	175,395	340,835
			MAIN HOUSE	MAKUTI	MUD	EARTH	134,640	
			CHICKEN PEN	MAKUTI	MUD	EARTH	15,730	

45	MBITHI WAMBUA	8418868	STORE	MAKUTI	MUD	EARTH	41,140	241,510
			SIMPLE OPEN WELL				50,000	
46	BAKARI AMRI MWEDE	35454491	MAIN HOUSE	MAKUTI	MUD	EARTH	108,900	351,355
			STORE(HALF HEIGHT)	MAKUTI	MUD	EARTH	92,455	
			SIMPLE OPEN WELL				150,000	
47	DORIS KARANJA	34970277	MAIN HOUSE	MAKUTI	MUD	EARTH	170,280	316,090
			STORE	MAKUTI	MUD	EARTH	95,810	
			SIMPLE OPEN WELL				50,000	
48	MWANAPILI MASAI MONGO	3226612	SHED	MAKUTI	POSTS	EARTH	30,450	232,700
			HOUSE 1	MAKUTI	MUD	EARTH	34,650	
			HOUSE 2	MAKUTI	MUD	EARTH	105,600	
			LATRINE	OPEN TO SKY	MAKUTI	EARTH	12,000	
			SIMPLE OPEN WELL				50,000	
49	CHIZI MENZA GUMBARU	35941048	MAIN HOUSE	ASBESTOS	CEMENTED CORAL STONES	EARTH	828,000	1,014,120
			KITCHEN	MAKUTI	MUD	EARTH	120,120	
			BATHROOM	OPEN	MAKUTI	EARTH	2,000	
			SHED	MAKUTI	POSTS	EARTH	2,000	
			LATRINE	MAKUTI	MAKUTI	EARTH	12,000	
			SIMPLE OPEN WELL				50,000	
50	HAMISI SAID LALO	14623265	MAIN HOUSE	MAKUTI	MUD	EARTH	80,080	352,900
			LOW SHED	MAKUTI	POSTS	EARTH	22,820	
51	DAMA KITHUNGA	5026128	FIVE GRAVES				250,000	59,500
52	ABU KHALFAN MOHAMED	13198944	HOUSE	MAKUTI	MAKUTI	EARTH	59,500	124,000
			WATER TOWER/STAND	SOLID SLAB	CEMENTED CORAL STONES	EARTH	24,000	
53	ABDULMALIK A. S. KIBABA	33107078	2-SIMPLE OPEN WELLS				100,000	50,000
54	FAUZIA MWIKALI KASSIM	3876917	SIMPLE OPEN WELL				50,000	253,950
			HOUSE	MAKUTI	MUD	EARTH	103,950	
			STANDARD WELL				150,000	
55	JUMA KIDZANGI	4627730	SHED	MAKUTI	POSTS	EARTH	14,000	38,000
			WATER TOWER	SOLID SLAB	CEMENTED CORAL STONES	EARTH	24,000	
			HOUSE	MAKUTI	MUD	EARTH	158,455	
56	SWALEH HASSAN MUROH	3279733	SHED	MAKUTI	POSTS	EARTH	35,000	345,455
			BATHROOM	OPEN	MAKUTI	EARTH	2,000	
			SIMPLE OPEN WELL				50,000	
			TWO GRAVES				100,000	
			MAIN HOUSE	GCI	MUD	EARTH	294,000	
			KITCHEN	GCI	MUD	EARTH	104,230	
			CALF PEN	GCI	POSTS	EARTH	94,500	
			BATHROOM	MAKUTI	MAKUTI	EARTH	2,000	

57	JANE M. KIOKO	14598809	RABBIT PEN	GCI	POSTS	TIMBER	8,500	703,230
			ONE GRAVE				50,000	
			STANDARD WELL				150,000	
58	NANZINGU T. MWABUNGA		MAIN HOUSE	MAKUTI	MUD	EARTH	99,000	249,680
			SHED	MAKUTI	POSTS	EARTH	17,150	
			STRUCTURE	MAKUTI	MAKUTI	EARTH	94,500	
			KITCHEN	MAKUTI	MUD	EARTH	37,030	
			BATHROOM	MAKUTI	MAKUTI	EARTH	2,000	
59	MWAKERA MAZUMA MWAKERA	20570369	COW SHED	OPEN	POSTS	EARTH	8,800	110,425
			HOUSE 1	MAKUTI	MUD	EARTH	38,500	
			HOUSE 2	MAKUTI	MUD	EARTH	59,125	
			BATHROOM	MAKUTI	MAKUTI	EARTH	2,000	
			RABBIT PEN	MAKUTI	POSTS	POSTS	2,000	
60	MWAZUMA MWAKERA MWAZUMA		HOUSE 1	GCI	MUD	EARTH	107,100	192,640
			HOUSE 2	GCI	MUD	EARTH	85,540	
61	NDEGWA MWAKERA	28267836	HOUSE	GCI	MUD	EARTH	203,350	303,350
			SIMPLE OPEN WELL				50,000	
			ONE GRAVE				50,000	
62	HAMISI GARASHI		HOUSE	MAKUTI	MUD	EARTH	41,745	53,745
			LATRINE	MAKUTI	MAKUTI	EARTH	12,000	
			HOUSE 1	MAKUTI	MUD	EARTH	123,750	
63	KASSIM CHENGO KALAMA	32674962	HOUSE 2	MAKUTI	MUD	EARTH	81,400	222,830
			BATHROOM	MAKUTI	MAKUTI	EARTH	2,000	
			SHED	MAKUTI	MAKUTI	EARTH	15,680	
64	MWANASITI NJERI ALI	4820297	DILAPIDATED HOUSE	GCI	MUD	EARTH	89,180	89,180
65	HASSAN COSMAS TENESI	27113080	MAIN HOUSE	MAKUTI	MUD	EARTH	103,675	182,310
			POULTRY HOUSE	MAKUTI	MAKUTI	EARTH	14,875	
			SHED	MAKUTI	POSTS	EARTH	11,760	
			BATHROOM	MAKUTI	MAKUTI	EARTH	2,000	
			SIMPLE OPEN WELL				50,000	
66	KADZO KARISA MWADORI		MAIN HOUSE	MAKUTI	MUD	EARTH	249,865	268,035
			STRUCTURE	OPEN	POSTS	EARTH	16,170	
			BATHROOM	MAKUTI	MAKUTI	EARTH	2,000	
67	PATRICK WEKESA NOKOLE	36641408	DILAPIDATED HOUSE	MAKUTI	MUD	EARTH	80,960	80,960
68	SADAM ABDUL	4618798	MAIN HOUSE	GCI	GCI	EARTH	189,000	369,780
			HOUSE 2	GCI	MUD	EARTH	69,020	
			HOUSE 3	GCI	MUD	EARTH	109,760	
			BATHROOM	MAKUTI	MAKUTI	EARTH	2,000	
			HOUSE 1	MAKUTI	MUD	EARTH	26,565	
69	MWANASHA HAMISI MWARIZO	4619223	HOUSE 2	MAKUTI	MUD	EARTH	26,950	67,515
			BATHROOM	MAKUTI	MAKUTI	EARTH	2,000	
			LATRINE	MAKUTI	MAKUTI	EARTH	12,000	

70	FATUMA FEISAL ABDALLA	14436801	DILAPIDATED HOUSE	MAKUTI	MUD	EARTH	85,250	239,850
			SHED	OPEN	MAKUTI	EARTH	4,600	
			STANDARD WELL				150,000	
71	MASUDI HASSAN MASUDI	35078909	MAIN HOUSE	MAKUTI	MUD	EARTH	174,460	201,660
			BATHROOM	MAKUTI	MAKUTI	EARTH	2,000	
			LATRINE	MAKUTI	MAKUTI	EARTH	12,000	
			POULTRY HOUSE	MAKUTI	MUD	EARTH	13,200	
72	HASSAN MASUDI MOHAMED	31279305	MAIN HOUSE	MAKUTI	MUD	EARTH	220,825	222,825
			BATHROOM	MAKUTI	MAKUTI	EARTH	2,000	
73	JUMA MASUDI MOHAMED	5423909	HOUSE	MAKUTI	MUD	EARTH	102,300	102,300
74	HAMISI HASSAN MASUDI	35071299	STRUCTURE	OPEN	POSTS	EARTH	14,080	14,080
75	REHEMA LUVUNO NDEME	26640962	HOUSE	MAKUTI	MUD	EARTH	140,800	169,755
			SHED	MAKUTI	MUD	EARTH	24,255	
			STRUCTURE	OPEN	POSTS	EARTH	2,700	
			BATHROOM	MAKUTI	MAKUTI	EARTH	2,000	
76	TIMA SWALEH ALI	12488621	SIMPLE OPEN WELL				50,000	50,000
77	JOSEPH KARANJA WAMUGI	1910634	HOUSE	GCI	GCI	EARTH	47,320	47,320
78	ANNA JONAS	35475521	HOUSE 1	MAKUTI	MUD	EARTH	60,280	217,410
			STRUCTURE:	OPEN	POSTS	EARTH	13,440	
			SHED	MAKUTI	MAKUTI	EARTH	20,580	
			HOUSE 2	MAKUTI	MUD	EARTH	92,400	
			DILAPIDATED KITCHEN	MAKUTI	MUD	EARTH	28,710	
			BATHROOM	MAKUTI	MAKUTI	EARTH	2,000	
79	DONALD CHIWAI CHIRIMBA	4965688	HOUSE	MAKUTI	MUD	EARTH	70,070	70,070
80	TOBIAS LEONARD ANAJAMBALA	35478875	DILAPIDATED HOUSE	MAKUTI	MUD	EARTH	43,010	43,010
81	AUGUSTINO CHARO GONZI	35108836	SHED	MAKUTI	POSTS	EARTH	52,675	327,335
			HOUSE	MAKUTI	MUD	EARTH	256,410	
			FALLING STRUCTURE	MAKUTI	POSTS	EARTH	6,250	
			LATRINE	POOR GCI	MAKUTI	EARTH	12,000	
			MAIN HOUSE+ SHOP	GCI	MUTOMO	EARTH	1,473,850	
82	SIMBA C. KAMBUA	26500604	PIT LATRINE	GCI	MUD	EARTH	12,000	1,635,850
			STANDARD WELL				150,000	
83	KAZUNGU		MAIN HOUSE	MAKUTI	MAKUTI	EARTH	90,440	125,835
			KITCHEN	MAKUTI	MAKUTI	EARTH	31,395	
			SHED	MAKUTI	MUD	EARTH	2,000	
			BATHROOM	MAKUTI	MAKUTI	EARTH	2,000	
84	IDDRISA RAMADHAN HUSSEIN		HOUSE	MAKUTI	MUD	EARTH	146,520	212,360
			BATHROOM	MAKUTI	MAKUTI	EARTH	2,000	
			STRUCTURE	MAKUTI	POSTS	EARTH	63,840	

85	PILOT		STANDARD WELL				150,000	150,000
86	ANICETAGACUKU KAVERENGE	8066954	HOUSE	MAKUTI	MUD	EARTH	91,520	91,520
87	JOEL ANGUKO	10659684	HOUSE	MAKUTI	CEMENT PLASTERED MUD WALL	EARTH	193,930	195,930
			STRUCTURE	MAKUTI	MUD	EARTH	2,000	
88	TIMOTHY KITSAO YERI	9207930	HOUSE	MAKUTI	CEMENT PLASTERED MUTOMO WALL	EARTH	220,275	322,275
			BATHROOM	MAKUTI	MAKUTI	EARTH	2,000	
			TWO SIMPLE WELLS				100,000	
89	ZACHARIA MWAMZANDI	8417253	STRUCTURE	OPEN	MUD	EARTH	9,520	9,520
90	RIDHIWANI AYUBU HIRI	25392129	STANDARD HOUSE	GCI	CEMENTED CORAL STONES(PLASTERE	CEMENT SCREED	2,472,000	3,702,260
			HOUSE	GCI	CEMENTED CORAL STONES	CEMENT SCREED	415,200	
			WATER TOWER	FLAT SLAB	CEMENTED CORAL STONES	X- SHAPED	24,000	
			POULTRY HOUSE	GCI	CORAL STONES	SLAB	25,680	
			GOAT PEN	GCI	GCI	EARTH	415,380	
			ONE SIMPLE WELL				50,000	
			STANDARD WELLS				300,000	
91	EMMANUEL		STANDARD HOUSE	GCI(TIMBER TRUSS)	STONES(PLASTERE D)	CEMENT SCREED	1,638,000	1,799,560
			STORE(HALF HEIGHT)	MAKUTI	MAKUTI	EARTH	154,560	
			BATHROOM	GCI	MUD	EARTH	7,000	
92	SAMUEL MWANYENGELA FLORA	11313524	HOUSE	GCI	MUD	EARTH	130,200	212,685
			KITCHEN	MAKUTI	MUD	EARTH	78,485	
			STRUCTURE	MAKUTI	MUD	EARTH	2,000	
			BATHROOM	MAKUTI	MAKUTI	EARTH	2,000	
							29,029,705	29,029,705

KWALE RAMISI ONE - EXGRATIA VALUATION								
KIRANZE VILLAGE								
S/NO	HOUSEHOLD NAME	ID NO.	IMPROVEMENTS	DESCRIPTION			VALUE (KSHS)	TOTAL VALUE (KSH)
				ROOF	WALL	FLOOR		
1	MWANARAMA RAMA KIBAO		MAIN HOUSE	MAKUTI	MUD	EARTH	151,800	151,800
			HOUSE 1	MAKUTI	MUD	EARTH	109,120	
			HOUSE 2	MAKUTI	MUD	EARTH	92,510	
			HOUSE 3	MAKUTI	MUD	EARTH	19,250	
2	HALFANI HASSAN MBEGA	0768155	BATHROOM	MAKUTI	MAKUTI	EARTH	2,000	222,880
			HOUSE	MAKUTI	MUD	EARTH	94,050	
3	MIRRIAM HALFANI MBEGA	36569415	ONE GRAVEYARD				50,000	144,050
4	ABDALLA SARO	26969907	HOUSE	GCI	MUD	EARTH	110,250	110,250
5	TZUMA JAMES	16007524	HOUSE	MAKUTI	MUD	EARTH	149,600	149,600
6	RAPHAEL STEPHEN		HOUSE	GCI	MUD	EARTH	121,520	121,520
			HOUSE	MAKUTI	MUD	EARTH	338,800	
			SHED	MAKUTI	POSTS	EARTH	13,125	
			LATRINE	MAKUTI	MAKUTI	EARTH	12,000	
			KITCHEN	MAKUTI	MUD	EARTH	68,640	
			ONE SIMPLE WELL				50,000	
7	PETER JOTHAM NYAMBU	5337583	ONE GRAVEYARD				50,000	532,565
			MAIN HOUSE	MAKUTI	MUD	EARTH	102,080	
			HOUSE 1	MAKUTI	MUD	EARTH	42,240	
			HOUSE 2	MAKUTI	MUD	EARTH	67,210	
			HOUSE 3	MAKUTI	MUD	EARTH	50,875	
			HOUSE 4	MAKUTI	MUD	EARTH	25,300	
8	CHATE MASUDI CHANINGALE	31750189	CHICKEN PEN	MAKUTI	POSTS	EARTH	7,840	295,545
9	CHARI MWEMBE	8418610	FOUR HOUSES	MAKUTI	MUD	EARTH	377,135	377,135
10	KARISA SARO	4997909	FOUR HOUSES	MAKUTI	MAKUTI	EARTH	200,550	250,550
			SIMPLE WELL				50,000	
11	ABAAH		HOUSE 1	MAKUTI	MAKUTI	EARTH	64,050	111,090
12	K.744		HOUSE 2	MAKUTI	MAKUTI	EARTH	47,040	
			ONE HOUSE	OPEN	POSTS	EARTH	53,900	53,900
			HOUSE 1	MAKUTI	MUD	EARTH	28,600	
			HOUSE 2	MAKUTI	MUD	EARTH	37,950	
			HOUSE 3	MAKUTI	MUD	EARTH	163,625	
13	KIBOYA MWAVUO	4612742	ONE SIMPLE WELL				50,000	280,175
14	JONAS RAPHAEL KAVANGA	35474832	MAIN HOUSE	MAKUTI	MUD	EARTH	142,450	192,450
			SIMPLE WELL				50,000	
15	PETER CHRISTOPHER CHONYA	35727922	MAIN HOUSE	MAKUTI	MUD	EARTH	160,545	210,545
			SIMPLE WELL				50,000	
16	CHANGOKA HENRY CHANGOKA	35351939	HOUSE 1	MAKUTI	MUD	EARTH	118,800	168,800
17	PETER NGIVA KIVUVA		SIMPLE WELL				50,000	133,000
			HOUSE 1	GCI	MUD	EARTH	133,000	
			HOUSE 1	OPEN	POSTS	EARTH	33,210	
			HOUSE 2	OPEN	POLES	EARTH	7,800	
18	ELIZABETH ANDREA NAMIYONGO	35474803	SIMPLE WELL				50,000	91,010
			MAIN HOUSE	MAKUTI	MUD	EARTH	424,600	
			SHOP	MAKUTI	MUD	EARTH	19,800	
			TOILET	OPEN	MAKUTI	EARTH	12,000	
19	PHILIX MWAWAWA MATASA	13628959	SIMPLE WELL				50,000	506,400

20	HENRY NDEME CHANGOKA	2183209	MAIN HOUSE KITCHEN STANDARD WELL SIX GRAVES	GCI GCI	CORAL STONE CORAL STONE	EARTH EARTH	1,006,920 89,280	1,546,200
21	TERESIA SIMON CHEA	35475080	HOUSE 1 HOUSE 2 SIMPLE WELL THREE GRAVES	OPEN OPEN	MUD MAKUTI	EARTH EARTH	300,000 422,100 118,000 50,000	740,100
22	WAYUA KITAVI	27395079	HOUSE 1 KITCHEN BATHROOM SIMPLE WELL THREE GRAVES	MAKUTI MAKUTI OPEN	MUD MAKUTI MAKUTI	EARTH EARTH EARTH	150,000 143,550 88,000 2,000 50,000	433,550
23	IOSPHAT MAMERO NDEGE	2227367	MAIN HOUSE HOUSE 2 SIMPLE WELL	MAKUTI MAKUTI	MUD MUD	EARTH EARTH	150,000 203,775 54,395	308,170
24	ALI SALIM DZIONZA	11789731	MAIN HOUSE SIMPLE WELL	MAKUTI	MUD	EARTH	50,000 222,750	272,750
25	MWAMATUMU KASSIM	2227367	HOUSE 1 HOUSE 2 HOUSE 3 HOUSE 4 HOUSE 5 HOUSE 6 TOILET STANDARD WELL THREE GRAVES	MAKUTI MAKUTI MAKUTI MAKUTI MAKUTI MAKUTI OPEN	MUD MUD MUD MUD MUD MUD MAKUTI	EARTH EARTH EARTH EARTH EARTH EARTH EARTH	50,000 20,625 33,880 179,190 19,800 18,810 66,880 12,000 150,000	651,185
26	MFAUME WAZARI KASSIM		HOUSE 1 HOUSE 2 HOUSE 3 HOUSE 4 TOILET BATHROOM SIMPLE WELL	GCI GCI MAKUTI MAKUTI OPEN OPEN OPEN	MUD MUD MUD MUD POLES MAKUTI MAKUTI	EARTH EARTH EARTH EARTH EARTH EARTH EARTH	150,000 129,150 134,400 94,050 43,010 15,600 12,000 2,000	129,150
27	WAMWANDU MALOMBO		HOUSE 1	GCI	CORAL STONE	EARTH	50,000	351,060
28	HARUN WAMWANDU		HOUSE 1	MAKUTI	MUD	EARTH	918,000	918,000
29	KASSIM MOHAMED KIDATO		HOUSE 1 HOUSE 2 HOUSE 3 TOILET	MAKUTI MAKUTI MAKUTI OPEN	MUD MUD MUD MUD	EARTH EARTH EARTH EARTH	57,750 180,400 38,500 62,040	57,750
30	IMBEYU BORA NDORO	20863036	HOUSE 1 HOUSE 2 HOUSE 3 TOILET	MAKUTI OPEN OPEN	MUD MUD MUD	EARTH EARTH EARTH	12,000 111,925 10,560	292,940
31	MAMA EVA		HOUSE 1 HOUSE 2 HOUSE 3	MAKUTI MAKUTI MAKUTI	MUD MUD MUD	EARTH EARTH EARTH	49,280 35,750	122,485
32	CHARI NYAMIE NGOMIE	35808026	HOUSE 1 (MODERN) SIMPLE WELL	GCI (TIMBER TR)	CORAL STONE	EARTH	24,750	109,760
33	SUEBI HAMISI		HOUSE 1 HOUSE 2	MAKUTI MAKUTI	MUD MUD	EARTH EARTH	50,000 237,600 387,200	626,000
34	FAIDA ALI NYIRO	3135224	THREE SIMPLE WELLS				150,000	774,800

35	ZARI RUMBA		HOUSE 1	MAKUTI	MUD	EARTH	306,900	
			BATHROOM	OPEN	MAKUTI	EARTH	2,000	308,900
36	SERIA KEA DENA		HOUSE 1	MAKUTI	MUD	EARTH	133,870	133,870
37	TABU TSUNGU NGOA	21164664	HOUSE 1	MAKUTI	MUD	EARTH	140,250	
			HOUSE 2	MAKUTI	MUD	EARTH	20,625	160,875
38	FATUMA BEJA NYAMAWI	2227838	HOUSE 1	MAKUTI	MUD	EARTH	121,770	
			HOUSE 2	MAKUTI	MUD	EARTH	52,030	
			BATHROOM	OPEN	MAKUTI	EARTH	2,000	175,800
39	RAMA MWALIMU MWAJAMVI	32875876	HOUSE 1	MAKUTI	MUD	EARTH	105,600	
			BATHROOM	OPEN	MAKUTI	EARTH	2,000	107,600
			MAIN HOUSE	MAKUTI	MUD	EARTH	232,650	
			TOILET	OPEN	MAKUTI	EARTH	12,000	
40	MASUDI SALEHE KIRTAUTA	6740361	SIMPLE WELL				50,000	294,650
41	ATHUMAN MOHAMED	8408550	MAIN HOUSE	MAKUTI	MUD	EARTH	577,280	577,280
42	KASSIM ATHUMAN MOHAMED	27108646	MAIN HOUSE	MAKUTI	MUD	EARTH	225,720	
			HOUSE 2	MAKUTI	MUD	EARTH	80,080	305,800
43	HASSAN HEMED MATEZO	35272840	HOUSE 1	MAKUTI	MUD	EARTH	62,370	
			TOILET	OPEN	MAKUTI	EARTH	12,000	
			BATHROOM	OPEN	MAKUTI	EARTH	2,000	76,370
44	JIRA GANDI		MAIN HOUSE	MAKUTI	MUD	EARTH	391,050	
			HOUSE 2	MAKUTI	MUD	EARTH	65,120	456,170
45	GEREZA MAKUMBI		HOUSE 1	MAKUTI	MUD	EARTH	137,500	
			BATHROOM	OPEN	MAKUTI	EARTH	2,000	
			TOILET	OPEN	MAKUTI	EARTH	12,000	151,500
46	ALI MAJIBU		HOUSE 1	MAKUTI	MUD	EARTH	54,450	
			HOUSE 2	MAKUTI	MUD	EARTH	273,900	
			BATHROOM	OPEN	MAKUTI	EARTH	2,000	330,350
47	SABUNI SWALEH SHAKUNGURU	9881493	MAIN HOUSE	GCI	CORAL STONE	SCREED	415,800	
			HOUSE 2	GCI	MUD	SCREED	217,140	
			BATHROOM/TOILET	GCI	CORAL STONE	SLAB	93,600	
			TWO SIMPLE WELLS				100,000	826,540
48	AMINA HAMISI KITAMBI		MAIN HOUSE	GCI	CORAL STONE	SLAB	524,160	
			BATHROOM/TOILET	GCI	CORAL STONE	SLAB	92,320	616,480
49	SWALEH CHEPU	0768143	STRUCTURE	OPEN	POSTS	EARTH	16,500	16,500
50	ZORE NDAMBA	5008680	HOUSE 1	MAKUTI	MUD	EARTH	246,400	
			HOUSE 2	MAKUTI	MUD	EARTH	43,560	
			HOUSE 3	MAKUTI	MUD	EARTH	131,670	
			HOUSE 4	MAKUTI	MUD	EARTH	133,760	
			TOILET	OPEN	MAKUTI	EARTH	12,000	567,390
51	MWALERA MTAMA		HOUSE 1	MAKUTI	MUD	EARTH	128,700	128,700
52	ALI MWITE		HOUSE 1	GCI	MUD	EARTH	134,680	
			BATHROOM	OPEN	MAKUTI	EARTH	2,000	136,680
53	MARIA FRANCIS	31067973	HOUSE 1	MAKUTI	MUD	EARTH	95,040	
			HOUSE 2	MAKUTI	MUD	EARTH	89,760	
			BATHROOM	OPEN	MAKUTI	EARTH	2,000	
			TOILET	OPEN	MAKUTI	EARTH	12,000	198,800
54	MARIA FRANCIS BAJIJI		HOUSE 1	MAKUTI	MUD	EARTH	107,250	
			HOUSE 2	OPEN	MAKUTI	EARTH	3,600	
			HOUSE 3	OPEN	POSTS	EARTH	5,600	116,450
55	MAJIMBO		HOUSE 1	MAKUTI	MUD	EARTH	311,025	311,025
			MAIN HOUSE	GCI	MUD	EARTH	441,630	

56	JOHN SIMIYU	4364221	KITCHEN	GCI	POSTS	EARTH	45,100	
			HOUSE 2	GCI	POSTS	EARTH	38,700	
			HOUSE 4	GCI	POSTS	EARTH	67,200	
			HOUSE 5	MAKUTI	POSTS	EARTH	36,750	
			LATRINE	MAKUTI	MAKUTI	EARTH	12,000	
			BATHROOM	MAKUTI	MAKUTI	EARTH	2,000	643,300
57	REHEMA BAKARI	32002521	MAIN HOUSE	MAKUTI	MUD	EARTH	142,560	
			BATHROOM	OPEN	MAKUTI	EARTH	2,520	
			MAIN HOUSE	MAKUTI	MUD	EARTH	156,970	145,099
			LATRINE	MAKUTI	MAKUTI	EARTH	12,000	
			KITCHEN	MAKUTI	MUD	EARTH	19,600	
58	MATANO RUMBA		MAIN HOUSE	MAKUTI	MUD	EARTH	154,880	100,570
			BATHROOM	OPEN	MAKUTI	EARTH	2,000	
			HOUSE 1	MAKUTI	MUD	EARTH	172,260	
			HOUSE 2	MAKUTI	MUD	EARTH	145,530	
			HOUSE 3	OPEN	POSTS	EARTH	5,250	
			BATHROOM	MAKUTI	MAKUTI	EARTH	2,000	325,040
60	IMVAMATUMU ALI		HOUSE 1	MAKUTI	MUD	EARTH	121,440	
			BATHROOM	MAKUTI	MAKUTI	EARTH	2,000	123,440
61	YUSUF BAKARI NGUJI	32111257	HOUSE 1	MAKUTI	MUD	EARTH	309,760	
			HOUSE 2	MAKUTI	MUD	EARTH	42,240	305,760
			LATRINE	MAKUTI	MAKUTI	EARTH	151,360	
63	ANNA SYMON MIBUELA	35475270	BATHROOM	MAKUTI	MAKUTI	EARTH	12,000	207,600
64	KATARIKU		HOUSE	MAKUTI	MUD	EARTH	92,675	
			HOUSE/STEEL DOOR	GCI	CORAL STONE	SLAB	885,600	92,675
65	REBECCA CHRISTINE		HOUSE 2	GCI	MUD	SCREED SLAB	35,700	
66	NYAMAWI RUMBA	37269040	HOUSE	MAKUTI	MUD	EARTH	135,520	921,300
67	VANO ANDREA		HOUSE	OPEN	POSTS	EARTH	35,280	135,520
			BATHROOM	MAKUTI	MUD	EARTH	209,220	35,280
68	MALALIWA VINCENT TOLOO		HOUSE/IMODERN	OPEN	MAKUTI	EARTH	2,000	211,220
			ABLUTION BLOCK	GCI	CORAL STONE	SCREED SLAB	810,000	
69	RIBON MWASHIRAMBA KALINGA	26839693	KITCHEN	MAKUTI	GCI	EARTH	399,600	
			HOUSE 1	MAKUTI	MUD	EARTH	50,600	1,250,200
			HOUSE 2	MAKUTI	MUD	EARTH	127,050	
			HOUSE 3	MAKUTI	MUD	EARTH	132,275	
			HOUSE 4	MAKUTI	MUD	EARTH	41,250	
70	MASHAMASHA		SIMPLE WELL			EARTH	80,850	
			MAIN HOUSE	MAKUTI	MUD	EARTH	50,000	431,425
			LATRINE	MAKUTI	MUD	EARTH	299,145	
71	IMWAREWA MIVAVUO MWAREWA	4612296	STANDARD WELL			EARTH	12,000	
			MAIN HOUSE	MAKUTI	MUD	EARTH	150,000	461,145
72	MAKAMBE MWERO SOMBO	20515914	FOUNDATION	OPEN	CORAL STONE	EARTH	224,840	
73	SHABAN MWERO DIO	32878095	HOUSE	MAKUTI	MUD	EARTH	22,800	247,640
74	MWANAHAMISI KASSIM KOI	21352152	HOUSE	MAKUTI	MUD	EARTH	48,125	48,125
75	JUMA ALI NGANZI		HOUSE	MAKUTI	MUD	EARTH	15,900	15,900
			MAIN HOUSE	MAKUTI	MUD	EARTH	86,955	86,955
			POULTRY PEN	MAKUTI	MUD	EARTH	286,770	
			BATHROOM	OPEN	MAKUTI	EARTH	2,000	2,000
76	FATIUMA ALI NGANZI	4612565	STANDARD WELL			EARTH	150,000	440,770

77	RASHID ALI NGANZI	34253052	HOUSE	MAKUTI	MUD	EARTH	80,135	80,135
78	ASHA JUMA MWAMVUA	20892564	HOUSE	MAKUTI	MUD	EARTH	218,625	218,625
			HOUSE 1	MAKUTI	MUD	EARTH	281,325	
			HOUSE 2	MAKUTI	MAKUTI	EARTH	23,800	
			HOUSE 3	MAKUTI	MUD	EARTH	85,800	
			HOUSE 4	MAKUTI	MUD	EARTH	55,000	
			SHED	MAKUTI	POSTS	EARTH	21,000	
			BATHROOM	OPEN	MAKUTI	EARTH	2,000	
			LATRINE	MAKUTI	MAKUTI	EARTH	12,000	
			SHED	MAKUTI	MAKUTI	EARTH	28,175	
			SIX GRAVES				300,000	
			79	ELIZABETH KATHINA MWANZIA	5431908	SIMPLE OPEN WELL		
			MAIN HOUSE	MAKUTI	MUD	EARTH	88,000	
			KITCHEN	MAKUTI	MUD	EARTH	30,250	
			STORE	MAKUTI	MUD	EARTH	18,150	
			SHED	OPEN	POSTS	EARTH	7,440	
80	MUTUNGA MUKENJI NGUMU	25558297						143,840
81	ALOIS ODHIAMBO MIYAGO	5379436	HOUSE	GCI	MUD	EARTH	35,700	35,700
			MAIN HOUSE	MAKUTI	MUD	EARTH	148,225	
			KITCHEN	MAKUTI	MUD	EARTH	61,050	
			LATRINE	OPEN	MAKUTI	EARTH	12,000	
			SIMPLE WELL				50,000	
82	ZACHARIA BWALELA							271,275
83	RUKIA HAMISI BAJJI		HOUSE	MAKUTI	MUD	EARTH	132,000	144,000
			LATRINE	OPEN	MAKUTI	EARTH	12,000	
84	AHMED SHURIE HASSAN	11781926	HOUSE	GCI	GCI	EARTH	164,500	314,500
			STANDARD WELL				150,000	
			FOUNDATION	OPEN	NA	CONCRETE S	126,900	288,900
			LATRINE FOUNDATI	OPEN	NA	CONCRETE S	12,000	
			STANDARD WELL				150,000	
			HOUSE	MAKUTI	MAKUTI	EARTH	54,740	68,030
			GOAT PEN	MAKUTI	MAKUTI	EARTH	11,340	
			BATHROOM	OPEN	MAKUTI	EARTH	2,000	
86	FONDO							68,030
87	FATUMA FAISAL ABDALLAH	14436801	HOUSE	MAKUTI	MUD	EARTH	82,500	82,500
			MAIN HOUSE	GCI	CORAL STONE	SCREED SLAB	396,000	592,000
			LATRINE	GCI	CORAL STONE	ROUGH SLAB	46,000	
			STANDARD WELL				150,000	
88	SAMIR MOHAMED AHMED	31249760						592,000
89	VICTOR NDORO MZINGA		MAIN HOUSE	GCI	CORAL STONE	ROUGH SLAB	408,480	439,200
			TANK STAND	CONCRETE SLAB	CORAL STONE	EARTH	30,720	
			MAIN CHURCH	GCI	MUD	EARTH	301,000	564,200
			NEW CHURCH	GCI	POSTS	EARTH	263,200	
			MAINHOUSE	MAKUTI	MUD	EARTH	228,800	
			HOUSE 2	MAKUTI	MUD	EARTH	173,250	
			SIMPLE WELL				50,000	
			BATHROOM	OPEN	MAKUTI	EARTH	4,000	
91	JEDLINA JESKA							456,050
92	LUVUNHO HINZANO		HOUSE	MAKUTI	MAKUTI	EARTH	22,400	22,400
			MAIN HOUSE	GCI	CORAL STONE	SCREED SLAB	721,080	871,080
			STANDARD WELL				150,000	
			MAIN HOUSE	GCI	CORAL STONE	SCREED SLAB	471,960	
			KITCHEN	MAKUTI	MUD	EARTH	41,580	
			FOUNDATION	NA	CORAL STONE	EARTH	52,200	
			POUTYR PEN	MAKUTI	MUD	EARTH	2,000	
94	CHIKOPHE		BATHROOM	OPEN	MAKUTI	EARTH	2,000	569,740



116	JUMA TSUMA CHAKA	28342947	BATHROOM	OPEN	MAKUTI	EARTH	2,000		
117	FATUMA DARUSI	32363735	STRUCTURE	MAKUTI	POLES/TWIGS	EARTH	94,325	146,455	
118	ALI TSUMA CHAKA	29963655	HOUSE	MAKUTI	MUD	EARTH	43,560	43,560	
119	HALIMA		BATHROOM	OPEN	PLASTERED MUD	EARTH	103,785		
120	JUMA ABDALLA NDARO		HOUSE	MAKUTI	MAKUTI	EARTH	2,000	105,785	
121	ABDALLA ABDALLA NDARO		STRUCTURE	MAKUTI	MUD	EARTH	115,830		
122	SAID ABDALLA NDARO		HOUSE	MAKUTI	POLES/POSTS	EARTH	11,375	127,205	
123	KAZUNGU JUMA	31223327	HOUSE	MAKUTI	MUD	EARTH	60,720	60,720	
124	HAMISI KAZUNGU DENA		BATHROOM	OPEN	(MUD/PLASTERED)	EARTH	191,565	193,565	
125	CHIZI ALI JUMA	6748533	HOUSE	MAKUTI	MAKUTI	EARTH	2,000		
126	NDARO ZUMA NGOMIBE	28871169	BATHROOM	MAKUTI	MUD	EARTH	121,275	123,275	
127	MWAMLONGO KATANA	6742294	HOUSE	MAKUTI	MAKUTI	EARTH	66,825	69,825	
128	NGUTA JOGA		KITCHEN/STORE	MAKUTI	MUD	EARTH	84,150	150,370	
129	NGOWA SARO	6454857	HOUSE	MAKUTI	MUD	EARTH	66,220		
130	CHIKOPHE MWAMLONGO		HOUSE	MAKUTI	MUD	EARTH	119,790		
131	NVASO JUMA MMAKARU	4617493	STRUCTURE	NEW GCI	POSTS/POLES	EARTH	142,450		
132	MWANAMVULA JUMA RASHID	12897131	SHED	MAKUTI	POSTS/POLES	EARTH	24,150	286,390	
133	AMINA SAID OMAN		MAIN HOUSE	GCI/POLES TRUS	MUD	EARTH	123,900		
134	SWALEH MOHAMED CHEPU	0768143	KITCHEN	MAKUTI	MUD	EARTH	42,900	166,500	
135	BAKARI MBEGA	24931970	HOUSE	MAKUTI	MUD	EARTH	91,795		
136	CHINYAVU ALI KASHANGA	29420710	MAIN HOUSE	MAKUTI	MAKUTI	EARTH	47,040	138,835	
137	LUCY DUKA LEWA	2267608	STRUCTURE	MAKUTI	THATCH	EARTH	38,220	38,220	
138	CHIZI NGALA	37044196	HOUSE 1	NEW GCI	MUD	EARTH	115,500		
			HOUSE 2	OLD GCI	PLASTERED MUD	EARTH	182,070		
			HOUSE 3	MAKUTI	GCI	EARTH	132,000		
			BATHROOM	GCI	GCI	EARTH	30,800	344,870	
			MAIN HOUSE	MAKUTI	MUD	EARTH	214,555		
			STRUCTURE	OPEN	MAKUTI	EARTH	2,000	216,555	
			STRUCTURE 2	MAKUTI	MAKUTI	EARTH	39,600		
			HOUSE 2	MAKUTI	POLES	EARTH	53,200		
			STRUCTURE	MAKUTI	POLES	EARTH	14,000	106,800	
			HOUSE 2	MAKUTI	CORAL STONE	CEMENT SCF	823,680		
			STANDARD WELL	MAKUTI	MUD	EARTH	103,675		
			MAIN HOUSE	MAKUTI	POLES	EARTH	12,600		
			KITCHEN	MAKUTI	MUD	EARTH	150,000	1,089,955	
			BATHROOM	MAKUTI	MUD	EARTH	96,250		
			STRUCTURE	MAKUTI	MAKUTI	EARTH	53,130		
			BATHROOM	MAKUTI	MAKUTI	EARTH	2,000		
			STRUCTURE	MAKUTI	MAKUTI	EARTH	2,000		
			HOUSE	MAKUTI	POLES	EARTH	35,805	189,185	
			HOUSE 2	MAKUTI	MUD	EARTH	94,050		
			LATRINE(PIT)	MAKUTI	MAKUTI	EARTH	37,800		
			HOUSE	MAKUTI	MAKUTI	EARTH	10,000	141,850	
			BATHROOM	OPEN	MAKUTI	EARTH	3,500		
			HOUSE	GCI	MAKUTI	EARTH	2,000	5,500	
			HOUSE	MAKUTI	POLES AND TWIG	EARTH	51,200	51,200	
			GOAT PEN	MAKUTI	MUD	EARTH	189,750		
			SIMPLE WELL	MAKUTI	POLES	EARTH	22,050	51,200	
							50,000	261,800	

139	BAKARI JOGA RUMBA	24672630	HOUSE	MAKUTI	MUD	EARTH	134,400	134,400
			HOUSE 1	MAKUTI	PLASTERED MUD	EARTH	80,300	
			HOUSE 2	MAKUTI	MUD	EARTH	76,230	
			HOUSE 3	MAKUTI	MUD	EARTH	66,000	
			HOUSE 4	MAKUTI	MUD	EARTH	55,000	
			STRUCTURE	OPEN	POLES/POSTS	EARTH	9,300	
			HOUSE 5	MAKUTI	MUD(COLOR WAS	EARTH	170,775	
			BATHROOMS	MAKUTI	MUD	EARTH	2,000	
			HOUSE 6	MAKUTI	MUD(PLASTERED	EARTH	153,450	
			STRUCTURE 1	MAKUTI	POLES	EARTH	86,625	
			STRUCTURE 2	MAKUTI	MAKUTI	EARTH	50,750	
			SIXTEEN GRAVES				800,000	
			STRUCTURE	OPEN	TIMBER POLES	EARTH	5,200	1,555,650
			MAIN HOUSE	GCI(TIMBER TRU	CORAL STONE	SLAB	1,572,000	
			HOUSE	MAKUTI	MUD	EARTH	99,825	
			LATRINE	MAKUTI	MAKUTI	EARTH	12,000	
			SIMPLE OPEN WELL				50,000	
			TWO GRAVES				100,000	
			HOUSE(MODERN I	GCI(TIMBER TRU	CORAL STONE	SLAB	896,160	1,033,025
			MAIN HOUSE	MAKUTI	MAKUTI	EARTH	38,640	896,160
			GOAT PEN	MAKUTI	POLES	EARTH	28,490	
			STRUCTURE	OPEN	POLES	EARTH	16,820	
			HOUSE	MAKUTI	MUD	EARTH	78,705	89,950
			HOUSE	GCI	MUD	EARTH	178,640	78,705
			KITCHEN	MAKUTI	MUD	EARTH	38,720	
			STANDARD WELL				150,000	357,360
			HOUSE	MAKUTI	MUD	EARTH	187,825	
			KITCHEN	MAKUTI	MUD	EARTH	55,000	
			HOUSE 1	MAKUTI	MUD	EARTH	66,000	242,825
			HOUSE 2	MAKUTI	MUD	EARTH	59,125	
			HOUSE 1	MAKUTI	MUD	EARTH	61,600	125,125
			HOUSE 2	MAKUTI	MUD(PLASTERED	EARTH	107,030	
			LATRINE	OPEN	MAKUTI	EARTH	12,000	
			POUTYR HOUSE(HAL	MAKUTI	MUD	EARTH	2,000	182,630
			HOUSE 1(LINTEL LE	OPEN	CORAL STONE	EARTH	730,000	
			HOUSE 2	GCI	MUD	EARTH	250,040	
			SHED	MAKUTI	POLES	EARTH	17,500	
			BATHROOM	OPEN	MAKUTI	EARTH	2,000	
			STANDARD WELL				150,000	1,149,540
			HOUSE 1	MAKUTI	MUD	EARTH	132,000	
			HOUSE 2	MAKUTI	MUD	EARTH	41,580	
			STRUCTURE	OPEN	POSTS	EARTH	8,510	
			BATHROOM	OPEN	MAKUTI	EARTH	2,000	
			HOUSE	MAKUTI	MUD	EARTH	143,000	184,000
			EXPENSION	OPEN	POLES AND TWIG	EARTH	8,280	
			HOUSE	MAKUTI	PARTLY MUD/COI	EARTH	53,625	151,280
			STRUCTURE	OPEN	POLES	EARTH	45,100	
			BATHROOM	OPEN	MAKUTI	EARTH	2,000	
			HOUSE 1	MAKUTI & GCI	PLASTERED MUD	EARTH	424,900	100,725
			HOUSE 2	MAKUTI	MUD	EARTH	128,480	
			LATRINE	GCI	CORAL STONE	CEMENT SCT	63,000	

153	KARIMA NGOMBO	22215517	STANDARD WELL	NEW GCI	MUD AND CORAL	EARTH	150,000	766,380
			MAIN HOUSE	MAKUTI	MUD	EARTH	437,965	
			HOUSE 2	MAKUTI	MUD	EARTH	114,070	
			HOUSE 3	MAKUTI	MUD	EARTH	186,560	
			HOUSE 4	MAKUTI	MUD	EARTH	96,965	
			HOUSE 5	MAKUTI	MUD	EARTH	62,700	
			LATRINE	GCI	MUD	CEMENT SCF	14,700	
154	JOHN MULATYA MATHEKA	8405087	DOG KENNEL	MAKUTI	MUD	EARTH	20,570	933,530
			MAIN HOUSE	MAKUTI	MUD	EARTH	174,240	
			STRUCTURE 1	MAKUTI	POLES	EARTH	16,100	
			STRUCTURE 2	MAKUTI	POLES	EARTH	7,735	
			STRUCTURE 3	MAKUTI	POLES	EARTH	36,400	234,475
			HOUSE 1	MAKUTI	MUD	EARTH	164,010	
			HOUSE 2	MAKUTI	MUD	EARTH	77,550	
			BATHROOM	OPEN	MAKUTI	EARTH	2,000	243,560
156	JUMA HAMISI KINUNGA	35475267	BATHROOM	OPEN	MUD	EARTH	202,675	202,675
157	ZAINAB EDWARD	35564058	STRUCTURE	OPEN	POLES AND TWIG	EARTH	39,600	39,600
158	JUBA REUBEN JUMA	30935932	STRUCTURE	MAKUTI	POLES	EARTH	45,325	45,325
159	REUBEN JUMA OKWATA		HOUSE	MAKUTI	MUD	SLAB	69,300	
160	BABY MANYASA		BATHROOM	MAKUTI	MAKUTI	EARTH	2,000	71,300
			HOUSE 1	MAKUTI	MAKUTI	EARTH	36,400	
			HOUSE 2	OPEN	POLES AND TWIG	EARTH	19,500	
			HOUSE 3	MAKUTI	POLES	EARTH	47,250	103,150
161	BEKAMANZA MBUI RUMBA	2217396	HOUSE	MAKUTI	PAINTED MUD	EARTH	227,535	227,535
162	MOHAMED WENDO OMAR		HOUSE 1	MAKUTI	MUD	EARTH	47,520	
			HOUSE 2	MAKUTI	SAND CEMENT BL	EARTH	97,020	
			EXTENSION	LINTEL LEVEL	SAND CEMENT BL	EARTH	254,400	
163	TUPA WENDO MCHANDZE		HOUSE 3	MAKUTI	MUD	EARTH	152,460	551,400
			MAIN HOUSE	ATA BOX PROFIL	CORAL STONE	CERAMIC TIL	1,526,700	
			HOUSE	MAKUTI	MUD	EARTH	125,400	
			BATHROOM	MAKUTI	MAKUTI	EARTH	2,000	
			HOUSE	MAKUTI	COLOR WASHED	EARTH	61,600	
			HOUSE	GCI	SAND CEMENT BL	EARTH	140,000	
			HOUSE	MAKUTI	COLOR WASHED	EARTH	72,875	
			STANDARD WELL				150,000	
164	WENDO OMAR BENGE	12488646	POULTRY HOUSE	MAKUTI	MAKUTI	EARTH	2,000	2,080,575
			MAIN HOUSE	ATA BOX PROFIL	CORAL STONE	CEMENT SCF	142,500	
165	JAMBIA WENDO MSHIHIRI	3166757	HOUSE 2	MAKUTI	MUD	EARTH	272,800	415,300
			HOUSE	MAKUTI	MUD	EARTH	151,800	
166	WENDO JAMBIA		BATHROOM	OPEN	MAKUTI	EARTH	2,000	153,800
			MAIN HOUSE	MAKUTI	MUD	EARTH	97,350	
			STRUCTURE	MAKUTI	TWIGS	EARTH	58,800	
			BATHROOM	OPEN	MAKUTI	EARTH	2,000	158,150
167	HALIMA RASHID TZUMO	767723	HOUSE	MAKUTI	CORAL STONE	EARTH	223,300	223,300
168	HAMADI ROCHA HINZANO		HOUSE (70% COMPL)	GCI	CORAL STONE	EARTH	346,560	
169	SALIM ROCHA HINZANO		BATHROOM	OPEN	MAKUTI	EARTH	2,000	348,560
170	JAFFER HINZANO		FOUNDATION (1M H	OPEN	CORAL STONE	EARTH	157,935	157,935
			STRUCTURE	OPEN	POLES/PALM STAN	EARTH	20,680	
			HOUSE	OPEN	POLES	EARTH	39,000	
171	BAKARI CHAGOTTI HINZANO		HOUSE	MAKUTI	MUD	EARTH	121,440	181,120
			HOUSE	GCI (TIMBER TRU	PLASTERED MUD	EARTH	512,400	

172	ROCHA HINZANO MW/HAJWE			KITCHEN	MAKUTI	MUD	EARTH	46,200	558,600
173	SULEIMAN LUKUNI HINZANO			STRUCTURE	MAKUTI	POLES	EARTH	49,000	49,000
174	KABEL HINZANO			HOUSE	MAKUTI	MAKUTI	EARTH	49,350	49,350
				HOUSE 1	MAKUTI	MUD	EARTH	46,200	
				HOUSE 2	MAKUTI	MUD	EARTH	30,800	
				STRUCTURE	OPEN	POLES	EARTH	9,000	
175	UMAZI MUNDU BE/A	35655906		HOUSE 3	MAKUTI	MUD	EARTH	76,560	
				SIMPLE OPEN WELL				50,000	212,560
				MAIN HOUSE	MAKUTI	MUD/PLASTERED	EARTH	267,300	
				HOUSE 2	MAKUTI	MUD	EARTH	98,010	
176	LUVUNO HINZANO			LOW HOUSE	MAKUTI	MUD	EARTH	40,700	
177	MUNVAZI KENGA MWERO	20415059		STRUCTURE	OPEN	POLES	EARTH	4,800	410,010
				HOUSE	MAKUTI	MUD	EARTH	108,900	109,900
178	ROSE			BATHROOM	MAKUTI	MUD	EARTH	134,750	
179	MASOUD			STANDARD WELL	MAKUTI	MAKUTI	EARTH	2,000	
				STRUCTURE	OPEN	POLES	EARTH	150,000	206,750
				MAIN HOUSE	MAKUTI	MUD	EARTH	92,070	16,900
				STRUCTURE	MAKUTI	MAKUTI	EARTH	44,100	
				BATHROOM	OPEN	MAKUTI	EARTH	4,000	
				STRUCTURE	MAKUTI	MUD	EARTH	2,000	
180	MW/ANASITI MOHAMED RIKO	32418889		LATRINE	MAKUTI	MAKUTI	EARTH	12,000	154,170
				MAIN HOUSE	MAKUTI	MUD	EARTH	354,750	
				KITCHEN	MAKUTI	MUD	EARTH	67,320	
				EXTENSION	MAKUTI	POLES	EARTH	12,635	
				BATHROOM	MAKUTI	MAKUTI	EARTH	18,900	
				STRUCTURE	TWGS	POLES	EARTH	9,840	463,445
181	ALI SALIM MW/SHENGA	3167909		MAIN HOUSE	MAKUTI	MUD/PLASTERED	EARTH	229,680	
				HOUSE	MAKUTI	MUD/PLASTERED	EARTH	189,750	
				LATRINE	MAKUTI	MAKUTI	EARTH	12,000	
				BATHROOM	MAKUTI	MAKUTI	EARTH	2,000	
182	RAMA KAZUNGU	31373854		STANDARD WELL	MAKUTI	MAKUTI	EARTH	150,000	583,430
				HOUSE	MAKUTI	MUD	EARTH	288,200	
				BATHROOM	MAKUTI	MAKUTI	EARTH	2,000	
				POULTRY HOUSE	MAKUTI	MUD	EARTH	60,500	
183	MW/ANASITI ABDALLA SALIM	27305903		STANDARD WELL	MAKUTI	MUD	EARTH	150,000	590,700
184	MW/ANASHA MW/ACHIKANDA	4666325		HOUSE	MAKUTI	MAKUTI	EARTH	206,250	
				BATHROOM	MAKUTI	MAKUTI	EARTH	2,000	208,250
185	BAKARI HAMISI			HOUSE(LINTEL LEVE	OPEN	CORAL STONE	EARTH	205,440	
				HOUSE(MODERN)	GCI(TIMBER TRU	CORAL STONE	WOOD PANE	982,800	1,188,240
				MAIN HOUSE	MAKUTI	MUD/PLASTERED	EARTH	260,700	
				KITCHEN	MAKUTI	MUD	EARTH	53,625	
186	SHEE			LATRINE	MAKUTI	MAKUTI	EARTH	12,000	326,325
				MAIN HOUSE	GCI(TIMBER TRU	CORAL STONE	CEMENT SCF	1,243,500	
				HOUSE 1	MAKUTI	MUD	EARTH	60,280	
				HOUSE 2	MAKUTI	MUD	EARTH	36,300	
				STANDARD WELL	OPEN	CORAL STONE	EARTH	150,000	1,490,080
187	MW/ANASHA ABDALLA SALIM	10505121		HOUSE(TW HIGH)	GCI(TIMBER TRU	CORAL STONE	EARTH	51,000	51,000
188	MW/ANGANGI			MAIN HOUSE	GCI(TIMBER TRU	CORAL STONE	SOLID SLAB	4,215,000	
189	LUCY NYAMBURA	767225		STANDARD WELL	MAKUTI	MUD	EARTH	150,000	4,365,000
				HOUSE	MAKUTI	MAKUTI	EARTH	114,290	

190	MWANATUMU HAMADI MWACHI	10768608	STRUCTURE	MAKUTI	POLES	EARTH		44,415	
			BATHROOM	MAKUTI	MAKUTI	EARTH		2,000	
			PIT LATRINE	MAKUTI	MAKUTI	EARTH		12,000	172,705
			HOUSE	MAKUTI	MUD	EARTH		59,840	
			STRUCTURE	MAKUTI	POLES	EARTH		67,200	
			BATHROOM	OPEN	MAKUTI	EARTH		2,000	
191	PENDO ANZAZI	22607965	LATRINE	OPEN	MAKUTI	EARTH		12,000	141,040
			MAINHOUSE	MAKUTI	MUD	EARTH		215,050	
			HOUSE 2	MAKUTI	MUD	EARTH		107,250	
			HOUSE 3	MAKUTI	MAKUTI	EARTH		57,750	
			HOUSE 4	MAKUTI	MUD	EARTH		79,200	
			HOUSE 5	MAKUTI	MUD	EARTH		85,360	
192	PETER MAJIBU	35475620	HOUSE 6	MAKUTI	MUD	EARTH		113,575	658,135
			MAIN HOUSE	GCI	MUD	EARTH		276,640	
			HOUSE 2	GCI	MUD	EARTH		71,820	
			TOILET	GCI	MUD	EARTH		25,000	
193	MARGARET JOHN	2191671	BATHROOM	GCI	MUD	EARTH		2,000	375,460
			MAIN HOUSE	GCI	MUD	EARTH		287,140	
194	FRANKLINE		TWO GRAVES		MUD(PLASTERED)	CEMENT SCF		100,000	387,140
			MAIN HOUSE	AT4 BOX PROFIL	CORAL STONE	PARTLY SCR		1,245,000	
			HOUSE 2	MAKUTI	MUD(PLASTERED)	EARTH		206,250	
			HOUSE 3	MAKUTI	MUD	EARTH		46,200	
			BATHROOM	MAKUTI	MUD	EARTH		2,000	
195	CATHERINE MSWAHILI	35475027	LATRINE	MAKUTI	MUD	EARTH		12,000	1,511,450
196	MSWAHILI ALLOYS	32188924	HOUSE	MAKUTI	MUD	EARTH		154,055	
			STRUCTURE	GCI	POLES	EARTH		145,800	299,855
			HOUSE	MAKUTI	MUD	EARTH		246,675	
197	ALPHANUS MSWAHILI	35475357	BATHROOM	MAKUTI	MAKUTI	EARTH		14,490	261,165
			MAINHOUSE	MAKUTI	MUD	EARTH		302,940	
			HOUSE 2	MAKUTI	MUD	EARTH		84,150	
			HOUSE 3	MAKUTI	MUD	EARTH		111,540	
			BATHROOM	MAKUTI	MAKUTI	EARTH		2,000	500,690
198	ELIAS NDEGWA MWANAHUJE	13419155	HOUSE	MAKUTI	MUD	EARTH		43,010	43,010
199	UCHI MWANAHUJE MANGALE	36641349	HOUSE	MAKUTI	MUD	EARTH		177,100	
			BATHROOM	MAKUTI	MAKUTI	EARTH		2,000	179,100
			CHURCH HALL	GCI/TIMBER TRU	CORAL STONE	SCREED SLA		1,296,000	1,296,000
200	MIRABU CHONDO		LATRINE	GCI	CORAL STONE	SLAB		55,000	
201	LORDS PROMISE CHURCH		STRUCTURE	OPEN	POLES	EARTH		11,000	66,000
202	DAVID KAHURA MUNGAI		MAIN HOUSE	MAKUTI	MUD	EARTH		145,530	
203	FATUMA TSUMA CHAKA	34282558	STRUCTURE	MAKUTI	MAKUTI	EARTH		31,885	177,415
			HOUSE	MAKUTI	MUD	EARTH		189,100	
			STRUCTURE	MAKUTI	POLES	EARTH		22,785	
			STRUCTURE	MAKUTI	POLES	EARTH		20,825	
			BATHROOM	MAKUTI	TWIGS	EARTH		2,000	
			POULTRY HOUSE	MAKUTI	MUD	EARTH		49,060	
			SIMPLE WELL					50,000	
204	MWANALUMA HASSAN	35146604	FIVE GRAVES					250,000	582,770
205	MWANNAIDI ABDALLA NDARO		STRUCTURE	MAKUTI	MAKUTI	EARTH		40,075	40,075
206	RASHID ABDALLA NDARO		HOUSE	MAKUTI	MUD	EARTH		61,325	
			BATHROOM	OPEN	MAKUTI	EARTH		2,000	63,325
207	KADZO KARISA		HOUSE	MAKUTI	MUD	EARTH		30,690	30,690

208	NGANDO MWAMILONGO KATANA	21043439	HOUSE	MAKUTI	MUD	EARTH	173,800	
209	OMAR NGANDO MWAMILONGO	33661035	HOUSE 2	MAKUTI	MAKUTI	EARTH	15,630	
			STRUCTURE	MAKUTI	TIMBER POLES	EARTH	65,065	189,410
210	NGALA MWAMILONGO KATANA	13823901	HOUSE(GOOD)	MAKUTI	MUD(PLASTERED)	EARTH	22,785	65,065
			HOUSE	MAKUTI	MUD	EARTH	154,000	
211	ASHA ALI HAMISI		HOUSE	MAKUTI	MUD	EARTH	44,000	
			KITCHEN	MAKUTI	MUD	EARTH	66,000	220,785
212	KISIMA GEORGE		HOUSE	MAKUTI	MUD	EARTH	33,000	
			BATHROOM	MAKUTI	MUD	EARTH	82,500	99,000
213	CHALAN MWARINGA MWANGAM	4584783	HOUSE	MAKUTI	MAKUTI	EARTH	2,000	
			HOUSE 1	MAKUTI	MUD	EARTH	61,380	89,500
214	JUMWA NYAMAWI		HOUSE 2	MAKUTI	MUD	EARTH	90,750	61,380
			HOUSE 1	MAKUTI	MUD	EARTH	70,950	161,700
			HOUSE 2	MAKUTI	MUD	EARTH	99,000	
			HOUSE 3	MAKUTI	MUD	EARTH	440,000	
			HOUSE 4	MAKUTI	MUD	EARTH	99,000	
215	HAMISI HAJI KIKOI		LATRINE	MAKUTI	MUD	EARTH	66,000	
			SAMPLE WELL	MAKUTI	TWIGS	EARTH	12,000	
216	KAHINDI HAMISI KAZUNGU	10226623	HOUSE	MAKUTI	MUD	EARTH	50,000	766,000
							134,200	134,200
							72,892,155	72,892,155

**KWALE RAMISI ONE - EXGRATIA VALUATION**

**KANANA VILLAGE**

S/NO.	HOUSEHOLD NAME	ID NO.	DESCRIPTION	IMPROVEMENTS			VALUE (KSHS)	TOTAL VALUE (KSHS)
				ROOF	WALL	FLOOR		
1	MRABU TSUMA DZINO	24488323	HOUSE 1	MAKUTI	MUD	EARTH	75,460	328,800
			HOUSE 2	MAKUTI	MUD	EARTH	215,875	
			CHICKEN PEN	MAKUTI	MUD	EARTH	6,655	
			BATHROOM	MAKUTI	MUD	EARTH	18,810	
			PIT LATRINE	MAKUTI	MAKUTI	EARTH	12,000	
2	NGAMUTHUSI MWANGANGI	6734597	HOUSE 1	MAKUTI	MUD	EARTH	71,500	175,530
			HOUSE 2	MAKUTI	MUD	EARTH	52,030	
			BATHROOM	MAKUTI	MAKUTI	EARTH	2,000	
3	KARISA		HOUSE	MAKUTI	MUD	EARTH	77,220	77,220
4	MWALUI MATANO	27146304	HOUSE 1	MAKUTI	MUD	EARTH	146,080	569,370
			HOUSE 2	MAKUTI	MUD	EARTH	227,150	
			CHICKEN HOUSE	MAKUTI	MUD	EARTH	78,100	
			COW PEN	POLES	OTS	EARTH	12,040	
			TOILET	MAKUTI	MAKUTI	EARTH	12,000	
			BATHROOM	MAKUTI	MAKUTI	EARTH	2,000	
			KITCHEN	MAKUTI	MUD	EARTH	60,500	
			POLTRY HOUSE	MAKUTI	MAKUTI	EARTH	31,500	
5	MUENI NZOU	23735342	HOUSE 1	MAKUTI	MUD	EARTH	357,060	661,220
			HOUSE 2	MAKUTI	MUD	EARTH	84,370	
			HOUSE 3	MAKUTI	MUD	EARTH	29,095	
			HOUSE 4	MAKUTI	MUD	EARTH	178,695	
			TOILET	MAKUTI	MAKUTI	EARTH	12,000	
6	TSUMA KARANI	8427028	HOUSE 1	MAKUTI	MUD	EARTH	74,360	534,805
			HOUSE 2	MAKUTI	MUD	EARTH	80,080	
			HOUSE 3	MAKUTI	MUD	EARTH	29,260	
			HOUSE 4	MAKUTI	MUD	EARTH	115,500	
			HOUSE 5	MAKUTI	MUD	EARTH	113,135	
			HOUSE 6	MAKUTI	MUD	EARTH	116,710	
			BATHROOM	MAKUTI	MAKUTI	EARTH	5,760	
7	TATU		HOUSE 1	MAKUTI	MUD	EARTH	42,735	123,585
			HOUSE 2	MAKUTI	MUD	EARTH	80,850	
8	KUPHA		HOUSE 1	MAKUTI	MUD	EARTH	78,540	117,260
			HOUSE 2	MAKUTI	MUD	EARTH	38,720	
			HOUSE 1	MAKUTI	MUD	EARTH	75,790	
			HOUSE 2	MAKUTI	MUD	EARTH	82,940	
			HOUSE 3	MAKUTI	MUD	EARTH	37,400	

9	BAKARI MUREH MUNGA	27542839	HOUSE 4	MAKUTI	MUD	EARTH	40,700	317,655
			HOUSE 5	MAKUTI	MUD	EARTH	66,825	
			POULTRY HOUSE	MAKUTI	MAKUTI	EARTH	2,000	
			TOILET	MAKUTI	MAKUTI	EARTH	12,000	
10	SHEHI KARANI	10769884	HOUSE 1	MAKUTI	MUD	EARTH	78,650	421,025
			HOUSE 2	MAKUTI	MUD	EARTH	82,500	
			HOUSE 3	MAKUTI	MUD	EARTH	66,825	
			HOUSE 4	MAKUTI	MUD	EARTH	193,050	
11	MZUNGU NZOMBO CHIWALA	8397111	HOUSE 1	MAKUTI	MUD	EARTH	85,800	778,490
			HOUSE 2	MAKUTI	MUD	EARTH	99,000	
			HOUSE 3	MAKUTI	MUD	EARTH	124,080	
			HOUSE 4	MAKUTI	MUD	EARTH	228,030	
			HOUSE 5	MAKUTI	MUD	EARTH	108,900	
			HOUSE 6	MAKUTI	MUD	EARTH	46,805	
			HOUSE 7	MAKUTI	MUD	EARTH	83,875	
12	MWANDOGO TSUMA NYONDO		BATHROOM	MAKUTI	MAKUTI	EARTH	2,000	778,490
13	NYONDO		HOUSE	MAKUTI	MUD	EARTH	98,890	
			SIMPLE WELL				50,000	148,890
			HOUSE	MAKUTI	MUD	EARTH	79,750	79,750
14	NZAI KAZONDO BATI	20883801	HOUSE 1	MAKUTI	MUD	EARTH	45,980	294,470
			HOUSE 2	MAKUTI	MUD	EARTH	159,720	
			HOUSE 3	MAKUTI	MUD	EARTH	38,720	
			HOUSE 4	MAKUTI	MUD	EARTH	50,050	
15	MZIJE MKALA	35941400	HOUSE 1	MAKUTI	MUD	EARTH	90,585	452,895
			HOUSE 2	MAKUTI	MUD	EARTH	33,880	
			HOUSE 3	MAKUTI	MUD	EARTH	146,300	
			HOUSE 4	MAKUTI	MUD	EARTH	77,000	
			HOUSE 5	MAKUTI	MUD	EARTH	53,130	
			BATHROOM	OPEN TO SKY	MAKUTI	EARTH	2,000	
			SIMPLE WELL				50,000	
16	JUMA KAZUNGU BATI	32363286	HOUSE	MAKUTI	MUD	EARTH	63,855	115,855
			BATHROOM	MAKUTI	MAKUTI	EARTH	2,000	
			SIMPLE WELL				50,000	
18	SALIM MOHAMED AHMED		HOUSE	GCI	AL	SLAB	276,880	428,880
			STRUCTURE	OPEN TO SKY	MAKUTI	EARTH	2,000	
			STANDARD WELL				150,000	
			HOUSE 1	MAKUTI	MUD	EARTH	82,940	
			HOUSE 2	MAKUTI	MUD	EARTH	90,585	
			HOUSE 3	MAKUTI	MUD	EARTH	98,560	
			HOUSE 4	MAKUTI	MUD	EARTH	87,450	
			BATHROOM 1	MAKUTI	TWIGS	EARTH	2,000	
			BATHROOM2	MAKUTI	TWIGS	EARTH	2,000	

19	NGONDE MWANGOLO		TWO SIMPLE WELLS				100,000	463,535
20	BAKARI MWAMTOA KWANDIKA		HOUSE	MAKUTI	MUD	EARTH	210,045	260,045
			SIMPLE WELL				50,000	
21	SAUMU MWAMBODZE NYANJE	36572612	HOUSE 1	MAKUTI	MUD	EARTH	111,210	162,420
			HOUSE 2	OPEN	POLES	EARTH	21,840	
			BATHROOM	MAKUTI	TWIGS	EARTH	2,000	
			POULTRY HOUSE	MAKUTI	TIMBER POLES	EARTH	1,400	
			GOAT PEN	MAKUTI	POLES	EARTH	25,970	
22	JUMA KAZUNGU BATI	32363286	HOUSE	MAKUTI	MUD	EARTH	82,500	94,500
			BATHROOM	MAKUTI	MAKUTI	EARTH	2,000	
			LATRINE PIT				10,000	
23	KAZUNGU BATI		HOUSE 1	MAKUTI	MUD	EARTH	86,240	171,080
			HOUSE 2	MAKUTI	MUD	EARTH	70,840	
			BATHROOM	MAKUTI	MAKUTI	EARTH	2,000	
			LATRINE	MAKUTI	MAKUTI	EARTH	12,000	
24	SHABANI MRINZI	21471788	HOUSE 1	MAKUTI	MUD	EARTH	109,285	149,115
			HOUSE 2	MAKUTI	MUD	EARTH	27,830	
			LATRINE PIT				10,000	
			BATHROOM	MAKUTI	MAKUTI/TWIGS	EARTH	2,000	
25	MWANDIA CHIGAMBI	31442046	HOUSE 1	MAKUTI	MUD	EARTH	127,160	141,480
			STRUCTURE	MAKUTI	POLES	EARTH	12,320	
			BATHROOM	MAKUTI	MAKUTI	EARTH	2,000	
26	KINYAVU WA MDOE	20826705	HOUSE 1	MAKUTI	MUD	EARTH	121,220	202,120
			HOUSE 2	MAKUTI	MUD	EARTH	42,900	
			LATRINE PIT	GCI	MUD	EARTH	38,000	
27	MZUNGU NGALA TEKA	8423809	HOUSE 1	MAKUTI	MUD	EARTH	140,030	447,180
			HOUSE 2	MAKUTI	MUD	EARTH	96,800	
			HOUSE 3	GCI	MUD	EARTH	164,150	
			STRUCTURE	MAKUTI	POLES	EARTH	32,200	
			BATHROOM	TWIGS	MAKUTI	EARTH	2,000	
			TOILET	TWIGS	MAKUTI	EARTH	12,000	
28	CHARO KATANA KOI	32890704	STRUCTURE	OPEN	TIMBER POLES	EARTH	35,890	706,505
			HOUSE 1	GCI	MUD	EARTH	313,880	
			HOUSE 2	MAKUTI	MUD	EARTH	28,160	
			HOUSE 3 (LOW LYING)	MAKUTI	MUD	EARTH	65,340	
			HOUSE 4 (LOW LYING)	MAKUTI	MUD	EARTH	144,320	
			KITCHEN	MAKUTI	MUD	EARTH	44,275	
			STRUCTURE	MAKUTI	POLES	EARTH	24,640	
			SIMPLE OPEN WELL				50,000	
			STRUCTURE	MAKUTI	PALM POLES	EARTH	58,800	
			SIMPLE OPEN WELL				50,000	

29	SOHA KADZO MIKALA		N)	OPEN	OPEN	SLAB	43,200	152,000
			HOUSE	MAKUTI	MUD/TWIGS	EARTH	82,460	
			BATHROOM	MAKUTI	MAKUTI	EARTH	2,000	
30	RUWA TSUWA	20476634	STRUCTURE	TIMBER POLES	TIMBER POLES	EARTH	14,310	110,770
			TOILET	MAKUTI	MAKUTI	EARTH	12,000	
							3,686,450	3,686,450

**KWALE RAMISI ONE - EXGRATIOA VALUATION**

**NGUZO VILLAGE**

S/NO.	HOUSEHOLD NAME	ID NO.	DESCRIPTION	IMPROVEMENTS			VALUE(KSHS)	TOTAL VALUE
				ROOF	WALL	FLOOR		
1	JOSEPH EMMANUEL KENGA	5334246	MAIN HOUSE	GCI	MUD	EARTH	234,780	563,675
			HOUSE 2	MAKUTI	MUD	EARTH	42,900	
			HOUSE 3	MAKUTI	MUD	EARTH	81,675	
			HOUSE 4	MAKUTI	MUD	EARTH	65,120	
			HOUSE 5	MAKUTI	GCI	EARTH	75,200	
			LATRINE	MAKUTI	MAKUTI	EARTH	12,000	
			BATHROOM	MAKUTI	MAKUTI	EARTH	2,000	
2	GIDEON KALUME MWASOKE	21719676	SIMPLE WELL				50,000	66,440
3	JOHN EDWARDS KARIGO	1013214	HOUSE	MAKUTI	MUD	EARTH	66,440	352,170
			HOUSE 1	MAKUTI	MUD	EARTH	178,200	
			HOUSE 2	MAKUTI	MUD	EARTH	60,610	
			HOUSE 3	MAKUTI	MUD	EARTH	63,360	
4	ZACHARIA ANDERSON MADIDI	35475338	SIMPLE WELL				50,000	112,200
5	DICKSON KAMBI KARISA	23031662	HOUSE	MAKUTI	MUD	EARTH	112,200	470,990
			MAIN HOUSE	MAKUTI	MUD	EARTH	341,275	
			HOUSE 2	MAKUTI	TWIGS	EARTH	29,400	
			COW SHED	OPEN	TIMBER POLES	EARTH	31,800	
			PIT LATRINE	MAKUTI	TWIGS	EARTH	18,515	
6	JOYCE NJERI MWANGI	4608956	SIMPLE WELL				50,000	128,700
7	SWALEH ALI		HOUSE 1	MAKUTI	MUD	EARTH	128,700	202,950
			HOUSE 2	MAKUTI	MUD	EARTH	74,250	
8	SAMUEL GACAGUA GATHOGO	5393896	HOUSE	OPEN	CORAL STONE	EARTH	118,720	969,630
			MAIN HOUSE	GCI	CORAL STONE	SCREED	794,880	
			KTCHEN	GCI	TIMBER POLES	EARTH	60,750	
			PIT LATRINE	GCI	TIMBER POLES	EARTH	12,000	
			BATHROOM	GCI	TIMBER POLES	EARTH	2,000	
			SIMPLE WELL				50,000	
9	MWINYIKAI MWINYIPEMBE GAMBO	31913850	ONE GRAVE				50,000	69,795
			HOUSE	MAKUTI	MUD	EARTH	69,795	119,795
			SIMPLE WELL				50,000	

10	STEPHEN NYAMWI GAMBO	11086595	HOUSE	GCI	MUD	EARTH	496,230	496,230
11	SUSAN MWENDA CHAI	4594084	HOUSE 1	MAKUTI	MUD	EARTH	57,090	69,090
			PIT LATRINE	MAKUTI	MAKUTI	EARTH	12,000	
12	BIASHA MUSA MOHAMED	0661431	HOUSE	MAKUTI	MUD	EARTH	78,705	128,705
			SIMPLE WELL				50,000	
13	JOHN KIARO MWAURA	028077	HOUSE 1	MAKUTI	MUD	EARTH	166,980	411,880
			HOUSE 2	MAKUTI	MUD	EARTH	130,900	
			BATHROOM	MAKUTI	MAKUTI	EARTH	2,000	
			PIT LATRINE	MAKUTI	TWIGS	EARTH	12,000	
			SIMPLE WELL				50,000	
			ONE GRAVE				50,000	
14	MOHAMED BAKARI JUMA	4594080	HOUSE1	GCI	MUD	EARTH	386,400	702,565
			HOUSE 2	GCI	MUD	EARTH	157,360	
			POULTRY HOUSE	MAKUTI	MUD	EARTH	46,805	
			PIT LATRINE	MAKUTI	MAKUTI	EARTH	12,000	
			SIMPLE WELLS				100,000	
15	AMANI CHARLES MWAPONDA	28233130	MAIN HOUSE	GCI	CORAL STONE	SCREED	1,297,320	1,347,320
			SIMPLE WELL				50,000	
16	SAA JOSEPH MWATEMBWE	10831093	HOUSE	GCI	CORAL STONE	T SCREED	270,000	270,000
17	VICTOR CHARLES MWAPONDA	23946845	HOUSE	MAKUTI	MUD	EARTH	244,805	244,805
18	IMBEYU MWAPONDA DZOMBO	4970140	MAIN HOUSE	MAKUTI	MUD	EARTH	216,095	338,595
			KITCHEN	MAKUTI	MUD	EARTH	60,500	
			PIT LATRINE	MAKUTI	MAKUTI	EARTH	12,000	
			ONE GRAVE				50,000	
19	ASHA JUMA SAID	26250438	HOUSE	MAKUTI	MUD	EARTH	184,415	184,415
20	RACHAEL		HOUSE	MAKUTI	MUD	EARTH	105,600	105,600
21	JUMAA SAID KATEMBO	5441297	STRUCTURE	OPEN	TIMBER POLES	EARTH	32,840	82,840
			SIMPLE WELL				50,000	
22	CONSTENCIA PAUL KIKOPI	0505530	MAIN HOUSE	MAKUTI	MUD	EARTH	238,370	643,620
			BATHROOM	MAKUTI	MAKUTI	EARTH	5,250	
			SIMPLE WELL				50,000	
			SEVEN GRAVES				350,000	
23	MOHAMED MWINYI ALI	2246031	HOUSE	GCI	CORAL STONE	SCREED	857,280	907,280
			SIMPLE WELL				50,000	

24	GEDION GONA DZOMBO	2201550	MAIN HOUSE	MAKUTI	MUD	EARTH	474,925	594,195
			BATHROOM	MAKUTI	MAKUTI	EARTH	2,000	
			PIT LATRINE	MAKUTI	MAKUTI	EARTH	12,000	
			HOUSE	MAKUTI	MUD	EARTH	105,270	
25	MWADZOMBO KOLONGO GONA	27284884	HOUSE	MAKUTI	TIMBER POLES	EARTH	114,800	119,800
			SIMPLE WELL				5,000	
26	AGNES MUNGELA KALAMA	16077877	HOUSE	MAKUTI	MUD	EARTH	168,905	218,905
			SIMPLE WELL				50,000	
27	SYLVESTER KAZUNGU WILLIAM	31030311	HOUSE	MAKUTI	MUD	EARTH	61,875	61,875
28	SAMUEL KATANA SIKU	5465343	HOUSE 1	GCI	MUD	EARTH	169,260	503,335
			HOUSE 2	GCI	MUD	EARTH	268,800	
			HOUSE 3	MAKUTI	TIMBER POLES	EARTH	29,785	
			GOAT PEN	MAKUTI	TIMBER POLES	EARTH	35,490	
29	RIZIKI MUENI KILONZO	8409196	MAIN HOUSE	GCI	CEMENT BLOCKS	SCREED	326,400	628,590
			PIT LATRINE	GCI	CEMENT BLOCKS	SCREED	67,000	
			KTCHEN	MAKUTI	MUD	EARTH	16,940	
			COW SHED	GCI	TIMBER POLES	EARTH	68,250	
			STANDARD WELL				150,000	
30	ALI MOHAMED BASHEE	16600032	MAIN HOUSE	GCI	CORAL STONE	EARTH	595,200	741,080
			KTCHEN	GCI(OLD)	MAD	EARTH	33,880	
			PIT LATRINE	MAKUTI	MAKUTI	EARTH	12,000	
			WELLS				100,000	
31	KILIAN		HOUSE	GCI	MUD	EARTH	514,500	514,500
32	MWANAISHA MWAKA	14600635	HOUSE	MAKUTI	MUD	EARTH	57,750	107,750
			SIMPLE WELL				50,000	
33	MWAMALUMBO	13630896	HOUSE	MAKUTI	MUD	EARTH	55,000	55,000
34	REHEMA MWAUCHI	31108831	MAIN HOUSE	MAKUTI	MUD	EARTH	247,500	413,280
			HOUSE 2	MAKUTI	MUD	EARTH	65,780	
			SIMPLE WELL				50,000	
			ONE GRAVE				50,000	
35	RAHMA MNYAZI HAMISI	35146665	HOUSE	MAKUTI	MUD	EARTH	116,160	116,160
36	TSUMA MWAUCHICHTWA	31463197	HOUSE	MAKUTI	MUD	EARTH	133,760	133,760
			MAIN HOUSE	MAKUTI	MUD	EARTH	170,940	

37	JUMA MOHAMED UDZILE	34268961	HOUSE	MAKUTI	MUD	EARTH	48,840	219,730
38	KWEKWE JALEYO	8419742	HOUSE	MAKUTI	MUD	EARTH	258,060	508,060
			FIVE GRAVES				250,000	
39	SULEIMAN CHARO CHALEYO	36641403	HOUSE	MAKUTI	MUD	EARTH	81,675	81,675
40	CHARO CHALERO CHARO	12490923	MAIN HOUSE	MAKUTI	MUD	EARTH	204,600	404,050
			HOUSE 2	MAKUTI	MUD	EARTH	74,250	
			STRUCTURE	MAKUTI	TWIGS	EARTH	25,200	
			ONE GRAVE				50,000	
			SIMPLE WELL				50,000	
41	MKAMBE NYAMAWI CHIDZUNDU	20924779	MAIN HOUSE	MAKUTI	MUD	EARTH	106,590	274,410
			HOUSE 2	MAKUTI	MUD	EARTH	57,750	
			HOUSE 3	MAKUTI	MUD	EARTH	48,070	
			PIT LATRINE	MAKUTI	MAKUTI	EARTH	12,000	
			SIMPLE WELL				50,000	
42	CHALEO KOMBO CHALEO	32194792	MAIN HOUSE	MAKUTI	MUD	EARTH	108,900	199,620
			STRUCTURE	MAKUTI	TIMBER POLES	EARTH	63,000	
			STRUCTURE	MAKUTI	MAKUTI	EARTH	27,720	
43	UMAZI TSUMA NGOME	4626440	HOUSE	MAKUTI	MUD	EARTH	156,750	206,750
			SIMPLE WELL				50,000	
44	KAINGU KALUME TSUMA	21024169	MAIN HOUSE	MAKUTI	MUD	EARTH	68,750	215,430
			HOUSE 2	MAKUTI	MUD	EARTH	57,200	
			STRUCTURE	MAKUTI	TIMBER POLES	EARTH	39,480	
			SIMPLE WELL				50,000	
45	FURAHA KADIRIKI NGAO	4989545	HOUSE	MAKUTI	MUD	EARTH	147,840	197,840
			SIMPLE WELL				50,000	
46	REHEMA HAMISI NZJE	4635667	MAIN HOUSE	GCI	MUD	EARTH	347,900	357,455
47	FATUMA RAMADHANI MASAI	0506016	STRUCTURE	MAKUTI	TIMBER POLES	EARTH	9,555	71,280
			HOUSE	MAKUTI	MUD	EARTH	71,280	
48	ZAWADI KEA KIMANTHI	31590064	HOUSE	MAKUTI	MUD	EARTH	109,120	159,120
			SIMPLE WELL				50,000	
49	ROMAO MTWAO MYUMA	36818799	HOUSE	MAKUTI	MUD	EARTH	204,600	204,600
50	ZACHARIA ROMAO MTWAO	37124531	HOUSE	MAKUTI	MUD	EARTH	158,950	158,950
51	MIRAJ OMAR RAMADHANI	5383927	HOUSE	MAKUTI	MUD	EARTH	130,240	132,240
			STRUCTURE	MAKUTI	MUD	EARTH	2,000	

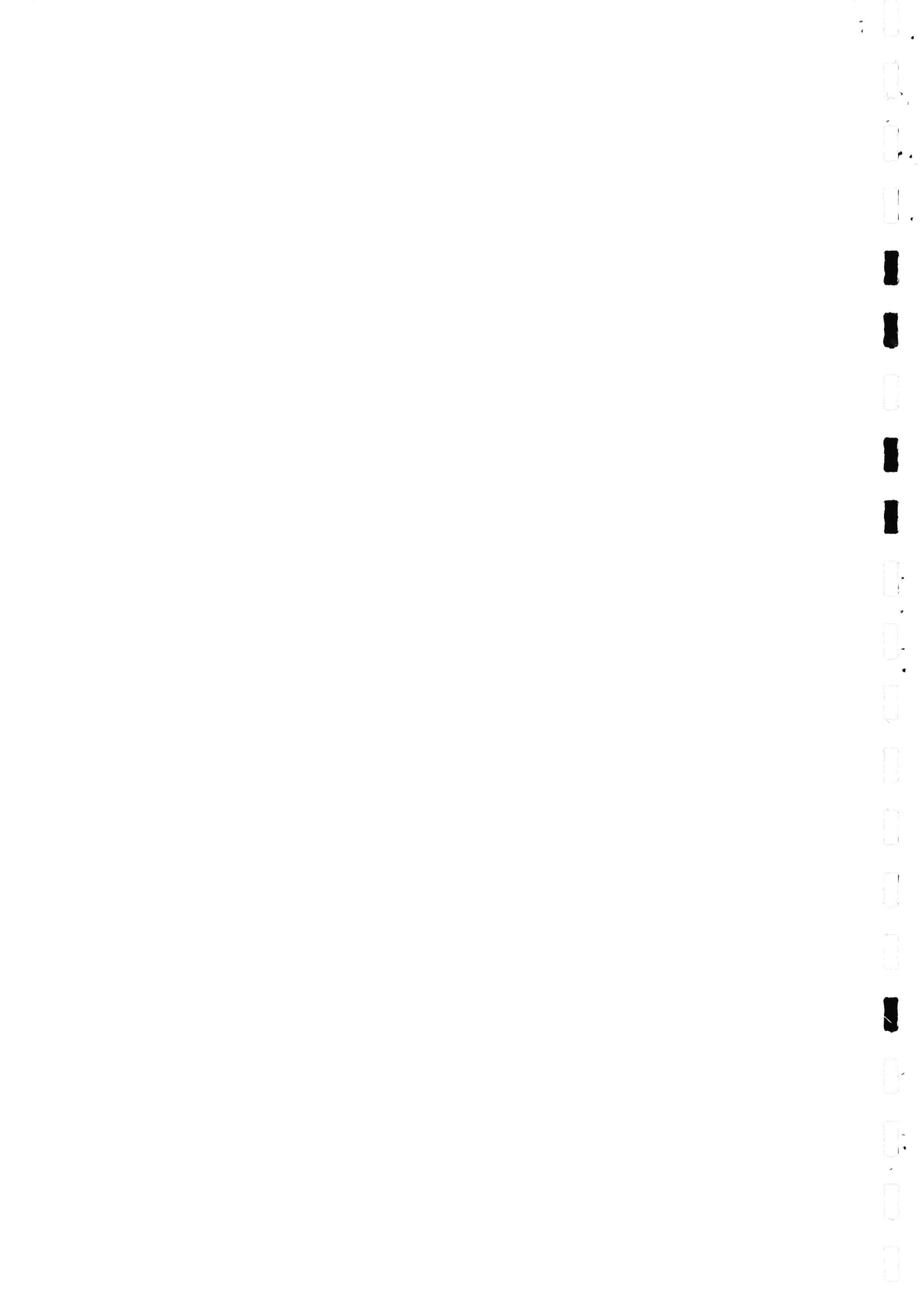
52	WANZA KIMANZI		HOUSE	MAKUTI	MUD	EARTH	64,625	64,625
			HOUSE	MAKUTI	MUD	EARTH	117,645	
53	SHETI MTANA KIMANTHI	32338576	KITCHEN	MAKUTI	MUD	EARTH	33,000	150,645
54	MWANZIA FOSI ALI	29452447	HOUSE	MAKUTI	MUD	EARTH	102,080	102,080
	ADAM MWINYINGUTI							
55	MWINYIMKAM	0505677	HOUSE	MAKUTI	MUD	EARTH	77,550	77,550
			HOUSE 1	MAKUTI	MUD	EARTH	128,480	
			HOUSE 2	MAKUTI	MUD	EARTH	211,200	
			HOUSE 3	MAKUTI	MUD	EARTH	116,160	
			HOUSE 4	MAKUTI	MUD	EARTH	150,645	
			STANDARD WELL				150,000	
56	HAMISI MWAVUWO MWALEWA	4612286	ONE GRAVE				50,000	806,485
			MAIN HOUSE	MAKUTI	MUD	EARTH	148,555	
57	NYAE NYAMAWI NYAE	34973705	STANDARD WELL				150,000	298,555
			MAIN HOUSE	OLD GCI	MUD	EARTH	241,080	
			HOUSE 1	MAKUTI	MUD	EARTH	57,200	
			HOUSE 2	MAKUTI	MUD	EARTH	58,190	
			HOUSE 3	MAKUTI	TIMBER POLES	EARTH	29,160	
			SIMPLE WELL				50,000	
58	KIIO KISOI NGANDA	35022902	THREE GRAVES				150,000	585,630
59	MARY ZERO	23139820	HOUSE	MAKUTI	MUD	EARTH	58,190	58,190
60	MUSYOKI KIO KISOI	36567000	HOUSE	MAKUTI	MUD	EARTH	93,500	93,500
61	ABUU ABDALLA MOHANED		FOUDATION	OPEN	CORAL STONE	EARTH	120,000	120,000
62	EVELYN MWIKALI NZWII	0503494	FOUDATION	OPEN	CORAL GRAVEL	EARTH	23,250	23,250
			HOUSE	GCI	TIMBER POLES	EARTH	90,090	
63	HASHIM ABDULRAZAK MABRUK	11459828	STANDARD WELL				150,000	240,090
			HOUSE 1	GCI	MUD	EARTH	171,500	
			HOUSE 2	GCI	MUD	EARTH	171,500	
			HOUSE 3	GCI	MUD	EARTH	170,800	
64	SIAMINI KANGA CHITI	53279942	HOUSE 4	MAKUTI	MUD	EARTH	52,250	566,050
	KWEKWE DENA WA DENA		HOUSE	MAKUTI	MUD	EARTH	85,800	
			SIMPLE WELL				50,000	
65			ONE GRAVE				50,000	185,800
66	SULEIMAN MWANDEGELE		HOUSE	MAKUTI	MUD	EARTH	85,800	

	MWAVUO	35492202	SIMPLE WELL				50,000	<b>135,800</b>
			HOUSE 1	GCI	MUD	EARTH	229,320	
			HOUSE 2	MAKUTI	MUD	EARTH	43,890	
			STRUCTURE INCOMPLETE	MAKUTI	MAKUTI	EARTH	7,000	
67	CHARITY IBRAHIM MATAZA	8463115	HSE	OPEN	TIMBER POLES	EARTH	14,260	<b>294,470</b>
68	FATUMA MWAVUO	35470348	HOUSE	MAKUTI	MUD	EARTH	127,050	<b>127,050</b>
69	NYALE MWAVUO		HOUSE	MAKUTI	MUD	EARTH	109,120	<b>109,120</b>
70	MWAVUO MWALEWA	0764031	HOUSE	MAKUTI	MUD	EARTH	52,360	<b>52,360</b>
			HOUSE 1	MAKUTI	MUD	EARTH	94,050	
			HOUSE 2	MAKUTI	MUD	EARTH	35,420	
			HOUSE 3	MAKUTI	MUD	EARTH	63,855	
71	NDADZE MWALEWA MWAVUO	12490992	POULTRY HOUSE	MAKUTI	MUD	EARTH	2,000	<b>195,325</b>
72	MWANAHAMISI KUMBO		HOUSE	OPEN	TIMBER POLES	EARTH	10,560	<b>10,560</b>
			HOUSE	MAKUTI	MUD	EARTH	92,070	
73	MARIA JUNGAWANYE MULANYA	35475550	SIMPLE WELL				50,000	<b>142,070</b>
			HOUSE	GCI	MUD	EARTH	511,910	
75	KILLIAN MWANDEJE MWANDONI	4578723	SIMPLE WELL				50,000	<b>561,910</b>
			DOMINIC MWANDEJE MWANDONI					
76	MWANDONI	390551	HOUSE	MAKUTI	MUD	EARTH	114,510	<b>114,510</b>
			MAIN HOUSE	MAKUTI	MUD	EARTH	110,880	
77	SAUMU JUMA BOHO	0668933	STRUCTURE	MAKUTI	MUD	EARTH	29,700	<b>140,580</b>
78	BAKARI IDI HAMISI	4626440	HOUSE	GCI	MUD	EARTH	157,080	<b>157,080</b>
			MAIN HOUSE OPEN	AT4 BOX	CORAL(PLASTER)	SCREED	1,009,800	
			VERANDAH	AT4 BOX	STEEL PIPES	SLAB	905,760	
			HSE(LINTEL)	OPEN	CORAL STONE	EARTH	1,747,200	
			WATER TROUGH	OPEN	CORAL STONE	SLAB	10,395	
79	HAMADI JUMA MWAKIBIBO	8420575	STANDARD WELL				150,000	<b>3,823,155</b>
			HOUSE 1	MAKUTI	MUD	EARTH	96,800	
80	MWADZIWE KADILO MWINGA	4988161	HOUSE 2	MAKUTI	MUD	EARTH	48,070	<b>144,870</b>
			MAIN HOUSE	GCI	CORAL BLOCKS	SLAB	814,080	
			PIT LATRINE	GCI	CORAL BLOCKS	SLAB	55,000	

81	FESTUS KARISA BAKARI	9206844	STANDARD WELL				150,000	<b>1,019,080</b>
82	KADZAO KARISA BAKARI	4972618	HOUSE	GCI	MUD	EARTH	145,530	<b>145,530</b>
83	CHARO KARISA BAKARI	10688755	MAIN HOUSE	GCI	MUD	EARTH	173,600	<b>196,590</b>
			KITCHEN	MAKUTI	MUD	EARTH	22,990	
84	MWANAU LU SALIMM SABARE	23966865	STRUCTURE	OPEN	POSTS	EARTH	32,000	<b>32,000</b>
84	ALBERT JAMES MARAPHA	3154286	HOUSE	GCI	MUD	EARTH	143,500	<b>143,500</b>
85	ADAM MWALIKUMBI IDDI	1023514	HOUSE	GCI	CORAL BLOCKS	EARTH	1,149,450	<b>1,199,450</b>
			SIMPLE WELL				50,000	
86	TSUMA NGOME NYALE	35367292	MAIN HOUSE	GCI	CORAL BLOCKS	EARTH	453,600	<b>727,800</b>
			KITCHEN	MAKUTI	MUD	EARTH	24,200	
			2 SIMPLE WELLS				100,000	
			THREE GRAVES				150,000	
87	SAFARI KALIME TSUMA	25054103	MAIN HOUSE	MAKUTI	MUD	EARTH	65,340	<b>92,220</b>
			KITCHEN	MAKUTI	MAKUTI	EARTH	26,880	
88	AMINA HAMISI		HSE(NO ROOF)	OPEN	CORAL BLOCKS	EARTH	127,840	<b>127,840</b>
89	HANIFA DINAH JAMES		HOUSE	MAKUTI	MUD	EARTH	148,500	<b>298,500</b>
			THREE GRAVES				150,000	
90	KATANA KITS AO GAGA	11138031	MAIN HOUSE	MAKUTI	MUD	EARTH	125,125	<b>281,500</b>
			HOUSE	MAKUTI	MUD	EARTH	56,375	
			ONE GRAVE				50,000	
			SIMPLE WELL				50,000	
91	KACHE KITS AO GAGA	4967774	MAIN HOUSE	MAKUTI	MUD	EARTH	132,000	<b>186,945</b>
92	RUWA IBRAHIM KITS AO	35078371	HOUSE 2	MAKUTI	MUD	EARTH	54,945	
93	ANNA KALILWA KIETI	16061768	HOUSE	MAKUTI	MAKUTI	EARTH	65,835	<b>117,835</b>
			BATHROOM	MAKUTI	MAKUTI	EARTH	2,000	
			SIMPLE WELL				50,000	
94	FREDRICK MAJIMBO	8435916	MAIN HOUSE	GCI	MUD	EARTH	184,800	<b>397,800</b>
			HOUSE 2	GCI	MUD	EARTH	49,000	
			STANDARD WELL				150,000	
			PIT LATRINE	MAKUTI	MAKUTI	EARTH	14,000	
			MAIN HOUSE	GCI	MUD	EARTH	253,330	

95	ARNOLD M/M/MUYE LUHUMYO	22230459	PIT LATRINE HOUSE	GCI MAKUTI	CORAL MUD	SLAB EARTH	94,000 77,165	424,495
							31,414,340	31,414,340







REPUBLIC OF KENYA

THE LAND REGISTRATION ACT

(No. 3 of 2012, Section 108)

THE LAND ACT

(No. 6 of 2012)

THE REGISTRATION OF TITLES ACT (Cap. 281) (Repealed)

THE GOVERNMENT LAND ACT (Cap. 280) (Repealed)

THE LANDS TITLES ACT (Cap. 282) (Repealed)

CERTIFICATE OF TITLE

Title No. CR. 73693

Term: 99

Years:

From: 1.6.2007

Annual Rent Kenya Shillings: 574,580/= P.A. (rev) (Revisable)

I hereby certify that Kwale International Sugar Company Limited,

46279 - 00100, NAIROBI.

of P.O. Box 46279 - 00100, NAIROBI. in the Republic of Kenya, pursuant to section 108 of the Land Registration Act is/are now registered proprietor(s) as lessee(s) from the Government of the Republic of Kenya for the term of Ninety Nine years from the 1st day of June two thousand and Seven of

ALL that piece of land situate in the North of Shimoni Municipality in the Kwale District containing by measurement One Five One Nine Decimal Nought Nought (1519.00)

hectares/acres (less road reserve of Ha/Ac) or thereabouts and being Land Reference

Number 5.056/6 (original Number) as delineated on Land Survey Plan

Number 436140 annexed hereto. SUBJECT however to the revisable annual rent

of shillings 574,580/= and to the Act(s) special conditions, Encumbrances and other matters specified in the Memorandum hereunder written.

IN WITNESS whereof I have hereunto set my hand and seal this 26th day of August

Two Thousand and Nineteen.

Registrar of Titles



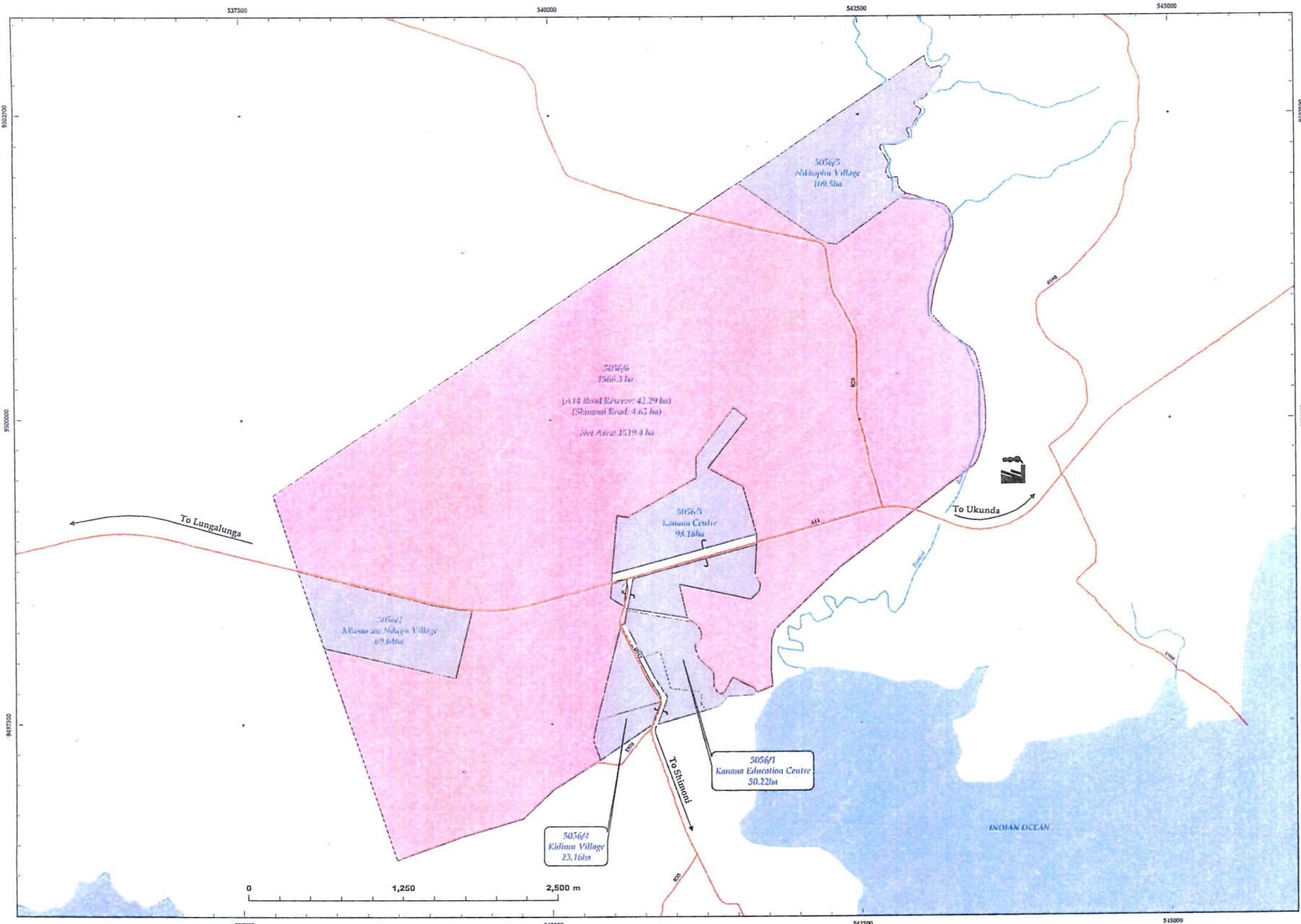
MEMORANDUM

1. The Land Registration Act, No. of 2012
2. The Land Act No. 6 of 2012
3. The Special conditions contained in Lease No.....
4. The Government Land Act (Cap. 280) (Repealed)
5. The Registration of Titles Act (Cap. 28) (Repealed)
6. The Land Titles Act (Cap. 282) (Repealed)

LAND TITLES REGISTRY - MSA  
REGISTRATION OF TITLES ACT  
REGISTRY NO CR 72692/1  
PRESENTED 27<sup>th</sup> AUGUST 2019  
Time 11:00 AM  
Registrar of Title



# LR 5056 EXCISION



REVISION DATE	BY	DESCRIPTION

**KWALE INTERNATIONAL SUGAR COMPANY LIMITED**

TITLE/PROJECT: LR 5056 EXCISION

ZONE: 37M South

PROJECTION: UTM

DATUM: Arc 1960

DRAWN: Sabina Mutua

CHECKED BY:  

LAST SURVEY DATE:  

SCALE: 1:15,000

DRAWING DATE: 18-02-2013

DRAWING NO: NR013

REVISION NO: R000

FILE NAME: LR5056\_Excision\20120218\NR013.dwg

DIRECTORY: Jan\NR013\R000



**Legend**

LR 5056 (1917 ha)

Excised Area.....350 ha

LR 5056/6 .....1566.3 ha

**Additional Features**

Factory Site

River

Roads

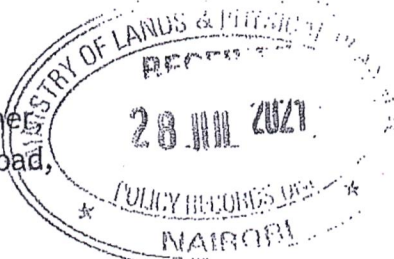
Indian Ocean



Our Ref: KISCOL/NLC/1/13/07/2021  
Your Ref: TBA

Date: 14<sup>th</sup> July 2021

The Chairperson,  
National Land Commission,  
Ardhi House, Off Ngong Road,  
P.O. Box 44417 - 00100,  
NAIROBI  
Email: [info@landcommission.go.ke](mailto:info@landcommission.go.ke)



27 JUL 2021

Dear Sir,

**RE: SURVEY, ENUMERATION AND VALUATION ON A SECTION OF LAND PARCEL LR  
No. 5056/6, KWALE COUNTY**

The above subject refers.

Kwale International Sugar Company Limited (KISCOL) was the proprietor of LR No. 5056 measuring 1917.06 Ha and situate North of West of Shimoni, Kwale County, following a Ninety Nine (99) years lease from the Government of the Republic of Kenya effective 1<sup>st</sup> of June 2017.

There were stakeholder engagements where it was agreed that KISCOL surrenders part of the above land to cater for settlement areas - resettling squatters as well to cater for schools, health centres, market centres, mosques, churches and other public utilities on the land by then. KISCOL gave a consent to the Permanent Secretary, Ministry of Lands and Physical Planning vide the letter dated 11<sup>th</sup> July 2019 (KISCOL/PS/1/15/7/2019), where 351.03 Ha was to be excised from the mother Title for the above purpose.

The Cabinet Secretary, Ministry of Lands gave directions for the excision process vide her letter dated 18<sup>th</sup> July 2019 (Ref No. MOLPP/ADM/CSO/1/201). Following instructions from the Chairman, the National Lands Commission (vide letter Ref. NLC/CHAIRMAN/VOL.XXIV/28 dated 9<sup>th</sup> January 2019), representatives from the Ministry of Lands and Physical Planning conducted an inspection and valuation exercise between the 28<sup>th</sup> February to 8<sup>th</sup> March 2019 in the villages of Kanana, Kidimu, Kiranze, Nguzo, Nikhapu and Mkono wa Ndugu (within Pongwe Kikoneni ward) for the purpose of advising the government on ex-gratia compensation.

**KWALE INTERNATIONAL SUGAR CO. LTD**

Liaison Office - P.O. Box 46275 - 00100 Nairobi, Kenya - Telephone: +254-20-2106000/02; 0729-234567  
Fax: +254-20-3560979 - Email: [info@kwalegroup.com](mailto:info@kwalegroup.com)

Upon completion of the excision process, KISCOL was issued with a certificate of title LR No. 5056/6, Survey Plan No. 436140 and measuring 1519 Ha following a lease dated 28<sup>th</sup> August 2019, but effective 1<sup>st</sup> June 2007.

The company has noted during the land development exercise that the area initially identified for excision for Nikaphu settlement, where the inspection and valuation for the purpose of advising on ex-gratia compensation was done was defined by the then existing roads. These boundaries were, however, revised when drawing up the Map/Survey Plan for LR. No 5056/6. It has been established that an area of approximately 21 Ha that was not covered in the inspection and valuation exercise forms part of the LR No. 5056/6.


We seek your assistance on addressing the above concern / issue as locals residents in the affected areas are apprehensive that they will be left out of the ex-gratia compensation programme should we proceed with our ongoing land development activities as inspection / valuation of their structures, trees and crops was not done.

We have annexed the sketch map, the Survey Plan No. 436140, Certificate of Title for LR No. 5056, Certificate of Title for LR No. 5056/6 and the relevant correspondences for ease of reference.

We appreciate your continuous assistance.

Yours faithfully,

**KWALE INTERNATIONAL SUGAR COMPANY LIMITED**

 15/01/2021

**Harshil Kotecha,**  
Director, Projects

**Encl.**

Cc: The Principal Secretary,  
Ministry of Lands and Physical Planning,  
Ardhi House, 12<sup>th</sup> Floor, off Ngong Road,  
P.O. Box 30450 - 00100,  
**NAIROBI**  
Email: [info@ardhi.go.ke](mailto:info@ardhi.go.ke)

The County Co-ordinator,  
National Lands Commission,  
**KWALE**





REPUBLIC OF KENYA

OFFICE OF THE ATTORNEY-GENERAL  
&  
DEPARTMENT OF JUSTICE

Our Ref: AG/CIV 5/2021

7<sup>th</sup> October, 2024

Your Ref: SEN/DGAC/DGC/JLAHRC/2024/34(b)

**Mr. J. M Nyegenye, CBS**

Clerk of the Senate  
Parliament Buildings  
**NAIROBI**

Dear Sir,

**RE: KWALE ENVIRONMENTAL AND LAND COURT PETITION 14 OF 2021  
MKUPUO NETWORK AWARENESS VS THE CS MINISTRY OF LANDS & 4  
OTHERS**

Reference is made to the above matter and the letter dated 30<sup>th</sup> September 2024 Ref. SEN/DGAC/DGC/JLAHRC/2024/34(b) inviting the undersigned to appear and respond to the petition stated. I therefore wish to respond thereto as follows; -

**A. BRIEF FACTS**

1. The petition was filed on 4<sup>th</sup> December, 2020 by the petitioner herein who describes itself as a non-partisan community-based organization duly registered under the Ministry of Labour, Social Security and Services and promotes human rights in Kwale by facilitating access to justice on behalf of the squatters on the land. **(Appendix 1 is a copy of the Petition).**
2. The petitioner alleged that the Ministry of Lands issued the squatters with allotment letters or letters of offer for plots in Ramisi Phase 1 Block 5056 measuring 8000 acres in size and were anticipating to be issued with Certificates of Title after duly complying with the terms of the offer letters. The squatters were however never issued with the said titles.

SHERIA HOUSE, HARAMBEE AVENUE  
P.O. Box40112-00100, NAIROBI, KENYA. TEL: +254 20 2227461/2251355/07119445555/0732529995  
E-MAIL: [info.statelawoffice@kenya.go.ke](mailto:info.statelawoffice@kenya.go.ke) WEBSITE: [www.attorney-general.go.ke](http://www.attorney-general.go.ke)

DEPARTMENT OF JUSTICE  
CO-OPERATIVE BANK HOUSE, HAILLE SELLASIE AVENUE P.O. Box 56057-00200, Nairobi-Kenya TEL: Nairobi 2224029/ 2240337  
E-MAIL: [legal@justice.go.ke](mailto:legal@justice.go.ke) WEBSITE: [www.justice.go.ke](http://www.justice.go.ke)

ISO 9001:2008 Certified



3. The petitioner further alleges the squatters have been in occupation of the land since time immemorial and that this was their ancestral land. The petitioner claimed that Kwale International Sugar Company Ltd forcefully entered into the squatter's land with excavators, tractors and cranes and maliciously therein destroyed properties alleging it was the legitimate owner of the property.
4. The petitioner sought the following orders:
- a) *A declaration that members of the petitioner are the lawful legitimate owners of the property known as Ramisi Phase 1 Block 5056 having been issued with allotment letters/ letters of offer by the 1<sup>st</sup> respondent and complying with the terms of offer,*
  - b) *An order restraining the 3<sup>rd</sup> Respondent from trespassing, sub-dividing, selling, transferring, mortgaging, occupying, wasting, charging and or dealing with the suit land whatsoever,*
  - c) *In the alternative and without prejudice to prayer (b), that the court issues a mandatory injunction against the 3<sup>rd</sup> Respondent from trespassing, sub-dividing, selling, transferring, mortgaging, occupying, wasting, charging and/or dealing with the suit land whatsoever.*
  - d) *This honorable court issues a declaration that the acts of the 3<sup>rd</sup> Respondent of unlawfully attempting to deprive the petitioner the parcel of land Ramisi Phase 1 Block 5056 in light of the above was without any legal basis, an act of illegality and unconstitutional and are liable to the petitioners in compensation and/or damages for loss of use of land and for breach of their constitutional rights on such compensation as shall be assessed by the court.*
  - e) *The petitioner seeks damages as against the 3<sup>rd</sup> Respondent for breach and/or violation of their constitutional rights to the properties and protection of the same,*
  - f) *This honorable court issues an order directing the 1<sup>st</sup>, 2<sup>nd</sup>, 4<sup>th</sup> and 5<sup>th</sup> Respondents within 90 days of the court's judgement to perform their constitutional duties and forthwith issue certificates of titles to members of the petitioner who reside in Ramisi Phase 1 Block 5056 for them to resettle,*

- g) *This honorable court be please to issue an order that the 3<sup>rd</sup> Respondent bears the costs of the petition,*
- h) *This honorable court be pleased to issue such further or orders as it may deem just and expedient for the ends of justice.*

#### **PLEADINGS FILED**

5. On behalf of the Ministry of Lands we filed a replying affidavit in response to the petition sworn by Purity Mwangi, County Land Adjudication Officer, Kwale where it was admitted that the said parcel of land Ramisi Phase 1 Block 5056 was Government land leased to Kwale International Sugar Ltd, by the National Treasury. **(Appendix 2 is a copy of our Replying Affidavit)**
6. That even though letters of offer were previously issued on 16<sup>th</sup> June 2008 to the petitioner's members, the Settlement Scheme was found to have overlapped the Kwale International Sugar Company land and therefore could not be realized.
7. The National Land Commission also filed a replying affidavit sworn by Samuel Odari the Deputy Director, Land Rights Monitoring. Kwale International Sugar Company Ltd also filed a replying affidavit sworn by Benson Nzuka. The matter proceeded for full hearing by oral evidence and all the witnesses testified after which written submissions were filed. **(Appendix 3 is a copy of NLC's Replying Affidavit)**
8. Kwale International Sugar Company limited also filed an affidavit clearly explaining how it was allocated the land and that the squatters were offered a portion of the land for their settlement. **(Appendix 4 is a copy of KISCL's Replying Affidavit)**

#### **JUDGEMENT**

9. The court delivered its judgement on 27<sup>th</sup> January, 2023 and declined to issue the orders sought by the petitioner. However, the court in a bid to serve justice ordered as follows, **(Appendix 5 is a Copy of the Judgment)**

- a. *That an order shall and is hereby issued that the 1<sup>st</sup> Respondent shall in consultation with the 4<sup>th</sup> Respondent, the National Land Commission and in accordance with the provisions of Part IX of The Land Act 2021 and other enabling provisions ensure the compensation and relocation of genuine squatters to the appropriate excised portions herein and/ or any other land as shall be further identified within a period of 12 months from the date of this judgement.*

## CONCLUSION

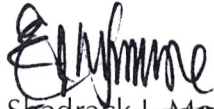
10. The Ministry of Lands was informed of the judgement vide a letter dated 3<sup>rd</sup> February 2023 and a reminder on 11<sup>th</sup> December 2023 and requested to comply. The Petitioner's advocate has also written reminders to both the National Land Commission and the Ministry of Lands but there has been no response. **(Appendix 6 and 7 are copies of the letters to the Ministry of Lands)**
11. The suit property is also related to the one claimed by Kwale International Sugar Company Ltd in **Mombasa High Court Commercial Case No. E020 of 2022, Kwale International Sugar Company Ltd versus The Attorney General** which is still active in court and is scheduled for hearing on **11<sup>th</sup>, 12<sup>th</sup> and 13<sup>th</sup> November, 2024.**
12. Kwale International Sugar Company Ltd is claiming approximately 32 billion shillings from the Government for loss of business as a result of squatters invading their leased land, Ramisi Phase 1 Block 5056 being one of the properties. Consequently, the Government is likely to, be slapped with a hefty judgment of KES 32 billion if it is forced to cede the land to the squatters. **(Appendix 8, copies of the plaint filed by Kwale International Sugar Company Ltd and our Amended defence.)**

## OUR RECOMMENDATIONS

13. The Ministry of Lands and The National Land Commission should comply with the judgement of the Court as the period granted has since lapsed. In the

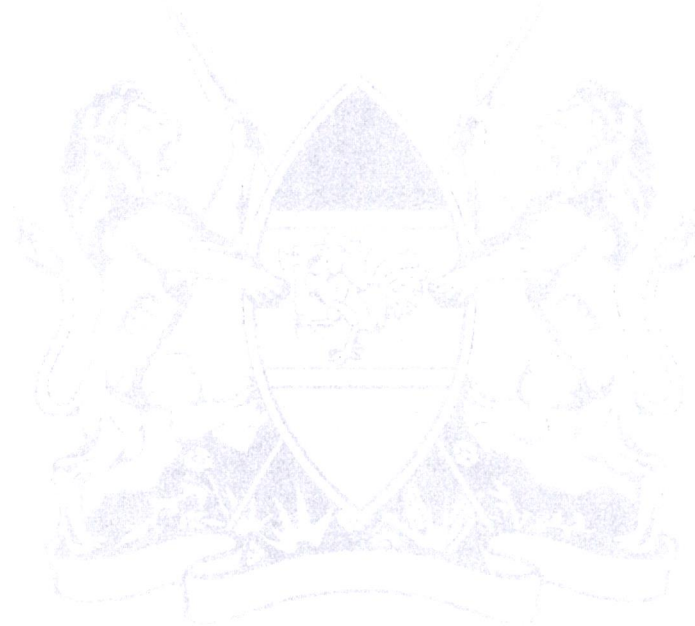
circumstances therefore, the Ministry of Lands and The National Land Commission should identify alternative land to resettle the petitioners as the land is already leased out and committed to the Kwale International Sugar Company.

14. We trust that what we have stated above will be of assistance and we remain available for further consultations.



Hon. Shadrack J. Mose

SOLICITOR GENERAL



URGENT

THE SENATE RECEIVED  
13 NOV 2024  
CLERK'S OFFICE  
SENATE REPUBLIC OF KENYA



THE NATIONAL TREASURY AND ECONOMIC PLANNING

www.treasury.go.ke

FAX NO. 3108

Telephone: 2252299

When replying please quote:

Ref: TNT/CONF 28/01 'D' (43)

THE NATIONAL TREASURY

P.O. Box 30007

NAIROBI

THE SENATE RECEIVED  
13 NOV 2024  
DEPUTY CLERK

Date: 12<sup>th</sup> November, 2024

J. M. Nyegenye, CBS  
Clerk of the Senate  
Office of the Clerk of the Senate  
Parliament Buildings  
NAIROBI

ODGAC

Handwritten notes: "Handwritten notes: SENATE, kindly deal, 15/11/2024"

Handwritten note: "kindly deal"

Handwritten signature and date: "17/11/2024"

Dear *clerk.*

**PETITION BY MKUPUO NETWORK AWARENESS REGARDING THE IMPLEMENTATION OF AN AWARD BY THE ENVIRONMENT AND LAND COURT FOR COMPENSATION AND RESETTLEMENT**

Reference is made to letter No. SEN/DGAC/DGC/JLAHRC/2024/36(d) dated 11<sup>th</sup> October, 2024 requesting the Cabinet Secretary for the National Treasury and Economic Planning to submit a response and appear before the Standing Committee on Justice, Legal Affairs and Human Rights on Thursday, 24<sup>th</sup> October, 2024 regarding the above subject. Vide our letter Ref. No. TNT/CONF 28/01 'D' (39) dated 22<sup>nd</sup> October, 2024 we requested the Committee to consider rescheduling the meeting to a later date as we prepare and submit a response.

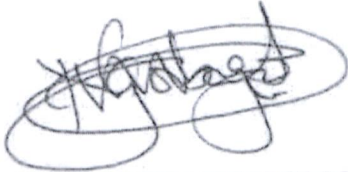
The National Treasury and Economic Planning has reviewed the matter and noted that the case was handled by the Ministry of Lands, Public Works, Housing and Urban Development, the National Lands Commission and the Attorney General who were Respondents in the court matter. The Ministry of Agriculture and Livestock Development was also key in the matter. However, the National Treasury is party to *the Mombasa High Court Commercial Case No. E20 of 2022 Kwale International Sugar Company Ltd Vs Cabinet Secretary for The National Treasury and Economic Planning*, which is still ongoing and is scheduled for hearing from 11<sup>th</sup> and 14<sup>th</sup> November, 2024.

By a copy of this letter, the Cabinet Secretaries for the Ministry of Lands, Public Works,

THE SENATE RECEIVED  
14 NOV 2024

Housing and Urban Development, the Ministry of Agriculture and Livestock Development and the Chairman, National Lands Commission are requested to prepare and respond to the issues raised in the subject letter, if called upon by the Senate.

Yours *Sincerely*



**HON. CPA JOHN MBADI NG'ONGO, EGH**  
**CABINET SECRETARY**

**Copy to: Hon. Alice Wahome, EGH**  
Cabinet Secretary  
Ministry of Lands, Public Works, Housing and Urban Development  
Ardhi House  
NAIROBI

**Dr. Andrew Karanja**  
Cabinet Secretary  
Ministry of Agriculture and Livestock Development  
Kilimo House  
NAIROBI

**Hon. Dorcas A. O. Oduor, SC, EBS**  
Attorney General  
Office of the Attorney General and Department of Justice  
Sheria House  
NAIROBI

**Gershom Otachi, EBS**  
Chairman  
National Lands Commission  
316 Upperhill Chambers  
NAIROBI



**NATIONAL LAND COMMISSION**  
*Office of the Chairman*



National Land Commission, 316 Upperhill Chambers, 2<sup>nd</sup> Ngong Avenue, off Ngong Road  
P.O. Box 44417 – 00100, Nairobi-KENYA, Tel: 0111042800, Email: [info@landcommission.go.ke](mailto:info@landcommission.go.ke)  
Website: [www.landcommission.go.ke](http://www.landcommission.go.ke)

REF: NLC/2/3

7<sup>th</sup> October, 2024

**Clerk of the Senate,**  
Parliament Building,  
P.O. Box 41842 – 00100,  
**NAIROBI**

**RESPONSE TO PETITION TO THE SENATE CONCERNING IMPELMENTATION OF  
AN AWARD BY THE ENVIRONMENT AND LAND COURT FOR COMPENSATION  
AND LAND RESETTLEMENT**

Reference is made to your letters Ref. SEN/DGAC/DGC/JLAHRC/2024/34(d) dated 30<sup>th</sup> September, 2024 and Ref. SEN/DGAC/DGC/JLAHRC/2024/25(c) dated 23<sup>rd</sup> May, 2024 in which you invited the Secretary/Chief Executive Officer of the National Land Commission (NLC) to respond to the Petition stated above.

***We wish to respond as follows to the points raised by the petitioners:***

- 1. The senate intervenes and ensures prompt payment of Compensatory Funds by the Respondents as per page 88 of the Report and Valuation for Ex-gratia Compensation, a sum of Kenya Shillings One Hundred Seventy Million Only through their legal representatives.*

The Compensation process by the Commission is ordinarily under part VIII of the Land Act 2012 which deals with compulsory acquisition and its procedures which are set there in. In this particular case, the court judgement focused on compensation and settlement which is under part IX of the Land Act 2012.

The Commission is therefore available to provide any support to National or County governments in this regard as called upon.

- 2. That since the above assessment was for one village (Nikaphu), the senate compels the Respondents to promptly clear the compensatory sum before embarking on a new valuation exercise of the remaining villages which were not included in the valuation report with the legal representatives of the Petitioners practicing in the exercise for purposes of oversight until its logical conclusion.*

Our response as in number one (1) above.

*3. The senate intervenes and ensures prompt resettlement of the squatters affected as directed in the court's decree providing the Petitioners with at least five acres each to match the size the government had previously allocated to them with the legal representatives of the Petitioners participating in each step for overnight purposes.*

The Commission is available and ready to provide necessary support to the National government for the resettlement under Section 134 of the Land Act 2012.

I submit.



**Gershom Otachi Bw'Omanwa, EBS**  
**CHAIRMAN**



REPUBLIC OF KENYA

MINISTRY OF LANDS PUBLIC WORKS, HOUSING AND URBAN DEVELOPMENT

Office of the Cabinet Secretary

Tel: +254(0)2727766, 2717362  
Email: [cslandskenya@gmail.com](mailto:cslandskenya@gmail.com)  
[cslandskenya@ardhi.go.ke](mailto:cslandskenya@ardhi.go.ke)  
Web: [www.ardhi.go.ke](http://www.ardhi.go.ke)  
When replying please quote:

Ardhi House  
1<sup>st</sup> Ngong Avenue  
P.O. BOX 30450-00100  
Nairobi, KENYA

THE SENATE  
RECEIVED  
25 APR 2025  
DIRECTOR COMMITTEE SERVICES  
(DGAC)

Ref. No. MOLPWH&UD/CSO/Vol. II/ (185)

Date: 16<sup>th</sup> April, 2025

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



PETITION BY MKUPUO NETWORK AWARENESS REGARDING THE IMPLEMENTATION OF AN AWARD BY THE ENVIRONMENT AND LAND COURT FOR COMPENSATION AND RESETTLEMENT

Reference is made to your letter Ref: SEN/DGAC/DGC/JLAHRC/2025/5(b) dated March 25, 2025 on the above subject matter.

Find, attached, our response for your perusal and further necessary action.

Yours

Hon. Alice Wahome, EGH  
CABINET SECRETARY

THE SENATE  
RECEIVED  
24 APR 2025  
DEPUTY CLERK

Copy to: Hon. Generali Nixon Korir, CBS  
Principal Secretary  
State Department for Lands & Physical Planning  
NAIROBI

① DGAC  
windy deal

② HOD - Governance  
PCA - JASSR  
Kindly Deal  
25/04/2025

24/04/2025

PCAS - JEMSSR



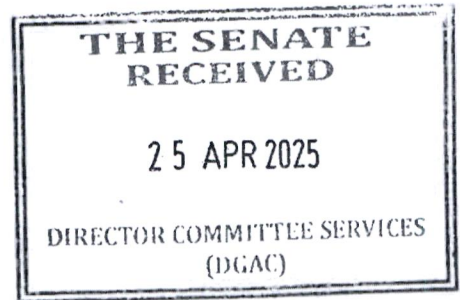
REPUBLIC OF KENYA

**MINISTRY OF LANDS PUBLIC WORKS, HOUSING AND URBAN  
DEVELOPMENT**

**Office of the Cabinet Secretary**

Tel: +254(0)2727766, 2717362  
Email: [cslandskenya@gmail.com](mailto:cslandskenya@gmail.com)  
[cslandskenya@ardhi.go.ke](mailto:cslandskenya@ardhi.go.ke)  
Web: [www.ardhi.go.ke](http://www.ardhi.go.ke)  
When replying please quote:

Ardhi House  
1<sup>st</sup> Ngong Avenue  
P.O. BOX 30450-00100  
Nairobi, KENYA



Ref. No. MOLPWH&UD/CSO/Vol. II/ (185)

Date: 16<sup>th</sup> April, 2025

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



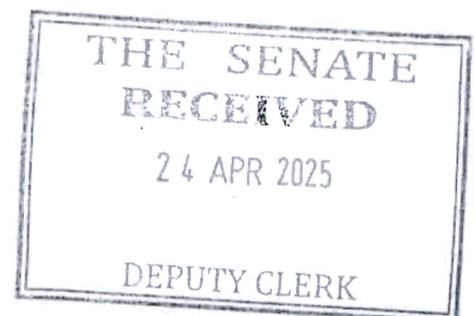
**PETITION BY MKUPUO NETWORK AWARENESS REGARDING THE  
IMPLEMENTATION OF AN AWARD BY THE ENVIRONMENT AND LAND  
COURT FOR COMPENSATION AND RESETTLEMENT**

Reference is made to your letter Ref: SEN/DGAC/DGC/JLAHRC/2025/5(b) dated March 25, 2025 on the above subject matter.

Find, attached, our response for your perusal and further necessary action.

Yours

Hon. Alice Wahome, EGH  
CABINET SECRETARY



Copy to: Hon. Generali Nixon Korir, CBS  
Principal Secretary  
State Department for Lands & Physical Planning  
NAIROBI



REPUBLIC OF KENYA

MINISTRY OF LANDS, PUBLIC WORKS, HOUSING AND URBAN DEVELOPMENT

**PETITION BY MKUPUO NETWORK AWARENESS REGARDING THE IMPLEMENTATION OF AN AWARD BY THE ENVIRONMENT AND LAND COURT FOR COMPENSATION AND RESETTLEMENT**

Pursuant to letter Ref. Ref: SEN/DGAC/DGC/JLAHRC/2025/5 (b) dated March 25, 2025, and other previous correspondences on the same, the Standing Committee on Justice, Legal Affairs and Human Rights invited the Cabinet Secretary, Ministry for Lands, Public Works, Housing and Urban Development to further deliberate on the Petition, including proposals for the expeditious resolution of the following issues;

- i. instances of multiple or overlapping allocations by the State over the same parcels of land towards the settlement of squatters in Kwale as well as to Kwale International Sugar Company Limited (KISCOL);
- ii. the question of who, between the State and KISCOL, was responsible for paying compensation to squatters for the destruction caused to their properties and to enable them to relocate from the land allocated to KISCOL;
- iii. the delay in identifying and acquiring suitable alternative parcel(s) of land for the resettlement of genuine squatters, as directed by the Court in *Kwale ELC Petition No. 14 of 2021: Mkupuo Network Awareness v Cabinet Secretary, Ministry of Lands and 4 Others*; and
- iv. other suit(s) pending in Court over the same subject matter and the significant financial risk that the State is exposed to in the said suit(s).

**RESPONSE**

Honourable Chair, in response to Question (i) wish to state as follows;

Refer to our earlier response dated October 4, 2024 (Marked as Annexure 1). Kwale/Ramisi Phase 1 Settlement Scheme in Lunga Lunga Sub County- Kwale County was established in 2007. The purpose of the scheme was to resettle

displaced families on KISCOL land to give way for sugarcane growing. The scheme fell on LR. Nos 5056(1916.18Ha), 5041(368.05Ha), 1080(259Ha) and 5031(129.3Ha). It was allocated to 800 beneficiaries, 350 from displaced families and 450 from the host community. Letters of offer were issued and some offers were accepted and even paid for. Following complaints by KISCOL to the Ministry detailing various issues of insufficient land that affected their operations, the Ministry responded by detailing the complaints and way forward proposed to the Chairman NLC requesting that the parcels that were seen as available for allocation to KISCOL. In 2016, KISCOL was compensated through the allocation of the same parcel L.R. NO. 5056 by the NLC after obtaining approval from the CS National Treasury.

**Honourable Chair**, as can be noted from the foregoing LR. NO. 5056 which formed part of Kwale Ramisi Phase 1 Settlement Scheme was later allocated to KISCOL creating an overlap of land rights.

The allocation of this parcel of land was subject to the KISCOL undertaking to excise approx. 351ha for public use. This was to cater for the following existing centres.

- a) Kanana Educational Complex- 50.22ha – LR No. 5056/1
- b) Mkono wa Ndugu- 67.93ha – LR No. 5056/2
- c) Kanana Centre- 107ha – LR No. 5056/3
- d) Kidimu Village- 25.6ha – LR No. 5056/4
- e) Nikhapu Village- 100ha – LR No. 5056/5
- f) KISCOL -1519ha – LR No. 5056/6- CR NO. 73693

Demarcation and planning of Kidimu Village has been finalized and titles have been prepared. The process is ongoing in the other villages.

**Honourable Chair**, in response to **Question (ii)** we wish to as follows;

The Ministry received a letter Ref: AM/018/2020 dated January 27, 2025 from the legal representative of MKUPUO Awareness, marked as **Annexure 2**. The Ministry wrote to the National Treasury vide a letter Ref. No. MOLPWH&UD/CSO/VOL.II/39 dated February 12, 2025 requesting for an additional allocation of Ksh. 170, 100,000 to enable us settle the compensation claim. **Annexure 3** is a copy of the letter. The National Treasury replied vide a letter Ref: DV/ES 1112/24/01 “A” (10) dated February 27, 2025 asking the Ministry to pay the compensation claim using the funds already allocated through the supplementary budget. **Annexure 4** is a copy of the letter.

Honourable Chair, the funds that the National Treasury was referring to had already been earmarked for other projects and therefore the Ministry was not able to settle the claim as advised. We have since written to the National Treasury vide a letter Ref. No. SDLPP/1/9/ (5) dated March 10, 2025 to allocate the State Department a specific fund for compensation of the claim. Annexure 5 is a copy of the letter.

Honourable Chair, in response to Question (iii) we wish to state as follows;

The Ministry acknowledges that in ELC Petition 43 of 2020 MKUPUO Network Awareness Vs Cabinet Secretary Ministry of Lands and Physical Planning & 4 others, the Court ordered the following among others;

- a) That an order shall and is hereby issued that the 1st Respondent (Ministry of Lands, Public Works, Housing and Urban Development) shall in consultation with the 4th Respondent (the National Land Commission) and in accordance with the provisions of Part IX of the Land Act 2012 and other enabling provisions ensure the compensation and relocation of genuine squatters to the appropriate excised portions herein and or any other land as shall be further identified within a period of 12 months from the date of this judgement.*

The Ministry is yet to acquire suitable alternative parcel(s) of land for the resettlement of genuine squatters. This is mainly attributed to insufficient budgetary allocation. With allocation of sufficient funds from the National Treasury, the Ministry will ensure the compensation and relocation of genuine squatters to the appropriate excised portions, as indicated in this response above.

Honourable Chair, in response to Question (iv) we wish to state as follows;

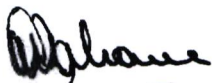
KISCOL (the Plaintiff) has instituted a suit against the Government in Mombasa High Court Commercial Case No. E 20 of 2022 claiming that the Government has breached its contractual obligations under a sublease dated 20<sup>th</sup> August, 2007. The Plaintiff is therefore seeking for special damages of USD 277,664,162.00 (approx. 35 Billion) for breach of statutory and contractual duties as well as interests.

The Plaintiff claim is that when it attempted to access the leased area to implement the project, being the Greenfield Sugar Manufacturing Plant, it discovered that squatters occupied approximately 5,816 acres. The government, through the Commissioner for Lands then allocated the Plaintiff L.R. 5004/86 and L.R.

12335/4 as compensation for the portion occupied by squatters. However, the titles to these two pieces of land were later recalled due to double allocation. It was only later that NLC allocated the plaintiff LR No. 5056 measuring approximately 1,906Ha. The portion was equally inhabited by squatters. Accordingly, it was agreed that an area measuring 351.03Ha would be excised to resettle the squatters.

Honourable Chair, the excision was completed, and the Plaintiff was issued with a certificate of title on 29<sup>th</sup> August 2019. However, L.R. No. 5056/6 cannot be occupied by the plaintiff because of a legal challenge by squatters through Mombasa ELC Petition No. 43 of 2020, which petition has now been determined as indicated earlier above.

Honourable Chair, I submit.



Hon. Alice Wahome, EGH  
CABINET SECRETARY

April 16, 2025



ANNEXURE 1

REPUBLIC OF KENYA

MINISTRY OF LANDS, PUBLIC WORKS, HOUSING AND URBAN DEVELOPMENT

---

MEETING WITH THE SENATE STANDING COMMITTEE ON JUSTICE, LEGAL AFFAIRS AND HUMAN RIGHTS

Honorable Chair,

Pursuant to a letter Ref No. SEN/DGAC/DGC/JLAHRC/2024/34(c) dated September 30, 2024, the Standing Committee on Justice, Legal Affairs and Human Rights invited the Cabinet Secretary, Ministry of Lands, Public Works, Housing and Urban Development for a meeting to deliberate on the petition by Mkupuo Network Awareness for implementation of an award by the Environment and Land Court for compensation and land resettlement on Tuesday, October 8, 2024.

In the petition, the committee is requested to;

- i. Intervene and ensure prompt payment of the Compensatory Funds by the Respondents as per page 88 of the *Report and Valuation for Ex-gratia* Compensation, a sum of Kenya Shillings One Hundred Seventy Million Only through their legal representatives.
- ii. Compel the Respondents to promptly clear the compensatory sum for the one village (Nikaphu) before embarking on a new valuation exercise of the remaining villages, which were not included in the valuation report. The legal representatives of the Petitioners are to participate in the exercise for purposes of oversight until its logical conclusion.
- iii. Intervene and ensure prompt resettlement of the squatters affected as directed in the court's decree, providing the Petitioners with at least five acres each to match the size the government had previously allocated to them. As in (ii) above, the legal representatives of the Petitioners are to participate.

**Response**

Honorable Chair,

The Government of Kenya allocated LR.No.5004/30/R to Kenya Sugar Company in early 1920's for a term of 999 years. The land comprised of 42,000

Acres (17,004 Hectares) and it was allocated for purposes of growing sugarcane on a commercial scale. The project was expected to provide employment and grow the National and local economies.

In 1960's, the Kenya Sugar Company went in to receivership. In 1969, Associated Company Limited (Ramisi Sugar Company) acquired it. In order to revive operations, Ramisi Sugar Company took a loan from the Bank of India using the land as collateral. After some time it defaulted on the loan.

The Government compulsorily acquired the land and allocated 27,000 Acres (10,931 Hectares) for squatter settlement. KISCOL retained 15,000 Acres (6,072 Hectares) which was surveyed as LR. 27742 measuring 15,030.1 Acres (6082.6 Hectares) for a term of 99 years from August 20, 2007. Settlement of squatters was to be done in three phases; Kwale/Ramisi Phase I, II and III.

**Honorable Chair**, in the same year, the first phase of settlement ( Kwale/ Ramisi Phase I) comprising 2,672.53 Hectares commenced on the following parcels;

1. LR. No.5056 (1906 Ha)
2. LR. No.5041 (368.05Ha)
3. LR. No.1080 ( 259.0Ha)
4. LR. No.5031 (129.3 Ha)

The scheme was set to accommodate 350 displaced families and 450 families from the host community.

**Honourable Chair**, whereas Kwale/ Ramisi Phase II & III were implemented successfully, Phase I did not take off.

The National Land Commission vide a letter Ref. NLC/CHAIRMAN/VOL.XII/72 dated September 15, 2015, sought approval from the National Treasury to allocate the following parcels of land to KISCOL. **Annexure 1** is a copy of the letter.

S/No.	LR No.	SIZE (Ha)
	5056	1,906
	5041	364
	1080	258
	5034	10
	1083	131
	5032	43
	1082	132
	5030	57
	1084	133
	GL.1	140
	GL.2	170

	5031	129
	<b>TOTAL</b>	<b>3,473</b>

The National Treasury vide a letter Ref. CONF/MOF 28/01/ dated November 3, 2015 approved the allocation of LR. No. 5056 to KISCOL. A copy of the letter is marked as **annexure 2**. The allocation of this parcel of land was subject to excision of 351 Hectares for public use. This was to cater for the following existing centres.

Kanana Educational Complex-	50.22ha	– LR No. 5056/1
Mkono wa Ndugu-	67.93ha	– LR No. 5056/2
Kanana Centre-	107ha	– LR No. 5056/3
Kidimu Village-	25.6ha	– LR No. 5056/4
Nikhapu Village-	100ha	– LR No. 5056/5

KISCOL retained 1519 Hectares – LR No. 5056/6- CR No. 73693. This allocation created an overlap with land that was meant for Kwale/Ramisi Phase 1 Settlement Scheme. Consequently, the scheme was put in abeyance.

**Honorable Chair**, squatters encroached into LR.No 27742 and the government compensated KISCOL with LR. No.5004/86 (957 Ha ) and LR.NO.12335/4 (2063.3 Ha) which were also encroached upon by squatters who went to court claiming ownership. Upon request by the Government, KISCOL agreed to surrender land for settlement which resulted to establishment of Ramisi II and III on LR Nos 5004/86 and 12335/4 which had previously been allocated to the Company.

**Honorable Chair**, the court, in petition No.14 of 2021 (Formerly MSA ELC Petition No. 43 of 2020) ordered that the Ministry of Lands in consultation with the National Land Commission to compensate and relocate genuine squatters to appropriately excised parcels and any other land as shall be further identified within 12 months with effect from January 27, 2023.

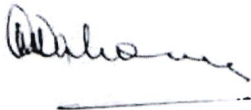
The National Land Commission vide a letter reference number NLC/CHAIRMAN/VOL.XXIV/28 dated January 9, 2019 had requested the Ministry for valuation of Nikaphu village for purposes of compensation. The valuation was done and a figure of Kshs 170,100,000/= was arrived at. **Annexure 3** is a copy of the valuation report. The Environment and Land Court adopted this figure in the aforementioned petition.

**Honorable Chair**, the Ministry is still in the process of identifying suitable land for the settlement of the petitioners in liaison with the Ministry of Interior and National Administration for identification of genuine squatters.

The issue of monetary compensation is still outstanding. The Ministry had anticipated that the liability for this undertaking lies with KISCOL since it is the one which effected the demolition. However, the Ministry will hold consultations with the National treasury for a solution to the matter.

The National Land Commission is better placed to give response regarding valuation for the other villages.

**Honourable Chair**, I submit.



**HON. ALICE WAHOME, EGH**  
**CABINET SECRETARY**

October 4, 2024



21  
Annexure 1

44

Tel 0202718050

Email [info@nlc.or.ke](mailto:info@nlc.or.ke)

Website [www.nlc.or.ke](http://www.nlc.or.ke)

## NATIONAL LAND COMMISSION

ARDHI HOUSE  
1<sup>st</sup> NGONG AVENUE  
P.O. Box 44417  
NAIROBI

REF: NLC/CHAIRMAN/VOL.XII/72

Date: 15th September, 2015

Mr. Henry K. Rotich  
Cabinet Secretary  
National Treasury  
Treasury Building  
NAIROBI

Annexure

Dear Henry,

### LAND ISSUES AFFECTING KWALE SUGAR PROJECT

This matter has been with us since 2013. The chronology of issues is as follows:-

- KISCOL is undertaking the development of a sugar cane plantation in Ramisi, Kwale County, where the defunct Ramisi Sugar factory was located.
- The Government reclaimed the land where the previous Ramisi Factory was situated (42,000 acres) and gave 15,000 acres of this to the KISCOL while the rest was set aside for relocation of squatters.
- The land leased to KISCOL has since been encroached upon by squatters, some of whom have moved to court to claim ownership of the portion allocated to KISCOL.
- There is also another portion of land allocated to KISCOL that was annexed by Base Titanium as part of their special mining lease.
- Having noted the squatter problem, the Government compensated KISCOL with other parcels of land (LR NO.5004/86 and 87, LR.NO.12335/4, measuring 957 Hectares and 2063.3 hectares respectively) to cover for the portion inhabited by the squatters in the initial lease given.

41 45

- Even these portions compensated to KISCOL have also been encroached upon by squatters who also have gone to court to claim ownership.
- The Government thereafter requested KISCOL to give up the parcels so encroached upon in return for alternative land as compensation.
- The company started operations in December, 2014 but has been forced to shut down due to severe deficit of cane supply to the factory occasioned by the limited land acreage that can only sustain the factory for a period of four months.
- Approximately 3400 Hectares (almost 8300 acres) has been encroached upon by squatters leaving the company with less than 6000 acres for cultivation.

It is important to note here that:-

- KISCOL was legally allocated the 15000 acres by the Government, through the Ministry of Agriculture in 2007.
- The Government owes the company the lost and/or inaccessible land, and a commitment was made to this effect several times.
- In anticipation of the commitment and goodwill from the Government, KISCOL obliged when it was asked to surrender part of their land for squatters settlement.
- The sugar project has always been the mainstay of the Kwale region's economy since 1925 when the first sugar factory was put up. At the moment this industry appears to be the only viable and sustainable economic activity that provides jobs, and has potential to improve the livelihoods of local residents.
- The intended squatter settlement scheme known as Ramisi I stalled years back owing to many complaints over the list of beneficiaries and malpractices in its allocation. The land meant for this scheme lies largely vacant, and is situated close to the nuclears factory.
- Investor confidence needs to be harnessed in order for social, economic and land development to take place in Kwale.

As Government and as per the Constitution, we have to protect private and public property for the benefit of Kenyans.

## RECOMMENDATIONS

46

In view of the above analysis and observations, our recommendations are:-

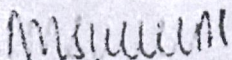
- 1) The KISCOL project needs to be supported to gain access to the land acreage originally intended and allocated through as lease by the National Treasury. This does, and shall not, in any way interfere with the land already allocated to the squatters.
- 2) Given that negotiations have been completed between failed allottees of Ramisi I, those occupying the said lands, and the management of KISCOL, these should be compensated at the cost of the investor for them to vacate the identified parcels listed as:-

L.R. NO.	SIZE (HA)
5056	1906
5041	364
1080	258
5034	10
1083	131
5032	43
1082	132
5030	57
1084	133
GL1	140
GL2	170
5031	129
<b>TOTAL</b>	<b>3473</b>

- 3) Upon your concurrence, the NLC should go ahead to allocate the said parcels to the investor.

Let us have your views on this very pressing issues that has dragged on for unnecessary long.

Yours sincerely

  
**MUHAMMAD A. SWAZURI, PhD, OGW**  
**CHAIRMAN, NATIONAL LAND COMMISSION**

4+

2+

WATERBURY  
MAY 1908

48

Annexure 2

REPUBLIC OF KENYA  
THE NATIONAL TREASURY

MINISTRY OF LANDS  
P.O. BOX 221574/130436  
Tel: 254 20 759 199  
www.moi.go.ke

THE SECRETARY  
P.O. BOX 2007  
NAIROBI

Ref: DMR/MOF 28/01

3<sup>rd</sup> November 2015

Muhammad A Swazum, PhD, OGW  
Chairman National Land Commission  
Arch House  
NAIROBI

Dear *M. Swazum*

RE: ALLOCATION OF LAND TO KWALE INTERNATIONAL SUGAR  
COMPANY LIMITED (KISCOL)

Please refer to your letter Ref NLC/CHAIRMAN/VOL XII/17 dated 15<sup>th</sup> September 2015 on the above captioned matter.

We have reviewed your request and note as follows:

1. On 20<sup>th</sup> August, 2007 GOK entered into a lease agreement with Kwale International Sugar Company Limited over Land Reference No. 27742 measuring 6,082.6 Hectares (15,030.4 acres) situated in Kwale District;

2. The land was to be used for the purpose of undertaking sugarcane farming, installing a sugar processing mill or undertaking auxiliary activities related to sugarcane farming.

iii) After allocation of the said parcels of land, the Government noted the squatters problem and Government compensated KISCOL with two parcels of land LR No 5044/56 and 57 and LR No 12335/4 measuring 952 Ha. and 2058.2 Ha. respectively to cover for portion inhabited by squatters in the parcels.

iv) These two parcels of land also, were invaded by squatters some of who later moved to court to claim ownership.

The Government thereafter requested KISCOL to give up the parcels so encroached upon by squatters in return for alternative land as compensation. KISCOL has since obliged and given up the parcels of land for squatters' settlement, and

v) In view of the above and given that the Government has the obligation to compensate KISCOL for the lost land, you have identified suitable parcels of land totaling 3,473 Ha' for compensation to KISCOL.

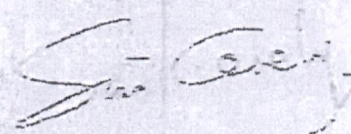
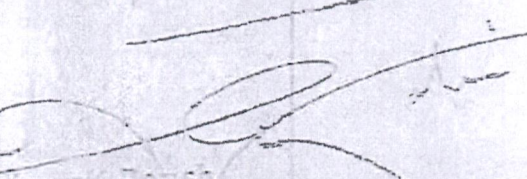
We have reviewed your request and found it to be in order. The National Treasury concurrence therefore, is hereby granted for the National Land Commission to go ahead and allocate the following pieces of land, all located in Kwale County, to KISCOL as requested.

	LR No	Size (HA)
1	5046	1,906
2	5041	364
3	1080	258
4	5034	10
5	1083	111
6	5032	13
7	1082	132
8	5030	5
9	1084	157
10	5011	10
11	5012	10

50

... on the same terms and conditions as the ...  
... Reference Number 27742 ...

All the quarters' issues will have been resolved ...  
... allocation and administrative measures taken to ...  
... encroachment on the land.

Yours  
  


Henry M. Finch  
CASHER, NATIONAL TREASURY

cc: Mr. Joseph H. Minky, CBS  
Chief of Staff & Head of Public Service  
Executive Office of the President  
Harambee House  
NAIROBI

ANNEXURE 2

URGENT

DLAS



May I have your report on this matter.  
CS 5/2/2025

**AKANGA MATENDE & COMPANY ADVOCATES**

BARRISTERS, COMMISSIONERS FOR OATHS, NOTARIES PUBLIC, CONSULTANTS-AT-LAW AND CERTIFIED PUBLIC SECRETARIES

OUR REF: AM/018/2020

YOUR REF: TBA

DATE: 27/01/2025

The Cabinet Secretary for Lands, Housing and Urban Development  
P.O Box 30450 - 00100,  
Nairobi, Kenya.

The Chairman, National Land Commission  
316 Upperhill Chambers,  
2nd Ngong Avenue, Off Ngong Road,  
P.O. Box 44417, 00100,  
Nairobi.

The Cabinet Secretary for the National Treasury and Economic Planning  
Harambee Avenue, Treasury Building,  
P.O Box 30007-00100  
Nairobi

LS  
Please provide  
me a report  
of this matter.  
P= 27/1/25

Dear Honourable Officials,

**RE: IMPLEMENTATION OF THE COURT DECREE IN KWALE ENVIRONMENT AND LAND CASE NO. ELC PETITION NO. 14 OF 2021 (FORMERLY MOMBASA ELC PETITION NO. 43 OF 2020) MKUPUO NETWORK AWARENESS V. MINISTRY OF LANDS, HOUSING AND URBAN DEVELOPMENT & OTHERS**

I write to you in my capacity as the advocate representing Mkupuo Network Awareness concerning the enforcement of the judgement delivered by the Environment and Land Court at Kwale on the 27<sup>th</sup> of January 2023.

**Background of the Case:**

The court ordered that the Ministry of Lands, Housing and Urban Development, in consultation with the National Land Commission, ensure the compensation of both monetary and land to the affected squatters within 12 months from the date of the judgment. This obligation has not been met, and as of today, we are 24 months beyond the stipulated deadline, thus in clear breach of the court's decree.

**Monetary Compensation and Resettlement:**

The ex gratia valuation completed for one village was set at Ksh 170,100,000. However, this compensation was only for one of the six villages affected. It is imperative that Monetary Compensation is disbursed promptly to cover not only the initially valued village but also to extend to the other five villages where no valuation has yet been conducted. Resettlement through the issuance of title deeds to the Petitioners must be expedited. This action is not only a legal obligation as per the court's decree but also a fundamental aspect of ensuring that the rights of the Petitioners to property and housing under the Constitution of Kenya, 2010, are upheld as set out in Article 40 of the Constitution of Kenya. The non-compliance with the court's decree not only undermines the rule of law but also constitutes a contempt of court under Section 63 of the Civil Procedure Act, which could lead to further legal actions if not addressed.

**Pending Senate Petition:**

Moreover, there is a pending petition at the Senate's Justice and Legal Affairs Committee which has been stalled due to the Ministry of Lands, Housing and Urban Development's failure to submit required documentation. This delay not only hampers parliamentary oversight but also infringes on the petitioners' constitutional rights to access justice as enshrined in Article 48 of the Constitution.

Our instructions are to humbly request your good offices to initiate the process to pay out the compensation as assessed for the first village and commence valuation for the remaining five villages and to facilitate the issuance of title deeds for resettlement to all affected squatters. We also humbly pray that you submit the necessary documentation and report to the Senate's Justice and Legal Affairs Committee to progress the petition and ensure the constitutional rights of the petitioners are not further delayed. Your prompt action in this matter is crucial not only for compliance with the court's decree but also for restoring faith in governmental processes and the judicial system. We trust that you will take these steps to rectify this situation without further delay. Thank you for your attention to this urgent matter. We look forward to your swift response and action.

Yours faithfully

**Alonso Mtende & Co Advocates**  
ADVOCATE  
P.O. BOX 457 - 00100 NAIROBI, KENYA  
**ROBERT MARENDE**  
ADVOCATE  
SIGN:.....



ANNEXURE 3

MINISTRY OF LANDS, PUBLIC WORKS, HOUSING AND URBAN  
DEVELOPMENT  
Office of the Cabinet Secretary

2718050  
Fax: +254 (0) 20 2724470  
Web: www.ardhi.go.ke

Ardhi House  
1<sup>st</sup> Ngong Avenue  
P.O. BOX 30450-00100  
NAIROBI, KENYA

Ref No: MOLPWH&UD/CSO/VOL.II/39

12<sup>th</sup> February, 2025

Hon. FCPA John Mbadi N'gongo, EGH  
Cabinet Secretary  
The National Treasury and Economic Planning  
P.O. Box 30007-00100  
NAIROBI

Dear

**RE: IMPLEMENTATION OF THE COURT DECREE IN KWALE ENVIRONMENT AND  
LAND CASE NO. ELC PETITION NO.14 OF 2021 (FORMERLY MOMBASA ELC  
PETITION NO. 43 OF 2020) MKUPUO NETWORK AWARENESS V. MINISTRY  
OF LANDS, HOUSING AND URBAN DEVELOPMENT & OTHERS**

---

Reference is made to a letter Ref. AM/018/2020 dated 27<sup>th</sup> January, 2025 by Akanga Matende the legal representative of Mkupuo Network Awareness, on the above subject matter.

On October 8, 2024 the Senate Standing Committee on Justice, Legal Affairs and Human Rights invited the Cabinet Secretary, Ministry of Lands, Public Works, Housing and Urban Development for a meeting to deliberate on the petition by Mkupuo Network Awareness for implementation of an award by the Environment and Land Court in ELC Petition No. 43 of 2020 for compensation and resettlement.

Pursuant to ELC Petition 43 of 2020 MKUPUO Network Awareness Vs Cabinet Secretary Ministry of Lands and Physical Planning & 4 others (copy attached), the Court ordered the following;

---

a) *That an order shall and is hereby issued that the 1st Respondent (Ministry of Lands, Public Works, Housing and Urban Development) shall in consultation with the 4th Respondent (the National Land Commission) and in accordance with the provisions of Part IX of the Land Act 2012 and other enabling provisions ensure the compensation and relocation of genuine squatters to the appropriate excised portions herein and or any other land as shall be further identified within a period of 12 months from the date of this judgement.*

The above order has not been implemented 24 months later and therefore, the Ministry is in violation of a court order.

According to the Report and Valuation for Ex-gratia compensation on LR. NO. 5056, the National Land Commission vide a letter Ref. NLC/CHAIRMAN/VOL.XXIV/28 dated January 9, 2019 requested the Ministry for valuation of Nikaphu village for purposes of compensation. The valuation was done and a figure of Kshs 170,100,000/= was arrived at. The Environment and Land Court adopted this figure in the aforementioned petition.

The NLC in its response to the Senate Standing Committee on Justice, Legal Affairs and Human Rights, Ref. NLC/2/3 dated October 7, 2024 clarified that Compensation process by the Commission is ordinarily under part VIII of the Land Act 2012 which deals with compulsory acquisition and its procedures which are set there-in. In this particular case, the court judgement focused on compensation and settlement which is under part IX of the Land Act 2012. The Commission, therefore, committed to be available to provide any support to National or County governments in this regard as called upon. The petitioners were seeking for compensation to be done through their legal representatives, to which NLC did not object.

In addition, the Office of the Attorney General in its response to the same Committee Ref. AG/CIV 5/2021 dated October 7, 2024 requested the Ministry and the NLC to comply with the court order since the period granted had since lapsed.

As you are aware, due to the budget cuts at the beginning of the current Financial Year the Ministry was greatly affected and therefore could not implement the compensation and relocation of genuine squatters as directed by the court hence in breach of a court decree.

Kwale International Sugar Company Limited (KISCOL) has instituted a suit against the Government in Mombasa High Court Commercial Case No. E 20 of 2022 claiming that the Government has breached its contractual obligations under a sublease dated 20<sup>th</sup> August, 2007. KISCOL is therefore seeking for special damages of approximately KES 32 billion for breach of statutory and contractual duties as well as interests (as indicated in the response by the Attorney General to Senate, copy attached). This case by KISCOL exposes the Government to a significant financial risk

---

compared to compensating and resettling the genuine squatters as per the court decree which will allow KISCOL to fully occupy the land under dispute.

KISCOL claims that when it attempted to access the leased area to implement the project, being the Greenfield Sugar Manufacturing Plant, it discovered that squatters occupied approximately 5,816 acres. The government, through the Commissioner for Lands allocated KISCOL L.R. 5004/86 and L.R. 12335/4 as compensation for the portion occupied by squatters.

However, the titles to these two parcels of land were later recalled due to double allocation. It was only later that NLC allocated KISCOL an alternative land LR. No. 5056 measuring approximately 1,906Ha. The portion was equally inhabited by squatters and it was agreed that an area measuring 351.03Ha would be excised to resettle the squatters.

After the excision was completed, KISCOL was issued with a certificate of title. However, I.R. No. 5056/6 could not be occupied and utilized by the KISCOL because of a legal challenge by squatters through Mombasa ELC Petition No. 43 of 2020, which petition has now been determined as indicated above.

The purpose of this letter, therefore, is to request you to transmit Kshs. 170,100,000.00 to the Ministry for onward transmission to the legal representative of MKUPUO Network Awareness.

Yours



Hon. Alice Wahome, EGH  
CABINET SECRETARY

Copy to: The Chairman  
National Land Commission  
P.O. Box 44417-00100  
NAIROBI

---

***Annex 1: Minutes of the  
Committee in considering  
the Petition***



13<sup>TH</sup> PARLIAMENT | 4<sup>TH</sup> SESSION

**MINUTES OF THE 223<sup>RD</sup> SITTING OF THE STANDING COMMITTEE ON JUSTICE, LEGAL AFFAIRS AND HUMAN RIGHTS HELD ON TUESDAY, 20<sup>TH</sup> MAY, 2025 AT 8.00 A.M. ON THE ZOOM ONLINE MEETING PLATFORM**

**PRESENT**

- |  |                                   |
|--|-----------------------------------|
| 1. Sen. Wakili Hillary Sigei, CBS, MP  | - Chairperson ( <i>Chairing</i> ) |
| 2. Sen. Veronica W. Maina, MP          | - Vice-chairperson                |
| 3. Sen. Raphael Chimera Mwinzagu, MP   | - Member                          |
| 4. Sen. (Prof.) Tom Ojienda, SC, MP    | - Member                          |
| 5. Sen. Andrew Omtatah Okoiti, MP      | - Member                          |
| 6. Sen. Crystal Kegehi Asige, MP       | - Member                          |
| 7. Sen. Daniel Kitonga Maanzo, EBS, MP | - Member                          |

**ABSENT WITH APOLOGY**

- |                               |          |
|-------------------------------|----------|
| 1. Sen. Karen Njeri Nyamu, MP | - Member |
|-------------------------------|----------|

**SECRETARIAT**

- |                        |   |
|------------------------|---|
| 1. Mr. Charles Munyua  | - Principal Clerk Assistant II                  |
| 2. Mr. Boniface Kiambi | - Senior Clerk Assistant                        |
| 3. Ms. Faith Wangui    | - Legal Counsel II                              |
| 4. Ms. Angela Bonaya   | - Clerk Assistant III ( <i>Taking Minutes</i> ) |
| 5. Mr. Josphat Ngeno   | - Media Relations Officer                       |
| 6. Mr. Zenton Williams | - Audio Officer                                 |

**MIN. NO. 630/2025**

**PRELIMINARIES**

The Chairperson called the meeting to order at twenty minutes past eight O'clock and opened with a word of prayer.

**MIN. NO. 631/2025**

**ADOPTION OF THE AGENDA**

The agenda of the meeting was adopted having been proposed by Sen. Andrew Omtatah Okoiti, MP and seconded by Sen. Crystal Kegehi Asige, MP.

**MIN. NO. 632/2025**

**CONFIRMATION OF THE MINUTES OF THE  
PREVIOUS MEETINGS**

- a) The Minutes of the 215<sup>th</sup> Sitting were confirmed as a true record of proceedings having been confirmed by Sen. Veronica W. Maina, MP and seconded by Sen. Andrew Omtatah Okoiti, MP.
- b) The Minutes of the 216<sup>th</sup> Sitting were confirmed as a true record of proceedings having been confirmed by Sen. Crystal Kegehi Asige, MP and seconded by Sen. (Prof.) Tom Ojienda, SC, MP.
- c) The Minutes of the 217<sup>th</sup> Sitting were confirmed as a true record of proceedings having been confirmed by Sen. Veronica W. Maina, MP and seconded by Sen. (Prof.) Tom Ojienda, SC, MP.
- d) The Minutes of the 218<sup>th</sup> Sitting were confirmed as a true record of proceedings having been confirmed by Sen. Crystal Kegehi Asige, MP and seconded by Sen. (Prof.) Tom Ojienda, SC, MP.
- e) The Minutes of the 219<sup>th</sup> Sitting were confirmed as a true record of proceedings having been confirmed by Sen. Crystal Kegehi Asige, MP and seconded by Sen. (Prof.) Tom Ojienda, SC, MP.
- f) The Minutes of the 220<sup>th</sup> Sitting were confirmed as a true record of proceedings having been confirmed by Sen. Crystal Kegehi Asige, MP and seconded by Sen. Andrew Omtatah Okoiti, MP.
- g) The Minutes of the 221<sup>st</sup> Sitting were confirmed as a true record of proceedings having been confirmed by Sen. Andrew Omtatah Okoiti, MP and seconded by Sen. Crystal Kegehi Asige, MP.
- h) The Minutes of the 222<sup>nd</sup> Sitting were confirmed as a true record of proceedings having been confirmed by Sen. Andrew Omtatah Okoiti, MP and seconded by Sen. Crystal Kegehi Asige, MP.

**MIN. NO. 633/2025**

**MATTERS ARISING FROM THE MINUTES OF  
THE PREVIOUS MEETINGS**

*Under Min. No. 594/2025 Work Plan of the Committee for May and June, 2025*

The Committee was informed that Sen. Catherine Mumma, MP had since confirmed availability to accompany the Committee on 12<sup>th</sup> to 14<sup>th</sup> June, 2025 to conduct a visit to Homa Bay County to consider her Statement pursuant to Standing Order 53 (1) on the alleged defilement and incestuous impregnation of a minor from Kigoto Village in Suba South Sub- County, Homa Bay County.

Thereupon, Members resolved to undertake the visit to Homa Bay County on the proposed dates, i.e. Thursday, 12<sup>th</sup> June to Saturday, 14<sup>th</sup> June, 2025 to consider the Statement by Sen. Catherine, Mumma, MP.

**MIN. NO. 634/2025**

**PETITION BY MKUPUO NETWORK AWARENESS  
REGARDING THE IMPLEMENTATION OF AN  
AWARD BY THE ENVIRONMENT AND LAND  
COURT FOR COMPENSATION AND  
RESETTLEMENT**

Members were taken through the draft observations and recommendations of the Committee as contained in Chapters 3 and 4 of the Report.

Thereupon, the Committee adopted the Report having been proposed by Sen. Andrew Omtatah Okoiti, MP and seconded by Sen. Raphael Chimera Mwinzagu, MP.

**MIN. NO. 635/2025**

**PETITION BY LABAN OMUSUNDI REGARDING  
THE INTRODUCTION OF A FRAMEWORK FOR  
RECALLING OF NOMINATED MEMBERS OF THE  
COUNTY ASSEMBLIES**

Members were taken through the observations and recommendations of the Committee as contained in Chapters 3 and 4 of the Report.

During deliberations, Members proposed the inclusion of an additional recommendation at Chapter 4 of the Report, mandating the Committee to draft and introduce a Bill to amend the Elections Act (Cap 7) and the County Governments Act (Cap 256) to give effect to the right of recall. This would be done at the commencement of the Fifth Session, regardless of whether the policy framework will have been submitted to Parliament or not.

Thereupon, the Committee adopted the Report, with amendments, having been proposed by Sen. Veronica W. Maina, MP and Sen. (Prof.) Tom Ojienda, SC, MP.

**MIN. NO. 636/2025**

**INQUIRY INTO THE OPERATIONAL AND  
LEADERSHIP CRISIS AFFECTING THE COUNTY  
ASSEMBLY OF NYAMIRA**

Members were taken through a Brief on the Committee inquiry into the operational and leadership crisis affecting the County Assembly of Nyamira.

During deliberations, Members observed that while the Motion approved by the Senate on Thursday, 15<sup>th</sup> May, 2025 addressed some aspects that had been referred to the Committee, the Committee still needed to inquire into the question of who initiated and signed budget requisitions for approval by the Controller of Budget.

Thereupon, the Committee resolved to invite the Controller of Budget to appear before the Committee in a week's time to clarify on the county officials the Office was dealing with.

MIN. NO. 637/2025

**PROPOSED APPLICATION FOR REVIEW OF THE  
JUDGMENT BY THE SUPREME COURT IN  
PETITION NO. 19 (E027) OF 2021; THE SENATE &  
OTHERS VS THE NATIONAL ASSEMBLY & OTHERS**


This agenda item was deferred to a later date.

MIN. NO. 638/2025

**ADJOURNMENT**

The Chairperson adjourned the meeting at fifteen minutes past nine O'clock. The next meeting was scheduled to be held on Wednesday, 21<sup>st</sup> May, 2025 at eight O'clock.

SIGNED: .....



DATE: .....

21.05.2025.



13<sup>TH</sup> PARLIAMENT | 3<sup>RD</sup> SESSION

**MINUTES OF THE 172<sup>ND</sup> SITTING OF THE STANDING COMMITTEE ON JUSTICE, LEGAL AFFAIRS AND HUMAN RIGHTS HELD ON TUESDAY, 8<sup>TH</sup> OCTOBER, 2024 AT 9.00 A.M AT COMMITTEE ROOM 18, 2<sup>ND</sup> FLOOR, BUNGE TOWERS.**

**PRESENT**

- |                                      |                                  |
|--------------------------------------|----------------------------------|
| 1. Sen. Wakili Hillary Sigei, MP     | -Chairperson ( <i>Chairing</i> ) |
| 2. Sen. Raphael Chimera Mwinzagu, MP | -Vice-chairperson                |
| 3. Sen. Fatuma Adan Dullo, CBS, MP   | -Member                          |
| 4. Sen. Hamida Ali Kibwana, MP       | -Member                          |
| 5. Sen. Veronica W. Maina, MP        | - Member                         |
| 6. Sen. Karen Njeri Nyamu, MP        | -Member                          |
| 7. Sen. Andrew Omtatah Okoiti, MP    | -Member                          |

**ABSENT WITH APOLOGY**

- |  |          |
|--|----------|
| 1. Sen. William Cheptumo Kipkorir, CBS, MP | - Member |
| 2. Sen. Catherine Muyeka Mumma, MP         | -Member  |

**SECRETARIAT**

- |                         |   |
|-------------------------|---|
| 1. Mr. Charles Munyua   | - Senior Clerk Assistant                        |
| 2. Mr. Moses Kenyanchui | - Legal Counsel I                               |
| 3. Ms. Lynn Aseka       | - Clerk Assistant III                           |
| 4. Ms. Angela Bonaya    | - Clerk Assistant III ( <i>Taking Minutes</i> ) |
| 5. Mr. Jackson Matheshe | - Research Officer III                          |
| 6. Mr. Josephat Ng'eno  | - Media Relations Officer                       |
| 7. Ms. Judith Aoka      | - Assistant Audio Officer                       |
| 8. Mr. Abdalla Mbore    | - Serjeant-at-Arms                              |
| 9. Ms. Karen Aleyo      | - Attaché                                       |

**IN ATTENDANCE** (*see annex*)

1. The Office of the Attorney General
2. The National Land Commission
3. Kwale International Sugar Company Limited

**MIN. NO. 356/2024**

**PRELIMINARIES**

The Chairperson called the meeting to order at thirty minutes past nine O'clock and opened with a word of prayer. This was followed by a self-introduction session by the Members, Secretariat and stakeholders present.

**MIN. NO. 357/2024**

**ADOPTION OF THE AGENDA**

The agenda of the meeting was adopted having been proposed by Sen. Fatuma Adan Dullo, CBS, MP and seconded by Sen. Andrew Omtatah Okoiti, MP.

**MIN. NO. 358/2024**

**PETITION BY MKUPUO NETWORK AWARENESS  
REGARDING THE IMPLEMENTATION OF AN  
AWARD BY THE ENVIRONMENT AND LAND  
COURT FOR COMPENSATION AND  
RESETTLEMENT**

The Committee resumed consideration of the Petition by Mkupuo Network Awareness regarding the implementation of an award by the Environment and Land Court for compensation and resettlement, and proceeded to receive submissions from the following stakeholders who were present –

- a) Office of the Attorney General;
- b) Kwale International Sugar Company Limited; and
- c) National Land Commission.

The Committee was informed that the Cabinet Secretary for Lands, Public Works, Housing and Urban Development had registered her apologies for non-attendance but had submitted her written responses to the Committee.

During deliberations, Members observed that –

- i) the subject matter of the Petition was quite convoluted, as the parcels of land in question were the subject of multiple and overlapping allocations;
- ii) the Judgment giving rise to the Petition was not appealed against. However, there were differing interpretations as to what exactly the Court directed and which party was responsible for implementing it, particularly on the aspect of payment of compensation to the petitioners; and
- iii) a different suit filed by Kwale International Sugar Company Limited against the Cabinet Secretary for the National Treasury was pending determination in Mombasa. While the issues for determination in that case were different, the underlying subject matter and parcels of land involved were similar to the ones subject of the Petition before the Committee.

Thereupon, the Committee resolved to resume consideration of the Petition in two weeks' time and directed that the following be invited to the meeting –

- a) the National Land Commission;
- b) the Cabinet Secretary for Lands, Public Works, Housing and Urban Development;
- c) the Attorney General; and
- d) the Cabinet Secretary for the National Treasury and Economic Planning.

**MIN. NO. 359/2024**

**ADJOURNMENT**

The Chairperson adjourned the meeting at forty-one minutes past eleven O'clock. The next meeting was scheduled to be held on notice.



SIGNED: .....

DATE: 13/11/2024 .....



13<sup>TH</sup> PARLIAMENT | 3<sup>RD</sup> SESSION

**MINUTES OF THE 144<sup>TH</sup> SITTING OF THE STANDING COMMITTEE ON JUSTICE, LEGAL AFFAIRS AND HUMAN RIGHTS HELD ON WEDNESDAY, 19<sup>TH</sup> JUNE, 2024 AT 2.00 P.M. AT RAMISI PHASE 1 BLOCK 1 5056, IN KWALE COUNTY**

**PRESENT**

- |                                      |  |
|--------------------------------------|--|
| 1. Sen. Raphael Chimera Mwinzagu, MP | - Vice Chairperson ( <i>Chairing</i> ) |
| 2. Sen. Fatuma Adan Dullo, CBS, MP   | - Member                               |
| 3. Sen. Karen Njeri Nyamu, MP        | - Member                               |
| 4. Sen. Andrew Omtatah Okoiti, MP    | - Member                               |

**ABSENT WITH APOLOGY**

- |  |               |
|--|---------------|
| 1. Sen. Wakili Hillary Kiprotich Sigei, MP | - Chairperson |
| 2. Sen. William Cheptumo Kipkiror, CBS, MP | - Member      |
| 3. Sen. Catherine Muyeka Mumma, MP         | - Member      |
| 4. Sen. Veronica W. Maina, MP              | - Member      |
| 5. Sen. Hamida Ali Kibwana, MP             | - Member      |

**SECRETARIAT**

- |                         |   |
|-------------------------|---|
| 1. Mr. Moses Kenyanchui | - Legal Counsel I                               |
| 2. Ms. Lynn Aseka       | - Clerk Assistant III ( <i>Taking Minutes</i> ) |
| 3. Ms. Angela Bonaya    | - Clerk Assistant III                           |
| 4. Mr. Jackson Matheshe | - Researcher III                                |
| 5. Mr. Josephat Ng'eno  | - Media Relations Officer III                   |
| 6. Ms. Judith Aoka      | - Assistant Audio Officer                       |
| 7. Mr. Abdalla Mbore    | - Sergeant at Arms                              |

**IN ATTENDANCE (see annexure 1)**

- |                             |                           |
|-----------------------------|---------------------------|
| 1. Mkupuo Network Awareness |                           |
| 2. Mr. Salim Suleiman       | - County Attorney, Kwale  |
| 3. Mr. Kisia Mohammed       | - County Solicitor, Kwale |

**MIN. NO. 207/2024**

**PRELIMINARIES**

The Vice-Chairperson called the meeting to order at twenty-nine minutes past two O'clock and invited one of the petitioners to open with a word of prayer. This was followed by a self-introductory session by the Members, Secretariat and the invited stakeholders.

MIN. NO. 208/2024

**PETITION BY MKUPUO NETWORK AWARENESS  
REGARDING IMPLEMENTATION OF AN AWARD  
BY THE ENVIRONMENT AND LAND COURT FOR  
COMPENSATION AND RESETTLEMENT**

The Committee proceeded to undertake a site visit to the parcel of land in the petition (Ramisi Phase 1/ Block 1 5056). The Committee observed that there was a school with 150 students and around 280 families in Kafu village.

The Committee was informed that all the six (6) villages were represented in the gathering. The petitioners then went ahead and gave their testimonies. They stated that there are five (5) school in that area with over 600 homes and over 1,000 people on that parcel of land. They further stated that Kwale International Sugar Company Limited (KISCOL) took their land from them without any compensation. They lost their homes, crops and land. They informed the Committee that the residents of Ramisi Phase 1 Block 1 5056 live in dangerous and hostile conditions with snakes everywhere even in their homes. The Committee observed that the surrounding houses had aluminium mesh windows to prevent snakes from going inside the homes.

The petitioners further stated that the county government was involved in the matter and raised a concern on why citizens were not involved in the county government decision making. Their prayer was for compensation of their land and destroyed crops. They requested to the Committee to deal with the matter with urgency since most of them were old and time was not on their side.

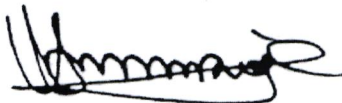
Thereafter the Committee was taken round for a site visit of the remaining three (3) villages.

The Committee undertook to carefully consider this matter, and to engage all key stakeholders to the petition, before coming up with a Report on the Petition.

MIN. NO. 209/2024

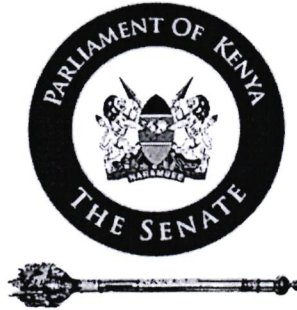
**ADJOURNMENT**

The Chairperson adjourned the meeting at ten minutes past four O'clock. The next meeting was scheduled to be held on Tuesday, 25<sup>th</sup> June, 2024.



SIGNED: .....

DATE: 2/7/2024 .....



13<sup>TH</sup> PARLIAMENT | 3<sup>RD</sup> SESSION

**MINUTES OF THE 143<sup>RD</sup> SITTING OF THE STANDING COMMITTEE ON JUSTICE, LEGAL AFFAIRS AND HUMAN RIGHTS HELD ON WEDNESDAY, 19<sup>TH</sup> JUNE, 2024 AT 9.00 A.M AT PRIDE INN HOTEL, KWALE COUNTY**

**PRESENT**

- |                                      |  |
|--------------------------------------|--|
| 1. Sen. Raphael Chimera Mwinzagu, MP | - Vice Chairperson ( <i>Chairing</i> ) |
| 2. Sen. Fatuma Adan Dullo, CBS, MP   | - Member                               |
| 3. Sen. Karen Njeri Nyamu, MP        | - Member                               |
| 4. Sen. Andrew Omtatah Okoiti, MP    | - Member                               |

**ABSENT WITH APOLOGY**

- |  |               |
|--|---------------|
| 1. Sen. Wakili Hillary Kiprotich Sigei, MP | - Chairperson |
| 2. Sen. William Cheptumo Kipkiror, CBS, MP | - Member      |
| 3. Sen. Catherine Muyeka Mumma, MP         | - Member      |
| 4. Sen. Veronica W. Maina, MP              | - Member      |
| 5. Sen. Hamida Ali Kibwana, MP             | - Member      |

**SECRETARIAT**

- |                         |   |
|-------------------------|---|
| 1. Mr. Moses Kenyanchui | - Legal Counsel I                               |
| 2. Ms. Lynn Aseka       | - Clerk Assistant III ( <i>Taking Minutes</i> ) |
| 3. Ms. Angela Bonaya    | - Clerk Assistant III                           |
| 4. Mr. Jackson Matheshe | - Researcher III                                |
| 5. Mr. Josephat Ng'eno  | - Media Relations.                              |
| 6. Ms. Judith Aoka      | - Assistant Audio Officer                       |
| 7. Mr. Abdalla Mbore    | - Sergeant at Arms                              |

**IN ATTENDANCE (*see annexure 1*)**

- |                             |                    |
|-----------------------------|--------------------|
| 1. Mkupuo Network Awareness |                    |
| 2. Mr. Salim Suleiman       | - County Attorney  |
| 3. Mr. Kisia Mohammed       | - County Solicitor |

**MIN. NO. 203/2024**

**PRELIMINARIES**

The Vice Chairperson called the meeting to order at twenty-five minutes past nine O'clock and opened with a word of prayer. This was followed by a self-introductory session by the Members, Secretariat and the invited stakeholders.

**MIN. NO. 204/2024**

**ADOPTION OF THE AGENDA**

The agenda of the meeting was adopted having been proposed by Sen. Fatuma Adan Dullo, CBS, MP and seconded by Sen. Andrew Omtatah Okoiti, MP.

**MIN. NO. 205/2024**

**PETITION BY MKUPUO NETWORK AWARENESS  
REGARDING IMPLEMENTATION OF AN AWARD  
BY THE ENVIRONMENT AND LAND COURT FOR  
COMPENSATION AND RESETTLEMENT**

The Committee proceeded to receive testimonies and submissions from the members of the Mkupuo Network Awareness on the petition they submitted to Senate regarding implementation of an award by the environment and land court for compensation and resettlement.

The petitioners informed the Committee that –

- a) they submitted the Petition to the Senate after the Decree was issued on the 29<sup>th</sup> of August, 2023 that ordered compensation and relocation of genuine squatters to the appropriate excised portions on the said land and or any other land that would be identified within a period of twelve (12) months had not been implemented;
- b) the judgment noted the valuation of the land was assessed at Kshs. 170 million that is specific to Nikapu Village was not mentioned on the Decree;
- c) the Deputy County Commissioner (DCC), is the one who brought tracks to destroy their homes, trees and crops with fourteen (14) policemen present. The petitioners stated that they felt helpless at that time;
- d) they were forced out of their homes despite having their allotment letters of the properties;
- e) county government is on the said land but they do not help the petitioners in anyway. They went further and stated that there are five (5) polling stations on that land they do not understand who they were built for if they are being forcefully evicted;
- f) Ms. Kinyasi, claimed that they were notified that the land in question was being taken by the Kwale International Sugar Company Limited (KISCOL) in 2018. The government had given her 100 siblings of coconuts and cashew nuts that she planted using her own finances. The coconut trees and cashew nut trees were all destroyed together with 3,452 eucalyptus trees;
- g) Mr. Oscar Mugabe claimed that Ramsi Sugar Company closed down and the parcel of land 5056 in question was given to KISCOL. Mr. Mugabe stated he rightfully owned his land and that he was a watermelon farmer but he lost all that ; and
- h) The petitioners' prayer to the Committee was that this matter be dealt with urgency as per the court order. They prayed for compensation on their land, homes and crops. They further stated that they would want to farm on the same land and that compensation should be done through their lawyer.

Mr. Kisia the County Solicitor stated that he wished the County was involved in the matter at an earlier stage to allow them to be a part and give directions on the petition.

Mr. Salim, the County Attorney then said that the court had already pronounced itself and that the timelines have lapsed. He requested the Committee to work with the specific stakeholders to deliver on the court's judgment.

**MIN. NO. 206/2024**      **ADJOURNMENT**

The Chairperson adjourned the meeting at thirty minutes past twelve O'clock. The next meeting was scheduled to commence on the same day at two O'clock.



SIGNED: .....

DATE: 2/7/2024 .....



**13<sup>TH</sup> PARLIAMENT | 3<sup>RD</sup> SESSION**

**MINUTES OF THE 135<sup>TH</sup> SITTING OF THE STANDING COMMITTEE ON JUSTICE, LEGAL AFFAIRS AND HUMAN RIGHTS HELD ON TUESDAY, 21<sup>ST</sup> MAY, 2024 AT 8.00 A.M IN COMMITTEE ROOM 1, 1<sup>ST</sup> FLOOR, BUNGE TOWER BUILDING AND ON ZOOM ONLINE MEETING PLATFORM**

**PRESENT**

- |  |                                   |
|--|-----------------------------------|
| 1. Sen. Wakili Hillary Kiprotich Sigei, MP | - Chairperson ( <i>Chairing</i> ) |
| 2. Sen. Fatuma Adan Dullo, CBS, MP         | - Member                          |
| 3. Sen. Catherine Muyeka Mumma, MP         | - Member                          |
| 4. Sen. Veronica W. Maina, MP              | - Member                          |
| 5. Sen. Andrew Omtatah Okoiti, MP          | - Member                          |

**ABSENT WITH APOLOGY**

- |  |              |
|--|--------------|
| 1. Sen. Raphael Chimera Mwinzagu, MP       | - Vice-Chair |
| 2. Sen. William Cheptumo Kipkiror, CBS, MP | - Member     |
| 3. Sen. Hamida Ali Kibwana, MP             | - Member     |
| 4. Sen. Karen Njeri Nyamu, MP              | - Member     |

**SECRETARIAT**

- |                        |   |
|------------------------|---|
| 1. Ms. Lilian Waweru   | - Legal Counsel II                              |
| 2. Ms. Lynn Aseka      | - Clerk Assistant III ( <i>Taking Minutes</i> ) |
| 3. Ms. Angela Bonaya   | - Clerk Assistant III                           |
| 4. Mr. Josphat Ng'eno  | - Media Relations Officer III                   |
| 5. Ms. Judith Aoka     | - Assistant Audio Officer                       |
| 6. Mr. Abadallah Mbore | - Serjeant-At-Arms                              |
| 7. Ms. Marion Kibet    | - Attachee                                      |

**MIN. NO. 168/2024**

**PRELIMINARIES**

The Chairperson called the meeting to order at nine minutes past eight O'clock and opened with a word of prayer.

**MIN. NO. 169/2024**

**ADOPTION OF THE AGENDA**

The agenda of the meeting was adopted having been proposed by Sen. Catherine Muyeka Mumma, MP and seconded by Sen. Veronica W. Maina, MP.

**CONSIDERATION OF A PETITION BY MKUPUO  
NETWORK AWARENESS REGARDING  
IMPLEMENTATION OF AN AWARD BY THE  
ENVIRONMENT AND LAND COURT FOR  
COMPENSATION AND RESETTLEMENT**

The Committee commenced consideration of the petition by Mkupuo Network Awareness regarding implementation of an award by the Environment and Land Court for compensation and resettlement and was taken through Committee Paper No. 53 on the brief of the petition.

Following deliberations, the Committee observed that –

- a) the petitioner avers that sometime in 2008, the Cabinet Secretary, Ministry of Lands and Physical Planning and the Director of Land Adjudication and Settlement, Kwale, registered squatters in occupation of Ramisi Phase 1 Block 5056 with intention to settling them by processing and later issuing certificate of title. The squatters were then issued with Allotment Letters of the properties they occupied which upon compliance with terms contained therein, were to be issued with certificate of title. The squatters paid the stipulated fee of transactions to the 1<sup>st</sup> respondent, and were in return issued with receipts as a proof of payment;
- b) no certificates of title were issued to that effect by the Cabinet Secretary Ministry of Lands and Physical Planning;
- c) the petitioners alleged that the National Land Commission assisted by the government officials made several attempts to unlawfully enter and acquire the suit property, by destroying houses, farms, trees and livelihood without and form of compensation;
- d) Kwale International Sugar Company Ltd opposed the petition through the affidavit of its Head of Legal Services and Board Affairs; and
- e) The Cabinet Secretary Ministry of Lands and physical Planning, the Director of Land Adjudication and settlement Kwale and the Attorney General opposed the petition vide the affidavit by Purity Wanjiru Mwangi.

Consequently, the Committee noted the need to –

- a) seek clarity on the ownership of the Ramsi Phase 1 Block 5056 and the status of the petitioners as squatters;
- b) find out the status of resettlement of petitioners by the Cabinet Secretary Ministry of Lands and Physical Planning and the National Land Commission; and
- c) Seek the status of compensation of the petitioners.

Thereafter, the Committee resolved that letters be written to specific stakeholders inviting responses on the issues raised by the petitioners. Following which, the Committee would conduct a fact-finding visit to Kwale to establish and ascertain the veracity of issues raised by the petitioners.

**MIN. NO. 171/2024**

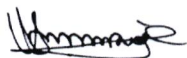
**ANY OTHER BUSINESS**

Members were informed of the upcoming Stakeholder meeting to receive and consider submissions on the Independent Electoral and Boundaries Commission (Amendment) Bill, 2024 (National Assembly Bills No.10 of 2024) scheduled for Friday, 24<sup>th</sup> May, 2024 and Saturday, 25<sup>th</sup> May, 2024 in Machakos County.

**MIN. NO. 172/2024**

**ADJOURNMENT**

The Chairperson adjourned the meeting at fifty-five minutes past eight O'clock. The next meeting was scheduled to be held on Wednesday, 22<sup>nd</sup> May, 2024 at eight O'clock.



**SIGNED:** .....

**DATE:** 29/5/2024 .....

***Annex 2: Copy of the  
Petition***

The Clerk of the Senate  
Parliament Buildings  
P.O. Box 41842 - 00100  
**NAIROBI**  
Email: [csenate@parliament.go.ke](mailto:csenate@parliament.go.ke)

**RE: PETITION TO THE SENATE CONCERNING IMPLEMENTATION OF AN  
AWARD BY THE ENVIRONMENT AND LAND COURT FOR  
COMPENSATION AND LAND RESETTLEMENT**

**We, the undersigned,**

Citizens of the Republic of Kenya, and residents of Kwale County

**DRAW the attention of the Senate to the following:**

1. That the Petitioners through Mkupuo Network Awareness, a non- partisan, community based organization duly registered under the Ministry of Labour, Social Security and Services which among other things promotes human rights in Kwale County by facilitating access to justice for those who have faced human rights violations, creating partnerships with key stakeholders, building capacities of communities to know their rights, lodged a claim against the Respondents named above as well as the Director of Land Adjudication and Settlement Kwale, Kwale International Sugar Company Limited and the Attorney General at the Environment and Land Court, Kwale. The Petition to the Environment and Land Court had the following prayers;
  - a) A declaration that members of the Petitioner are the lawful legitimate owners of the property known as Ramisi Phase I Block 5056 having been issued with allotment letters/letters of offer by the 1<sup>st</sup> Respondent and complying with the terms of the said letters of offer.
  - b) An order restraining the 3<sup>rd</sup> Respondent from trespassing, subdividing, selling, transferring, mortgaging, occupying, wasting, charging and/or dealing with the suit land in any manner whatsoever.
  - c) In the alternative and without prejudice to prayer (b), that the court issues a

**PETITION TO THE SENATE CONCERNING IMPLEMENTATION OF AN AWARD  
BY THE ENVIRONMENT AND LAND COURT FOR COMPENSATION  
AND LAND RESETTLEMENT**

mandatory injunction against the 3<sup>rd</sup> Respondent from trespassing, subdividing, selling, transferring, mortgaging, occupying, wasting, charging and/or dealing with the suit land in any manner whatsoever.

- d) This Honourable Court issues a declaration that the acts of the 3<sup>rd</sup> Respondent of unlawfully attempting to deprive the Petitioner the parcel of land Ramisi Phase I Block I 5056 in light of the above was without any legal basis, an act of illegality and unconstitutional and are liable to the Petitioners in compensation and/or damages for losses, for loss of use of land and for breach of their constitutional rights on such compensation as shall be assessed by the court.
- e) The Petitioners seek damages as against the 3<sup>rd</sup> Respondent for breach and/or violation of their rights to the properties and protection of the same.
- f) This Honourable Court issues an order directing the 1<sup>st</sup>, 2<sup>nd</sup>, 4<sup>th</sup> and 5<sup>th</sup> Respondents within 90 days of the court's judgment to perform their constitutional duties and forthwith issue certificates of title to members of the Petitioner who reside in Ramisi Phase 1 Block 5056 for them to resettle.
- g) This Honourable Court be pleased to issue an order that the 3<sup>rd</sup> Respondent bears the costs of this Petition.
- h) This Honourable Court be pleased to issue such further or other order(s) as it may deem just and expedient for the ends of justice.
2. That the substratum of the matter was about the unlawful demolition of housing structures and destruction of trees and crops by the Kwale International Sugar Company Ltd who had been issued with a lease to Ramisi Phase I Block 5056 which had also been allocated to members of the public and allotment letters issued.
3. That the public having had their property maliciously destroyed were displaced in the process and livelihoods destroyed without any form of compensation. The members of the Public had legitimate expectation from the government to be

**PETITION TO THE SENATE CONCERNING IMPLEMENTATION OF AN AWARD  
BY THE ENVIRONMENT AND LAND COURT FOR COMPENSATION  
AND LAND RESETTLEMENT**

---

issued with certificate of titles when they complied with the conditions set forth in the offer letters however this never materialized.

4. That the Petitioners aver that the National Government through the Ministry of Lands and Physical Planning had allocated or rather issued them with offer letters/allotment letters for plots they occupied in Ramisi Phase 1 Block 5056 which measures over 4500 acres in size and were anticipating receipt of certificates of titles after duly complying with the terms of the offer letters however this never happened.
5. That members of the Public have been in occupation of the above mentioned land since pre colonial times having inherited the same land from their fore fathers. The land identified as Ramisi Phase 1 Block 5056 was unallocated land and measures were put in place to settle the rightful owners in their ancestral land who at the time were referred to as squatters. Thus the reason why the government embarked on a settlement scheme which resulted in issuance of the offer letters to the squatters.
6. That Kwale International Sugar Company on the other hand forcefully entered into Ramisi Phase 1 Block 5056 with excavators, tractors, cranes and other machinery which were used to maliciously destroy properties of the squatters alleging they were the legitimate owners of the property after being issued with a lease by the government over the same subject property.
7. That On 27th January 2023, the Environment and Land Court, Kwale rendered a judgment in ELC PETITION CASE NO. 14 OF 2021 (Mkupuo Awareness VS Cabinet Secretary, Ministry of Lands, Public Works, Housing and Urban Developments and Others awarding the Petitioners compensatory sum as per page 88 of the *Report and Valuation for Ex-gratia Compensation* conducted by the government through the office of the 1<sup>st</sup> Respondent which was to the tune of Kenya Shillings One Hundred Seventy Million Only, along with land relocation of genuine squatters to the appropriate excised portions or any other land as shall be

**PETITION TO THE SENATE CONCERNING IMPLEMENTATION OF AN AWARD  
BY THE ENVIRONMENT AND LAND COURT FOR COMPENSATION  
AND LAND RESETTLEMENT**

---

further identified. The court granted a period of 12 months for the implementation of this decree, which duly expired on 27th January 2024.

8. That Despite the lapse of the stipulated timeframe and numerous reminders through official correspondence, the Cabinet Secretary of Ministry of Lands, Public Works, Housing and Urban Developments and the Chairman of the National Land Commission have failed to comply with the court's decree. This failure has caused undue hardship and suffering to the Petitioners, who continue to await the rightful compensation and resettlement promised by the court.
9. That the delay in the implementation of the court decree has caused significant distress and financial strain on the Petitioners. Many have been displaced or are living in precarious conditions awaiting the promised resolution. Urgent action is thus imperative to alleviate their suffering and uphold the rule of law.
10. That in light of the foregoing, we respectfully urge the Kenyan Senate Lands Committee to expedite the consideration of this Petition and take decisive action to ensure the prompt implementation of the court's decree. The Petitioners seek justice, fairness, and the fulfillment of their rightful entitlements as decreed by the honorable court.
11. That we have made the best efforts to have these matters addressed by the relevant authorities all of which have failed to give a satisfactory response.
12. That none of these issues raised in this Petition is pending in any court of law, constitutional or any other legal body.

**WHEREFORE, your humble Petitioners pray that:-**

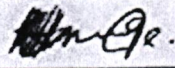
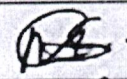
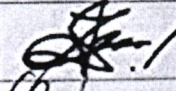
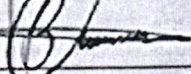
1. The senate intervenes and ensures prompt payment of the Compensatory Funds by the Respondents as per page 88 of the *Report and Valuation for Ex-gratia Compensation*, a sum of Kenya Shillings One Hundred Seventy Million Only through their legal representatives.
2. That since the above assessment was for one village (Nikaphu), the senate compels

**PETITION TO THE SENATE CONCERNING IMPLEMENTATION OF AN AWARD BY THE ENVIRONMENT AND LAND COURT FOR COMPENSATION AND LAND RESETTLEMENT.**

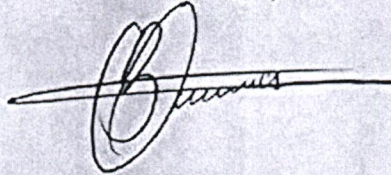
the Respondents to promptly clear the compensatory sum before embarking on a new valuation exercise of the remaining villages which were not included in the valuation report with the legal representatives of the Petitioners participating in the exercise for purposes of oversight until its logical conclusion.

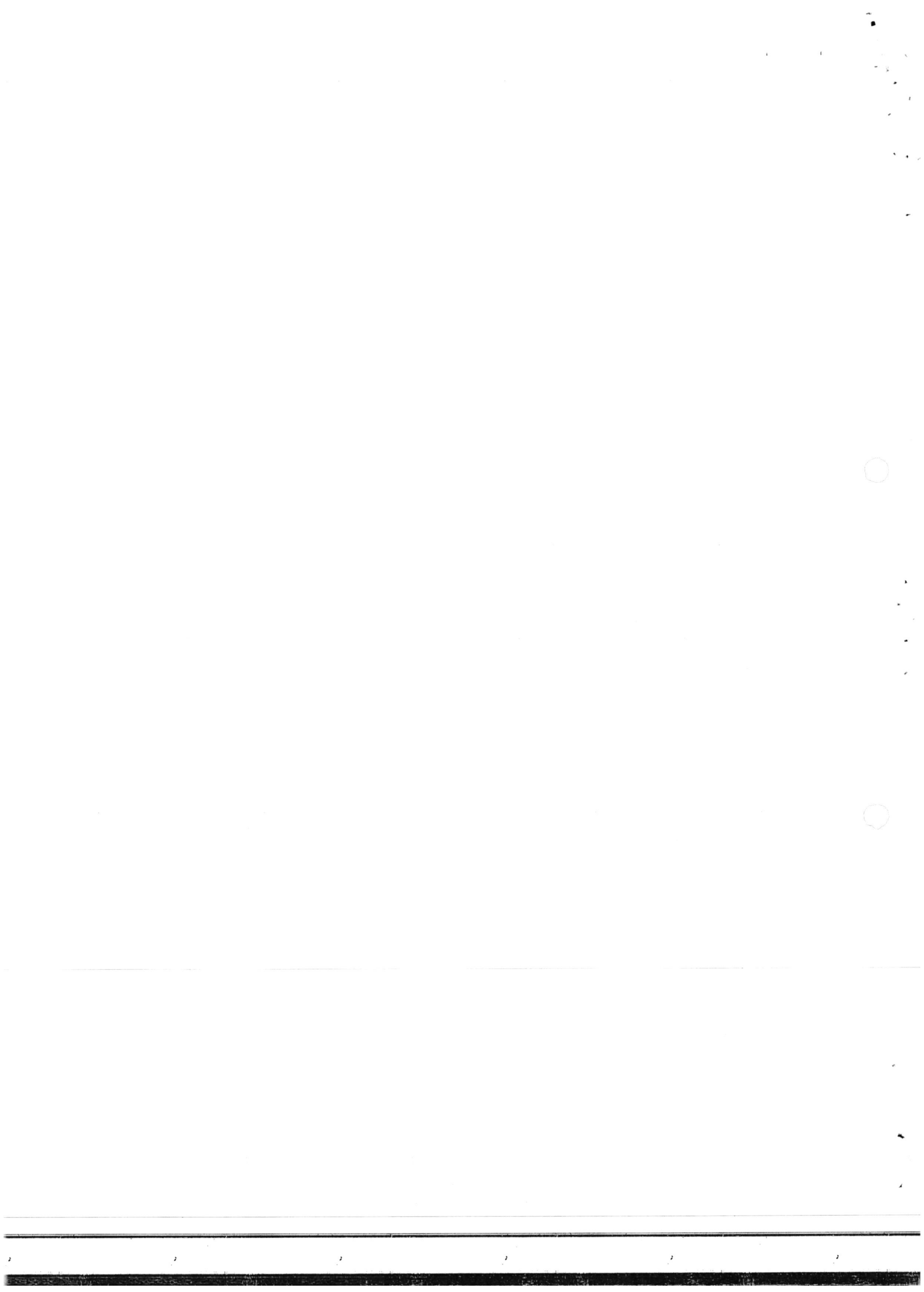
3. The senate intervenes and ensures prompt resettlement of the squatters affected as directed in the court's decree, providing the Petitioners with at least five acres each to match the size the government had previously allocated to them with the legal representatives of the Petitioners participating in each step for oversight purposes.

Dated this 1<sup>st</sup> day of March 2024

No	NAME	ADDRESS	I.D. No.	SIGNATURE
1	BAKARI HALIFAN MUNGE	94-80400	6727878	
2	MOHAMED SWALEHE KIRIAUTA	55-80404	21208422	
3	NICHOLAS ZANI	62629-0200	11460809	
4	ROBERT MATENDE	52162-00200 0712709930	28453503	

amadvocates@patawakili.com





***Annex 3: Judgment in  
Kwale ELC Petition No. 14  
of 2021: Mkupuo Network  
Awareness vs Cabinet  
Secretary, Ministry of  
Lands, Public Works,  
Housing and Urban  
Development & Others***

**REPUBLIC OF KENYA**  
**IN THE HIGH COURT OF KENYA AT KWALE**  
**ENVIRONMENT AND LAND COURT**  
**ELC PETITION NO.43 OF 2020**

MKUPUO NETWORK AWARENESS.....PETITIONER/APPLICANT

**AND**

CABINET SECRETARY MINISTRY OF LANDS

AND PHYSICAL PLANNING.....1<sup>ST</sup> RESPONDENT

THE DIRECTOR OF LAND ADJUDICATION

AND SETTLEMENT KWALE.....2<sup>ND</sup> RESPONDENT

KWALE INTERNATIONAL SUGAR COMPANY LTD.....3<sup>RD</sup> RESPONDENT

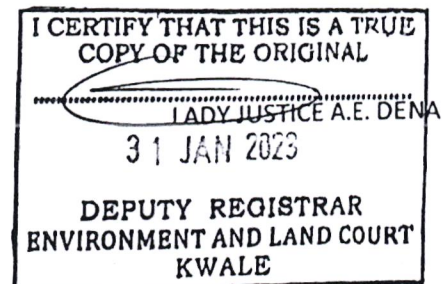
NATIONAL LAND COMMISSION.....4<sup>TH</sup> RESPONDENT

THE ATTORNEY GENERAL.....5<sup>TH</sup> RESPONDENT

**JUDGEMENT**

**INTRODUCTION**

1. This petition is said to have been precipitated by the 3<sup>rd</sup> respondent, Kwale International Sugar Company Ltd who is alleged to have trespassed into Ramisi Phase 1 Block 5056. Ramisi Phase 1 Block 5056((herein referred to as the suit property)) is said to have been allocated to members of the petitioner through letters of allotment whose terms they complied with. However, the petitioner claims that its members legitimate expectations of being allocated the same have been breached as no titles have been issued. That through the aforesaid trespass they were displaced and their properties were destroyed without compensation and resettlement.



### THE PARTIES

2. The petition was commenced by the petitioner on behalf of its members alleged to be residing in the Ramisi Phase 1 Block 5056. Mkupuo Network Awareness is described as a non-partisan Community Based Organization engaged in *inter-alia* promoting human rights and access to justice for residents of Kwale faced with the human rights violation.
3. The 1<sup>st</sup> respondent the Cabinet Secretary Ministry of Lands and Physical Planning is sued inter alia as the policy formulation entity and setting of standards on land in Kenya. The 2<sup>nd</sup> respondent is The Director of Land Adjudication and Settlement Kwale. The 4<sup>th</sup> and 5<sup>th</sup> respondents as sued as entities charged with advising the 1<sup>st</sup> respondent on matters surrounding land allocation and settlement schemes. The 3<sup>rd</sup> responded is sued as the entity that has unlawfully trespassed onto the Ramisi Phase 1 Block 5056 as explained earlier in the introduction to this judgment.

### THE PETITIONERS CASE

4. The petitioner's members case is as set out in the petition dated 4<sup>th</sup> December 2020 filed in court the same date. The Petitioners plead that the respondents have violated the petitioner's rights under articles 10(1) as it relates to national values; article 27(1-8) equality and freedom from discrimination, the right to human dignity under article 28, freedom and security of person article 29(d&f), right to privacy under article 31(a), right to property article 40 and right to fair administrative action under article 47(2) of the Constitution of Kenya 2010. The petitioner seeks the following prayers; -

- a) A declaration that members of the petitioner are the lawful legitimate owners of the property known as Ramisi Phase 1 Block 5056 having been issued with allotment letters/letters of offer by the 1<sup>st</sup> Respondent and complying with the terms of the said letters of offer.

- b) An order restraining the 3<sup>rd</sup> Respondent from trespassing, subdividing, selling, transferring, mortgaging, occupying, wasting, charging and/or dealing with the suit land in any manner whatsoever.
- c) In the alternative and without prejudice to prayer (b), that the court issues a mandatory injunction against the 3<sup>rd</sup> Respondent from trespassing, subdividing, selling, transferring, mortgaging, occupying, wasting, charging and/or dealing with the suit land in any manner whatsoever.
- d) This Honourable Court issues a declaration that the acts of the 3<sup>rd</sup> Respondent of unlawfully attempting to deprive the Petitioners the parcel of land Ramisi Phase 1 Block 5056 in light of the above was without any legal basis, an act of illegality and unconstitutional and are liable to the Petitioners in compensation and/or damages for losses, for loss of use of land and for breach of their constitutional rights on such compensation as shall be assessed by the court.
- e) The Petitioners seek damages as against the 3<sup>rd</sup> Respondent for breach and/or violation of their constitutional rights to the properties and protection of the same.
- f) This Honourable Court issues an order directing the 1<sup>st</sup>, 2<sup>nd</sup>, 4<sup>th</sup> and 5<sup>th</sup> Respondents within 90 days of the court's judgment to perform their constitutional duties and forthwith issue certificates of title to members of the petitioner who reside in Ramisi Phase 1 Block 5056 for them to resettle.
- g) This Honourable Court be pleased to issue such further or other order(s) as it may deem just and expedient for the ends of justice.

## THE CASE OF THE PARTIES

### The Petitioners Case

5. The petition is supported by the affidavits sworn on 4<sup>th</sup> December 2020 in support of the petition by **Bakari Halifani Munge** a member of the petitioner. In his affidavit Bakari deponed that he had consent and authority to institute the proceedings on behalf of the

members and annexed copies of signatures 'BHM2'. He averred that sometime in the year 2008 the 1<sup>st</sup> and 2<sup>nd</sup> Respondent carried out registration of the squatters who occupied Ramisi Phase 1 Block 5056 with a view to settling them by processing and later issuing certificates of title. They were then issued with Allotment Letters of the properties they occupied within the suit property which after compliance with the terms therein were to be issued with certificates of title. It is averred that members paid the fees as stipulated, made payments to the 1<sup>st</sup> Respondent and receipts issued and attached 'BMH3a and b' offer letters and receipts. He stated that to date no certificates of title have been issued instead trespassers like the 3<sup>rd</sup> respondents assisted by the government officials had taken advantage of the delay and were attempting to unlawfully acquire the suit property, he annexed photos of the status of the suit property 'BMH4'). It is stated that whenever the 3<sup>rd</sup> Respondent trespassed on the suit property they would destroy houses, farms, trees and livelihood without any form of compensation. That anytime they tried to seek justice they were intimidated and threatened with arrest.

6. It was further deponed that in 2019 the 4<sup>th</sup> respondent undertook a valuation for purposes of compensation for the losses. To date no compensation has been made and annexed copies of compensation forms issued BMH5. It is further stated that even if the petitioners were not rightfully entitled to the property they were entitled to notice to vacate from the 3<sup>rd</sup> Respondent and government agencies. It is averred that in 2019 the 4<sup>th</sup> Respondent undertook a valuation for purposes of compensation for the losses. To date no compensation has been made. Moreover, the 3<sup>rd</sup> Respondent was now planting sugar cane on the suit property destroying anything belonging to the petitioners in the process. Further that the 3<sup>rd</sup> respondents' actions had resulted into fear and tensions among the petitioners who have occupied the suit property over a long period of time including their forefathers and or ancestors.

7. The said Bakari Halifani Munge also swore a supplementary affidavit dated 15<sup>th</sup> April filed on 16<sup>th</sup> April 2021 in response to the 3<sup>rd</sup> respondents replying affidavit. He averred that the lease held by the 3<sup>rd</sup> respondent was illegally excised from the suit property. That LR 5056 formed part of the land that had already been set aside for settlement of the squatters and letters of offers issued through the 1<sup>st</sup> and 2<sup>nd</sup> respondents. That prior attempts by the 3<sup>rd</sup> respondent to acquire the land were stopped by the Cabinet Secretary Ministry of Interior. He explained that they did not have all the letters of offer for the entire scheme since most of them were still being held by the 2<sup>nd</sup> Respondent's office and annexed additional offer letters BHM1'. It is averred that options given in the 4<sup>th</sup> respondents letter dated 14<sup>th</sup> July 2017 on the resettlement of the squatters were ignored. To date there has been no official communication of the stoppage thus the continued legitimate expectations.
8. It was further deponed that blocks 5056/6, 5,4,3,2 and 1 were excised from block 5056 making them one and the same with the suit property. That the valuation report was misleading in showing compensation of Kshs.170 million and which was never received.
9. Apart from the supporting affidavit evidence the matter proceeded viva voce on 4<sup>th</sup> May 2022, 5<sup>th</sup> May 2022 and 25<sup>th</sup> May 2022.
10. PW1 was Bakari Halifani Munga a member of the petitioner and 60 years old. He testified that he together with his grandparents were born in the suit property which he was also familiar with and had lived in since then. That all the residents lived therein before independence. That he came to know of the 3<sup>rd</sup> respondent in 2008, during the laying of the foundation stone by the then late President Mwai Kibaki when he announced that those in plot 5056 would be allocated the land to benefit from it. His testimony was that in 2008 survey commenced where they were to be allocated 5 acres each, 3 acres for sugarcane as out growers, 2 acres for subsistence farming and half

acre for homesteads though not included in the 5 acres. After sometime they were issued with letters of offer which they paid for, issued with receipts with instructions to await the titles. That some members delayed in payment within the stipulated 90 days period as some letters were received late. He told the court they did not have all the copies of the letters of offer because members were being tossed around between Kwale and the chief.

11. That later in the year 2018 the Chairman of the 4<sup>th</sup> respondent informed them at a meeting of the revocation of the offers instead the land was allocated to the 3<sup>rd</sup> respondent who required 8000 additional acres for sugar cane growing and promised members would be compensated including for their trees. PW1 told the court that a valuation was later undertaken by the 3<sup>rd</sup> respondent but the compensation was never paid instead the 3<sup>rd</sup> respondent in June 2019 destroyed houses and trees on 200 acres. No assistance was forthcoming from the local administration until they sought help from Hon Raila Odinga who intervened through Fred Matiangi the CS Interior and the demolitions stopped. That in May 2020 the 3<sup>rd</sup> respondent entered the land again accompanied by the police and upon seeking help from the leadership they were advised to commence court action. He urged the court to give them titles like any other Kenyans as well as compensation for everything lost.
12. Cross examined by Mr. Omamo counsel for the 3<sup>rd</sup> respondent he stated he lived in Nikapu village since 1997. He admitted he was away for 19 years (1978 – 1997) but was aware of the happenings there. That the list presented was made of both residents and nonresidents of Nikapu. Some had died and some had not signed the list because of illiteracy including unavailability of ink for thumbprinting. He admitted he had no documentation to prove his grandfather lived in Ramisi and his only proof was the crops. He also did not have a letter of offer being among the people who were being tossed around but did not make a formal complaint. He confirmed there was a

designated committee representing the five villages who would give feedback but without minutes. That they didn't write to complain about the delay in issue of titles. That he was not affected by the 2019 invasion since it was in Kiranje and not Nikapu but he was affected in the 2<sup>nd</sup> raid. Those in Kiranje lived in tents rebuilt their houses with difficulty to date are surrounded by sugarcane plantations including himself. He admitted he had no medical reports for the injured and those who suffered heart conditions as a result of the invasion.

13. Upon cross examination by Mrs Njau state counsel he admitted his name wasn't in the list (BM1), the consent did not specify the reason for which it was being given, the list was not dated and denied it was the same list used in other cases. That the petitioner represents about 10,000 but the list had 261 names. Upon names being called out randomly only the individual listed in No.24 was present in court. He admitted he had no death certificates for his deceased grandfather who he testified was buried in Nikapu, no letters of administration and no photos for the graves. He conceded he had no written proof of the recalling of the balance of the letters of offer that were not produced but reiterated the receipts produced sufficed for their acceptance of the offers made and were a good sample size. He confirmed his valuation form wasn't part of the bundle and had no OB before court which he believed was with their lawyer.
14. Reexamined he reiterated the valuation was undertaken physically, signed whereupon a copy was provided to the residents who were asked to await the compensation funds which have never been paid.
15. PW2 was Bakaro Mwakarumo a resident of Nikapu whose testimony was that he was born in Nikapu where he found his grandfather and buried his parents in Nikapu. He informed the court that he knew the 3<sup>rd</sup> respondent as the people who entered his land destroyed crops, trees, cashewnuts, mangoes without compensation rendering him

very poor. That the demolition was without notice, they were threatened by police at gun point and had no information that the land belonged to the government. He prayed for a title and compensation and stated he was not ready to relocate.

16. Cross examined by Mr. Omamo he stated he was 80 years old and confirmed they were not offered any land including the said 5 acres. He stated his house was never torched and lived therein to date (Nikapu). He testified his ID was issued at pongwe mzizima. He confirmed he had brought no documentation to court but his main issue was hunger and school fees for his children. That he would have no problem relocating as long as he is compensated. He stated he was never given a letter of offer and reiterated he did not remember any offer for 5 acres.
17. PW3 was Ginorah Mwai Kinyasi a retired KPLC employee resident of Ramisi for 10 years. She testified she came to block 5056 in the year 2012 and bought 33 acres from the indigenous people who passed on to her their letters of allotment. The 3<sup>rd</sup> respondent invaded her land in Nkapu in 2021 destroying 3584 eucalyptus trees, 100 coconut trees, 100 modern cashewnut trees. She confirmed her name and particulars in No. 49 in the list. That she had a 3-year contract for Kshs. 107,520,00/= with KOMAZA for eucalyptus. She was to harvest in 2023 and earn Kshs. 35 million. That the rate was between Kshs 10-15000 for a fully-grown eucalyptus.
18. Upon cross examination by Mr. Omamo for the 3<sup>rd</sup> respondent she testified that she bought the land from 4 people on the strength of their allotments which had been fully paid for totaling 31.5 acres. She admitted she did not undertake due diligence before purchase but relied on relatives who knew the history of the land before 2012 though they didn't inform her the land was government land. She confirmed she wasn't present during demarcation but found beacons. She admitted three of her letters had not been paid for, one was half paid and that she was aware of the deadline. That according to her the land was community land as there was no government land under the

LADY JUSTICE A.E. DENA

constitution. She was not aware of the excision. She confirmed she had three houses one unfinished and were all intact. She admitted she had no valuation of the trees and photos thereof but knew the values through teachings by KOMAZA. She confirmed PW2 and PW1 were from Nikaphu. That the 5 villages were far apart but were all represented by the petitioner. That she tried to regularise her ownership but was told to wait by the adjudication office but had no proof of the follow up. She admitted that only titles proved ownership.

19. Cross examined by state counsel she conceded she had not presented certificate of postal search, power of attorney and letters from vendors to the land adjudication office authorizing her registration in lieu thereof. She didn't present her 33 acre outlay because she had not undertaken private survey. She didn't produce the agreement with Komaza and had no document to confirm the compensation, no county approvals for the houses because she didn't have title as had no utility bills.
20. With the above the petitioners closed their case.

### **RESPONSES BY THE RESPONDENTS**

#### **3<sup>rd</sup> Respondent Response**

21. The 3<sup>rd</sup> respondent opposed the petition through the affidavit of its Head of Legal Services & Board Affairs Mr. Benson Nzuka sworn on 4<sup>th</sup> February 2021 and filed on 8<sup>th</sup> February 2021. This affidavit was relied upon as his evidence in chief.
22. DW1 was the said Benson Nzuka Musili who in addition highlighted the history of sugar cane growing in Kwale since 1920. He testified that initially the crown allocated Kenya Sugar Limited parcels LR 5048,5056,12335, 5031,5009 and 12336 which they charged to Standard Bank Limited for various banking facilities to support operations. That upon

default in 1960 and receivership the operations were taken over by Associated Sugar Co. Limited who subsequently also charged the properties with Bank of India and also defaulted culminating into the bank exercising its statutory power of sale in 1990. That the 3<sup>rd</sup> respondents' promoters entered into an agreement with the bank and deposited USD 7 Million to acquire the parcels and retain control of the raw material but upon seeking Presidential consent as then required by law the government decided to intervene based on the 3<sup>rd</sup> respondent's business proposal as well as public interest opted to compulsorily acquire the land. He told the court that Notice of intention to acquire was published on 15/12/06 vide Gazette Notice no. 10327 inviting objections but none was raised. Parcels 5048, 12336 and 5009 were then consolidated to form LR 27742 measuring 6080 Ha. which was vested in the Permanent Secretary National Treasury and allocated to the 3<sup>rd</sup> respondent and the balance of the land remained vested in the treasury.

23. DW1 further testified sometime upon accessing the land in August 2008 the 3<sup>rd</sup> respondent faced challenges of encroachment by residents who claimed ancestral ownership and also overlap with lease to Base Titanium consuming 3000 acres of the allocated 6080 Ha and which could not suffice for purposes of the 3<sup>rd</sup> respondent's business proposal. The financiers raised concerns and upon approaching the government the 3<sup>rd</sup> respondent was allocated alternative parcels namely LR 5004/56 and LR 12335/4 measuring 3000 Ha to progress the project. However, vide a letter dated 14/7/2017 the Commissioner of lands directed that the said two parcels be surrendered which the 3<sup>rd</sup> respondent complied with and were left with the initial 3000Ha. He added upon consultations with the 4<sup>th</sup> respondent for compensation of the land that was surrendered and there being no objection by National Treasury the 3<sup>rd</sup> respondent was issued with a letter of allotment for LR 5056 measuring 1906 Ha and paid all the requisite fees. The same was leased from 99 years effective 1/06/2007.

That after this the 3<sup>rd</sup> respondents agreed with the 4<sup>th</sup> Respondent to excise from LR 5056, 200Ha and later a further 350 Ha. That upon excision the parcels were redistributed as per the villages and 3<sup>rd</sup> respondent issued with the title LR. 5056/6. Therefore, LR.5056 ceased to exist upon the said subdivision. He told the court that the settlement of the people on the ground was undertaken by the 4<sup>th</sup> respondent. That as per the search (see BN8) parcels 5056/1-5 comprise the villages. That by dint of section 26 of the Land Registration Act the registration of the 3<sup>rd</sup> respondent as proprietor of LR 5056/6 was prima facie and conclusive evidence of proprietorship to the land. That the 3<sup>rd</sup> respondent had a right to deal with the land in any way it wishes. That the petitioners did not have any proprietary interest since they did not have title to the same. That only 3 letters of allotment were supplied against 1000 claimants and out of which none had complied with outright purchase requirements and the same expired with their interests.

24. DW1 further told the court that the 3<sup>rd</sup> respondent has maintained peace in accessing its property without destruction to property or injury to residents and had not been subject to civil or criminal proceedings. That the land has been registered all along in other enterprises and was never ancestral land. That the 3<sup>rd</sup> respondent policy offered priority to local population in employment before the larger Kwale county. That the company had invested over USD 300 million and wisdom dictates peaceful existence with the local community. He pointed that the current occupation status of plot 5056/6 was 1200Ha accessed for sugar cane comprising 500 ha of fully matured crop ready for harvest, 500 Ha is cleared for planting and the petitioners were scattered in the remaining 300 Ha against the total 1554 Ha. He prayed that the petitioner's claims be dismissed with costs.

25. Cross examined by state counsel he told the court the squatters are scattered in 5056 including the excised portions and there were areas the 3<sup>rd</sup> respondent cannot occupy

I CERTIFY THAT THIS IS A TRUE  
COPY OF THE ORIGINAL  
.....LADY JUSTICE A.E. DENA  
31 JAN 2023  
DEPUTY REGISTRAR  
ENVIRONMENT AND LAND COURT  
KWALE

because of them. He confirmed availability of title for one excised portion pointing the rest could be held in trust by the National treasury. That similar issues were raised previous case where Justice Sila Munyao found in favor of the 3<sup>rd</sup> respondent. On being referred to paragraph 10 in the affidavit of Purity Mwangi filed on 4/5/22 he reiterated that as at the time of filing the petition plot 5056 did not exist since it was excised and became 5056/6.

26. Cross examined by Mr. Matende for the petitioners he testified the 3<sup>rd</sup> respondent acquired lease for 5056 in September 2017 which he clarified in reexamination that the lease for 5056 dated 11/11/2017 was annexed in the affidavit of Purity Mwangi. Though he conceded there was backdating of the lease to 2007 he stated the date of registration is not necessarily the commencement date. He admitted that while the term was for 99 years from 1/6/20 the seal is affixed on 26/8/2019. He confirmed the excision exercise took about 10 days to complete. Referring to the valuation report dated 8/3/2019 (pg 88) prepared by the 3<sup>rd</sup> respondent he conceded it confirmed there were people in the land who must have participated in the valuation process.
27. Reexamined he stated that the lease 27742 was dated 1/6/2007 and the dates had to correspond with that of 5056/6 adding to the 99 years at the end of the lease. That it took a period of 6 years before the 3<sup>rd</sup> respondent was issued with LR 5056. That the excision took longer than the 10 days because of the excision of the 200 Ha considering notification of ground mapping was 9 months (BN3) and that title was issued in August 2019. He pointed that the duty to compensate lay with the government since the 3<sup>rd</sup> respondent was a private entity. That they consented to excision of extra land to protect the interests of the squatters. That the deed plan gives the size of the land as 1519 Ha a difference of 35 Ha representing public roads curved out of the acreage.
28. With the above the 3<sup>rd</sup> respondent closed its case.

### 1, 2, and 5<sup>th</sup> Respondnet Case

29. The 1<sup>st</sup> 2<sup>nd</sup> and 5<sup>th</sup> respondents opposed the petition vide the affidavit sworn by Purity Wanjiru Mwangi on 29<sup>th</sup> April 2022 and filed on 5/5/2022. The affidavit set out in paragraph 4- 9 the process of creation of a settlement scheme under the regime of the repealed Land Adjudication Act cap 284 and Agriculture Act 318(for purposes of setting apart) culminating into issue of letters of offer by the Director of settlement to the beneficiaries with conditions which upon being satisfied end up with issuance of title by the land registrar. She avers that the petitioners did not communicate any acceptance of the offer, no proof of submission of application for allocation of the alleged suit property to the NLC as envisaged under Sec. 12 of the Land Act and attendant 2017 regulations.
30. She deponed that the suit was anchored on a nonexistent property Kwale Ramisi Phase 1 BLK 5056 therefore null and void *abinitio*. That plot LR 5056/6 is government land lawfully leased to the 3<sup>rd</sup> respondent by the 1<sup>st</sup> respondent and always occupied by them operating the sugar factory. The lease was to protect the land from being acquired should KISCOL default on a loan currently standing at Kshs.230.7 million since it supports over 10,000 residents including the petitioners who benefit directly and indirectly. That the petitioners were not entitled to the reliefs sought since the offers issued on 16/06/2008 lapsed by dint of effluxion of time after 90 days that is on 15/08/2008. She further averred that KISCOL agreed with National Treasury to lease 6072 Ha for sugar cane farming but 1000Ha leased to them was claimed by Base Titanium and 2355 was covered by squatters. That subsequently they were compensated with LR 5004/86 (957 Ha), LR. 12335/4 (2063.3 Ha) which were again found to be heavily infested with squatters and they were asked to surrender them back which they did. It is after this that they were compensated with LR.No. 5056 (1916.18Ha) vide letter of allotment ref. 31518/11/149 dated 18/8/2016 culminating to

a lease dated 11/9/2017 upon payment of requisite fees. The lease was less Kanana shopping center (100 Ha). That though the letters of offer were issued in 16/6/2008, the settlement scheme was found to have overlapped on the KISCOL land (5056).

31. It is additionally deponed that similar issues were raised in Mombasa HCC No. 65 of 2011 involving LR. No. 50004/30/R, LR.No. 12336, 277742 occupied by KISCOL where the court dismissed the petitioners claims therein that they were the indigenous owners of the parcels.
32. DW 2 was the said Purity Wanjiru Mwangi Assistant Director of Land Adjudication & Settlement who testified on behalf of the 1<sup>st</sup> 2<sup>nd</sup> and 5<sup>th</sup> respondents and adopted the contents of her affidavit as her evidence in chief. In her oral testimony she in addition told the court that the scheme was suspended when it was discovered that there were 4000 squatters on the ground pending re-survey, re-planning and reverification. At this point 800 letters of offer had issued including those at Base titanium (nguluku and maumba). That the offerees paid to SFT but there were no letters of acceptance. That there was no individual parcellation because by the time they were to undertake the same the numbers had ballooned and the scheme stalled. She told the court that a letter of offer was only an offer until title was issued. She proposed that future settlement should be undertaken elsewhere and not in the suit property. She produced the bundle of documents in PN1 as her exhibits.
33. Upon cross examination by Mr. Matende she stated they relied on the committee on the ground to get the squatter numbers and did not undertake actual census. She stated that there was no formal communication to the squatters informing them of the suspension of the program and collections did not stop because there was intention to settle them elsewhere. That the decision to cancel the program was made in 2014 but with intent to resurvey, re-plan and that there was available 3 blocks the squatters can be settled. Cross examined by Prof Ojienda for 3<sup>rd</sup> respondent she stated she was not

aware of any letters of offer issued after the lease to 3<sup>rd</sup> respondent. She reaffirmed that letters of offer were not allotment letters. Parcels 5056/1-5 did not belong to KISCOL. She reiterated that the GoK still had plans to resettle the squatters on other parcels.

34. With the above the 1<sup>st</sup> 2<sup>nd</sup> and 5<sup>th</sup> respondents closed their case.

**Response 4<sup>th</sup> Respondents**

35. The 4<sup>th</sup> respondent opposed the petition through the replying affidavit sworn by Samuel Odari its Director Land Rights Monitoring filed on 24/02/2022. He deponed that the letters of offer were issued before the Commission was operationalized and could not have undertaken any advisory role on settlement of squatters then. That squatters can be resettled anywhere in Kenya by the Settlement Fund Board (see section 134-5 of Land Act 2012) within the discretion of the government and not necessarily Ramisi Phase 1 BLK 5056. That under Section 30 of the Land Registration Act the issuance of titles is within the mandate of the Ministry of Lands and not the Commission.
36. DW3 was the said Samuel Odari who informed the court he was land Adjudication & Settlement Officer employed by the 4<sup>th</sup> respondent since 2014. He adopted the replying affidavit as his evidence in chief. On cross examination he testified *inter alia* that since GOK was the one acquiring the land for settlement of squatters it was the one to compensate. He conceded that the letter dated 14/7/2017 was signed by Ms. Njamweya whom he worked under. He reaffirmed that an offer is not an allotment and could be accepted or rejected and could still be recalled for other strategic uses. Only the Board of trustees could commit the GoK and not letter by NLC (14/7/2017). He asserted his vast experience.

### **SUBMISSIONS OF THE PARTIES**

37. The parties filed final written submissions in support of their cases. The petitioners filed theirs on 6/09/2022 and the 3<sup>rd</sup> respondents on 23/09/22. Parties were given an opportunity for oral submissions when the petitioners fully relied on their written submissions while the 3<sup>rd</sup> respondent highlighted orally. The rest of the parties did not file submissions.

### **Petitioners Submissions**

38. The petitioners submitted that the actions of the 1<sup>st</sup> Respondent of issuing letters of offer and accepting payments for the said parcels of land it intended to settle the petitioners in created a legitimate expectation and that the 1<sup>st</sup> Respondent violated their right to legitimate expectation. That the petitioners were denied fair administrative action when the 1<sup>st</sup>, 2<sup>nd</sup>, 4<sup>th</sup> and 5<sup>th</sup> Respondents decided not to complete the settlement scheme they had embarked on in the year 2008. The Petitioners are of the opinion that the lease held by the 3<sup>rd</sup> Respondent was acquired illegally, unprocedurally or through a corrupt scheme including its unexplained backdating. That the destruction and forceful eviction of the Petitioners from their ancestral land was and is an illegal act in the absence of a court order directing that the Petitioners be evicted. The Petitioners claim that Article 40 of the Constitution was violated. This court was invited to exercise its jurisdiction by rectifying the records held by the 3<sup>rd</sup> Respondent as per Section 80 of the Land Registration Act, 2012 the same having been acquired illegally.

### **3<sup>rd</sup> Respondents Submissions**

39. The 3<sup>rd</sup> respondent submissions were that the merit of the petition is fully diminished for want of subject matter since the property Ramisi Phase 1 Block 5056 ceased to exist after the excision process that was meant to create land for resettlement of squatters. That this being the case there cannot be trespass. That the petitioners had

no proprietary interest in the suit property having failed to produce ownership documents as against the title issued to the 3<sup>rd</sup> respondent and who by dint of section 26 of the Land Registration Act held the same as absolute owner except where fraud is proved in its acquisition and which was not. That letters of allotment were not proof of ownership. It was urged that the 3<sup>rd</sup> respondents as private owners of land have no mandate of resettlement of squatters the role being solely on the Ministry of Land and Physical Planning and the National Land Commission. That the petitioners failed to prove that they have a constitutional right which was violated capable of being compensated.

#### **ANALYSIS AND DETERMINATION**

40. Before I embark on identifying the issues, DW1 testified during cross examination that similar issues were canvassed in Constitutional Petition No. 18(sic) of 2019 where Justice Sila Munyao found in favor of the 3<sup>rd</sup> respondent. DW2 also alluded to the same but in a suit that she stated was filed sometime in the year 2011 though. Mr Matende doesn't appear to have taken up the issue in his submissions, neither did the 3<sup>rd</sup> respondent. Let me observe that this was not pleaded ab initio but since it emerged I find it necessary to render myself on the same as a preliminary issue. My search on the Kenya Law Reports portal yielded Constitutional Petition No.8 of 2019 which was formerly Mombasa High Court Constitutional Petition No. 65 of 2011 which clarifies the 2011 citation given by DW2. The petitioners were **Said Omar Mwituu & 5 Others (Suing on their own behalf and on behalf of 610 residents of Mabatani, Nyumba Sita, Vidziani, Gonjora, Fahamuni, and Kigwede area – Msambweni – Kwale County) against Kwale International Sugar Co. Limited, County Council Of Kwale, District Land Registrar – Kwale, The Senior Registrar Of Titles, The Commissioner Of Lands And The Permanent Secretary To The Treasury Of Kenya.** I have read the judgement rendered by my brother in January 2022. Bearing in

mind the criteria stipulated in section 7 of the Civil Procedure Rules and related case precedents and without getting into much detail I formed the opinion that the present suit is not resjudicata the previous petition for the reasons that the present petition largely touched on Nikapu village, there were now letters of offer that were the substratum of the claim including the issue of legitimate expectation attached to them and other new emerging developments that required to be considered for the ends of justice to be met. This therefore settles this issue.

41. I have considered the petition and the documents in support thereto, the responses in opposition to the petition, the oral testimonies led in court and the rival submissions filed. The following issues stand out for determination; -

- 1) Whether the petitioners are entitled to the property known as Ramisi Phase 1 Block 5056
- 2) Whether the 3<sup>rd</sup> respondents title should be impugned on grounds of fraud or misrepresentation
- 3) Whether the petitioners suffered loss and damage arising out of the respondent's actions
- 4) Whether the Petitioner is entitled to the prayers sought in the petition
- 5) Who should bear the costs of this petition.

**Whether the petitioners are entitled to the property known as Ramisi Phase 1 Block 5056**

42. The petitioner's lay claim over the suit property from two perspectives. Firstly, that the suit property Ramisi Phase 1 5056 was ancestral land where their forefathers lived and where they were born and bred by their fathers. Secondly on the basis of letters of allotment/offer which were issued, paid for but which never culminated into the

issuance of titles to them. I will first deal with the latter which seems to form the predominant ground upon which the petitioners claim the suit property.

43. PW1 evidence that the letters of offer were issued following the former president Kibaki visit and promise to allocate 5 acres each to the residents. This was the 1<sup>st</sup> time he came to know about KISCOL, the 3<sup>rd</sup> Respondent. The 1<sup>st</sup> and 2<sup>nd</sup> Respondent then carried out squatter registration in Ramisi Phase 1 Block 5056. In his bundle i counted at least 14 samples of the offers all dated 16/06/2008 signed by B.O. Okungo Director of Land Adjudication and Settlement They were then issued with the offers herein but despite payment no titles were issued. (see 'BMH3a & b and BMH1) I saw four receipts for plots 127, 367 and 302 to the vote of SFT. From my review of the evidence adduced and oral testimonies it is evident that the letter offers were issued which was confirmed by DW3 Samuel Odari who testified in cross-examination that before employment by the 4<sup>th</sup> respondent he worked in Kwale between 2002- 2008 and he was the adjudication officer during the issuance of the letters of offer and confirmed there was a record of the allottees' totaling around 900 except that the record encompassed all the blocks not just plot 5056. This was also repeated by DW2 save for a figure of 800 letters of offer.
44. It is the petitioner's case that they had a legitimate expectation after the payments they made that they would be issued with titles but this never came to fruition. It is indeed confirmed through the testimony of two respondents' witnesses that the scheme was suspended in 2014 mainly for the reasons that the numbers of squatters ballooned necessitating resurvey and re- planning. There is therefore no doubt that a scheme was established, letters of offer issued but no titles were issued.
45. The petitioner on behalf of its members now crave a declaration that its members are the lawful legitimate owners of the property known as Ramisi Phase 1 Block 5056

having been issued with the said allotment letters/letters of offer by the 1<sup>st</sup> Respondent and complying with the terms of the said letters of offer. Going by the way this prayer is drafted I was inclined to address the legal implications of the letters of offer issued. DW2 Purity Wanjiru Mwangi explained in her replying affidavit the process of creation of a settlement scheme and according to her the petitioners did not meet the conditions by accepting the offers or even completing payments. But PW1 in cross examination reiterated that the payments sufficed for acceptance and expiration does not arise because some were received post the 90 days given in the letter of offer, paid for and the fees accepted. My reading of the said letter of offer herein clearly state it was an offer by the government through the Settlement Fund Trustee and gives a requirement to the offeree to visit the District Land Adjudication & Settlement officer Kwale District to *inter alia* be issued with a letter confirming this before documentation. It was incumbent upon the petitioners to prove compliance to the conditions set. I have already analyzed what was placed before the court. Only three payment receipts were presented and some did not depict the full payment. Counsel for the petitioners referred this court to the case of Nancy Wanjiru Kunyiha v Samuel Njoroge Kamau [2018] where the court found in favour of the plaintiff for the estate of her husband who had been issued with letters of allotment and fully complied but title was issued to the defendant. I read the entire judgement of my brother Munyao J and to me the facts of the said case can be distinguished with the present suit for reason that the government officials who are said to have issued the title and documents to the defendant denied ever issuing the same. The facts are not applicable to the present petition.

46. The court of appeal in the case of Joseph N.K. Arap Ng'ok v Moijo Ole Keiwua & 4 others [1997] eKLR stated thus; -

*.....Mr. Otiemo-Kajwang who appeared for the applicant argued that the approval by H.E. the President amounted to his client obtaining the title to the suit property. This argument, of course, cannot stand. It is trite that such title to landed property can only come into existence after issuance of letter of allotment, meeting the conditions stated in such letter and actual issuance thereafter of title document pursuant to provisions in the Act under which the property is held.*

The above dictum is applicable in my view to the present case. It is also not in dispute that titles were not issued as the scheme was not concluded. It is therefore my finding that the letters of offer did not confer ownership or proprietorship to the offerees.

47. Before I get into the petitioners claim over the suit property by dint of legitimate expectation I find it necessary to exhaust the petitioners claim that the is suit ancestral land. PW1 and PW2 both testified that their grandfathers lived on the land and they too were born on the land. From the evidence adduced by these witnesses nothing significant or any cogent evidence was placed before this court to demonstrate the connection of the suit land with their ancestors and or forefathers. The photos displayed were admitted during cross-examination to have meant or shown nothing in terms of ancestry. Even PW2 had nothing to present to court about his grandfather's roots to the property infact he stated during cross examination that to him all land belonged to the government and he would have no problem relocating as long as he is given a piece of land and compensation. The evidence of Mr. Benson Nzuki was not controverted giving the history of sugar cane farming spanning since 1920 by Kenya Sugar Limited who were allocated several parcels by the crown among which was LR 5056 the parcel in dispute herein. It is noteworthy from the supporting affidavit of PW1 the narrative starts in 2008 when he states the 1<sup>st</sup> respondent undertook a squatter verification exercise. It does not start with ancestry. Further according to the evidence of Mr Benson Nzuki on behalf of the 3<sup>rd</sup> respondent, as early as 1990 before

the letters of offer were issued and when the bank of India was to exercise the statutory power of sale the 3<sup>rd</sup> respondents' promoters were already in situ negotiating with the bank of India. In any event the petitioners refer to themselves as squatters in their pleadings and which is also confirmed by the respondents and all the government agencies documents produced herein as evidence including the very letters of offer presented by the petitioners. As per the copies of Letters of Offer presented in court I note that the Ramisi Phase 1 Scheme was created for purposes of settlement of squatters under the Settlement Fund Trustees it cannot therefore have been trust land to settle natives. The land was according to the history given by Mr. Nzuki land previously leased to private entities since 1920 which the government compulsorily acquired sometime in 1990. Infact this history was narrated, elaborated and supported with documents by Mr. the same witness Mr. Nzuki and accepted by the Court in Constitutional Petition No.8 of 2019. It is no wonder that the term squatters has been used with acquiescence of the petitioners and this further emboldens the failure by the petitioners to prove that the land was ancestral land. To me the ancestral claims were just but an afterthought and which have not been proved to the required threshold.

48. Let me further state that even if the petitioners presented evidence to show occupation by their forefathers this did not grant them proprietary interest in the suit property. Many court decided cases in our jurisdiction have taken this trend see Henry Wambega & 733 Others Vs. Attorney General & 9 Others (2020) eKLR, Robinson Nalengeyo Ole Torome & 7 Others Vs Kedong Ranch Limited & 3 Others (2021), Federation of Women Lawyers (FIDA Kenya) & 4 Others Vs. The Attorney General & 2 Others (2016) eKLR and Charo Kazungu Matsere & 273 Others Vs. Kencent Holdings Limited & Another (2012) eKLR.

49. Up to this point therefore the petitioners in view of the foregoing have not demonstrated any right over the suit property which can be protected. They are in occupation of the

suit property as squatters. The Court of Appeal in the case of Nelson Kazungu Chai & 9 Others Vs. Pwani University (2017) eKLR quoting from Blacks Law Dictionary, 9<sup>th</sup> Edition defined a squatter as 'a person who settles on property without any legal claim or title'. It is trite that for the petitioner to claim a breach of fundamental rights they must establish the right of ownership over the suit property and having failed to so demonstrate then article 40 was not available for their protection.

50. The above then takes me to the limb of legitimate expectation and upon which a lot of emphasis has been placed by the petitioners and a key ground upon which this petition is anchored. The petitioners submitted that the actions of the 1<sup>st</sup> Respondent of issuing letters of offer and accepting payments for the said parcels of land it intended to settle the petitioners created a legitimate expectation which right was violated. I hear the petitioners to be stating that the government cannot be seen to renege on the offers given which signified the intention to settle the squatters. It is the petitioner's case that indeed this created a legitimate expectation which must be met. I'm aware of the attributes of a legitimate expectation as discussed and set out at length in the cases of Republic v Principle Secretary, Ministry of Transport, Housing and Urban Development Ex parte Soweto Residents Forum CBO [2019] eKLR and Fanikiwa Limited v Sirikwa Squatters Group & 17 others (Civil Appeal 45 & 44 of 2017 (Consolidated)) [2022] KECA 1286 (KLR) (18 November 2022) (Judgment) Neutral citation: [2022] KECA 1286 (KLR) and Communication Commission of Kenya & 5 Others v. Royal Media Services & 5 Others. Also see Nelson Kazungu Chai & 9 Others Vs. Pwani University (2017) eKLR. I identified several principles namely Whether the administrator's actions created a reasonable expectation in the mind of the aggrieved party. This has both an objective and a subjective dimension; The representation itself must be precise, clear and specific and importantly, lawful; There cannot be legitimate expectation against the clear provisions of a statute. It must have

been lawful for the decision-maker to make such representation; Whether that expectation is legitimate and capable of enforcement? Whether there are any public interest considerations which outweigh the individual's expectation and finally if the decision being challenged was illegal, irrational, or un-procedural to warrant disturbance by the court.

51. Applying some of the above principles to the current case I also cautioned myself that every case must be decided on its merits and there can be no one jacket fits all. I note that the decision that is being impugned is the decision to stop the scheme and to allocate the land to the 3<sup>rd</sup> respondent. What is clear in the entire proceedings is the government recognition of the presence of KISCOL within suit the property by dint of having taken over the initial sugar cane operations from the previous entity. The government resolve to ensure the 3<sup>rd</sup> respondent activities did not close but continued for the sake of the public and investments made is also evident. Reasons were stated by DW2 Purity Mwangi of realization of overlaps of the intended titles with the land that was meant to progress the 3<sup>rd</sup> respondents' operations. I posed the question whether it was irrational to suspend or stop the settlement scheme because of an overlap considering it is trite law there cannot be two titles over the same piece of land. Again would it be deemed irrational to suspend or stop the settlement for purposes of going back to the drawing board for re-resurvey and planning. Again would a decision be deemed irrational for a government to support a project with over USD 300 million investment deployed which project would be of more benefit if left to flourish for both the immediate local community and the benefit for the wider county of Kwale and the public interest. My answer would be to find nothing wrong with the decision reached.
52. In addition from my review of the material placed before me, I noted there were ongoing engagements between the 3<sup>rd</sup> Respondents and government agencies on the

the National Land Commission when they were informed that the scheme had been stopped but they would be compensated. Again the report and valuation for ex-gratia compensation (BN8 pages 88-89) reveals that the report covered all the villages including Nikapu and the people on the ground were involved. This is again confirmed at paragraph 7 of PW1 supplementary affidavit where he refers to the letter dated 14/7/2017 about the options given to the 3<sup>rd</sup> respondent which he alleges to have been ignored. In view of this can the members of the petitioners come almost 12 years later and claim what was offered in the year 2008 under the guise of legitimate expectation? In my view no, they are estopped. What the members of the petitioners should focus on is the negotiations that had begun spearheaded by the 4<sup>th</sup> Respondent and rightly so which I will expound later in this judgement

54. I will at this point lay to rest the petitioners contention that the allocation of the LR 5056/6 is fraudulent and whether it should be impeached. The 3<sup>rd</sup> respondents' case is that they are the ones who have proprietary interest in the land as they hold title. DW1 Benson Nzuki gave the history of the property to the 1990 when the government had to step in to compulsorily acquire the land based on the 3<sup>rd</sup> respondents' business proposal as well as public interest. The court was told that indeed that Notice of intention to acquire was published on 15/12/06 vide Gazette Notice no. 10327 inviting objections but none was raised. This evidence was not controverted. As proof the 3<sup>rd</sup> respondent exhibited Letter of allotment dated 18/8/2016 – BN1; Lease and certificate of title issued to 3<sup>rd</sup> respondents – BN1, letter 14/7/2017 from NLC to 3<sup>rd</sup> respondent excision of 200Ha - BN2; letter by 3<sup>rd</sup> respondent dated 18/07/19 giving 351Ha – BN23; Correspondence between 3<sup>rd</sup> respondent and relevant GoK authorities; Certificate of title issued on 29/08/2019 to 3<sup>rd</sup> respondent for 5056/6- BN5. Purity Mwangi also corroborated the ownership. Her evidence was that plot LR 5056/6 is government land lawfully leased to the 3<sup>rd</sup> respondent by the 1<sup>st</sup> respondent and always occupied by

allocation of alternative land for compensation for land they had to surrender earlier to M/s Base Titanium. At the same time there were also engagements on the issue of squatter resettlement between the 1<sup>st</sup>, 3<sup>rd</sup> and 4<sup>th</sup> respondents. I note that vide a letter dated 14/07/2017 the 4<sup>th</sup> Respondent recognizes the need to address the various squatter issues affecting smooth running of the land under cane and was negotiating with the representatives of the squatters on some proposed three options and this is rightly so as per their mandate. Evidence was placed before this court by the 3<sup>rd</sup> respondent of how they were asked to surrender their title culminating to the excision of land for resettlement of squatters, see Letter dated 11/7/2019 from Kwale Sugar International Sugar Company Limited to PS Ministry of Lands - consent to excise, Letter dated 18/07/2019 to walker Kontos by Ministry of Lands on excision of 351.03 Ha undertaking only to excise the 351.03 and title for the remainder to reissue to Kwale Sugar International Sugar Company Limited. Evidence was led of how the excision was planned into 5 villages where it was shown that indeed LR 5056/6 doesn't comprise the 351 Ha that was excised for squatter settlement. Infact Nikapu village is allocated 100 acres for this purpose.

53. The above therefore shows that the resettlement agenda has been active or under discussions notwithstanding the failure to progress the titles under the letters of offer. It is also clear that in the intervening period even the squatters were engaging through their representatives for resettlement. A look at the letter dated 14/07/2017 states '*The National Land Commission has identified LR 5056- 1917.06 ha (4737 acres) as alternative land to pieces surrendered by your company as part of Ramisi II and III Settlement schemes.*'. It would appear to me then the petitioner's representatives had entered into negotiations willingly for alternative settlement other than what was given in the letters of offer. This is further confirmed through the evidence of PW1 who informed this court of a meeting convened in the year 2018 by the then Chairman of

were excised for example the lease for Kanana was presented on 18/9/19 and backdated to 1/6/2007 (see lease bundle BN4 pg 19). This shows the good will and good faith on the part of the government otherwise Kanana's lease would have commenced in 2019 if at all there was fraud or bad intention. It is my finding that the petitioners have not discharged the burden proof as the petition only raised allegations without providing evidence of fraud, illegality or corruption in the acquisition of property by the 3<sup>rd</sup> respondent and I see no basis for impeaching the title.

**Whether the petitioners suffered loss and damage arising out of the respondent's actions**

56. I will be very brief on this issue. The petitioners allege that its members suffered damages when their crops were destroyed by the 3<sup>rd</sup> respondents. There was no evidence adduced to support this claim. Pictures were produced of bulldozers in the farms but there was nothing specific attaching these bulldozers to anyone's crops or houses and what was specifically destroyed. This goes for PW4 whose evidence was that she lost eucalyptus trees valued at Kshs. 35 million for which she did not produce any expert report on how these values were arrived at. I find that this limb was not proved to the required standard.

57. I now revisit the issue of the engagements that have been ongoing with regard to the resettlement of squatters. DW2 Purity Mwangi told the court there was still an intention to settle the people and there was available some blocks to resettle the squatters and that this was the reason that the government never stopped collecting the fees on the offers and that there was still available three blocks to settle the squatters. The 3<sup>rd</sup> respondents demonstrated how the excision was undertaken for settlement of squatters under five villages Nikapu included. As recently as March 2021 in the report dated 26/3/2021 titled NDTIC Brief on the Site Visit undertaken on 21/3/21 at page 11

them operating the sugar factory. She produced as exhibits Certificate of Postal /search as on 17/5/2019, Letter of Allotment LR.No.5056 North of Shimoni Kwale County dated 18/08/2016, Lease for LR.No.5056 to Kwale International Sugar Company Limited dated 11/09/2017, Letter dated 11/7/2019 from Kwale Sugar International Sugar Company Limited to PS Ministry of Lands - consent to excise and Letter dated 18/07/2019 to walker Kontos by Ministry of Lands on excision of 351.03 Ha undertaking only to excise the 351.03 and title for remainder to reissue to Kwale Sugar International Sugar Company Limited. She also produced the certificate of lease in favor of KISCOL.

55. Indeed this court is aware that once a title is impugned then it is incumbent upon the registered proprietor to explain how they came to own the property and which in my view was well articulated by DW1 Benson Nzuki during his evidence and documents produced to support the narrative above. The fact that the land had been earmarked for settlement perse does not infer fraud. A lot of emphasis was put on the issue of the backdating of the lease during the cross examination of DW1 Mr. Nzuki by Mr. Matende counsel for the petitioners with a view to buttress that the same connoted fraud or irregularity. The backdating was explained by Mr. Nzuki during reexamination when he referred the court to the affidavit sworn by Purity Mwangi which annexed the lease for 5056 dated 11/11/2017. That the lease 27742 was dated 1/6/2007 and the dates had to correspond with that of 5056/6 adding to the 99 years at the end of the lease. This made sense since the government intention to allocate land to the 3<sup>rd</sup> respondent for sugar cane production existed from the time when they stepped to compulsory acquire in 1990 when the bank wanted to exercise the statutory power of sale. Additionally, the government could only allocate after the gazette notice which was published in December 2006 which had to run for the designated statutory period. This perfectly resonates with the backdating of the lease and I do not see that there was any intended mischief in backdating the lease. My argument also finds credence in the leases that

natural causes, development projects, conservation, internal conflicts or other such causes

that may lead to movement and displacement.

(3) The national government shall administer the settlement programmes in consultation with the Commission and the respective county governments.

.....

59. My reading of the section puts the responsibility of resettlement on the National government in this case the 1<sup>st</sup> respondent and indeed the national government involvement has been manifested in these entire proceedings as envisaged under subsection (3) above. Under Section 134(9) both the national government and the relevant county government are expected to provide funds for resettlement programmes and to shift this responsibility to the 3<sup>rd</sup> Respondent in my view would be wrong. As it is the 3<sup>rd</sup> Respondent has done its part by surrendering its title for excision and which was successfully undertaken and the land is available. Let the national government discharge its mandate as required by the law and pick up from where it left in consultation with the 4<sup>th</sup> Respondent the National Land Commission. It should not run away from its obligations because of funds. There is need for closure on the resettlement issues herein for the interests of all person who will be proved to be genuine squatters in accordance to the requirement and procedures set out under Part IX of the Land Act.

60. The upshot of the discussions and findings foregoing is that this court declines to issue the orders sought by the petitioners. To serve justice the following orders shall issue to dispose of this petition; -

a) That an order shall and is hereby issued that the 1<sup>st</sup> Respondent shall in consultation with the 4<sup>th</sup> Respondent the National Land Commission and in

LADY JUSTICE A.E. DENA

thereof the report proposes as an intervention 'compensation and relocation of population from the land parcel to the excised portions.' It is also noted that the brief was for a fact finding mission on the challenges of land issues facing the 3<sup>rd</sup> Respondents and discussions with the government on workable solutions. Also see letter dated 14/07/2021 addressed to the 4<sup>th</sup> respondent by the 3<sup>rd</sup> respondent (see BM6) which makes a follow up on resettlement issues. I was able to see one title for 5056/1 and also have no reason to doubt about the existence of the rest of the excisions because the 3<sup>rd</sup> respondent is no longer interested in those portions having agreed to the same being excised. In any event I note from the documents presented LR 5056/6 doesn't comprise the 351 Ha that was given for purposes of settlement of squatters.

58. The bigger issue that plays out in this petition is largely a resettlement issue and the solution to the resettlement issues herein lie in the letter dated 14/07/2017. I have a feeling that had this letter which has been cited extensively by the petitioners been implemented to its conclusion we would not be where we are today. I note that the valuation (see page 88 Report and Valuation for Ex-gratia compensation on LR 5056) was assessed at Kshs.170 million. The valuation from my review of the report is specific to Nikapu Village. To me this assessment seems to have been the impediment since the 3<sup>rd</sup> respondent during these proceedings took the position that this is not their obligation because it is the government that is acquiring the land and lists it as a pending issue in the NDTIC report. Section 134 of the Land Act 2012 provides for Settlement Programmes as follows; -

**(1) The National Government shall implement settlement programmes to provide access to land for shelter and livelihood.**

**(2) Settlement programmes shall, for the purposes of this Act, include, but not be limited to provision of access to land to squatters, persons displaced by**

thereof the report proposes as an intervention 'compensation and relocation of population from the land parcel to the excised portions.' It is also noted that the brief was for a fact finding mission on the challenges of land issues facing the 3<sup>rd</sup> Respondents and discussions with the government on workable solutions. Also see letter dated 14/07/2021 addressed to the 4<sup>th</sup> respondent by the 3<sup>rd</sup> respondent (see BM6) which makes a follow up on resettlement issues. I was able to see one title for 5056/1 and also have no reason to doubt about the existence of the rest of the excisions because the 3<sup>rd</sup> respondent is no longer interested in those portions having agreed to the same being excised. In any event I note from the documents presented LR 5056/6 doesn't comprise the 351 Ha that was given for purposes of settlement of squatters.

58. The bigger issue that plays out in this petition is largely a resettlement issue and the solution to the resettlement issues herein lie in the letter dated 14/07/2017. I have a feeling that had this letter which has been cited extensively by the petitioners been implemented to its conclusion we would not be where we are today. I note that the valuation (see page 88 Report and Valuation for Ex-gratia compensation on LR 5056) was assessed at Kshs. 170 million. The valuation from my review of the report is specific to Nikapu Village. To me this assessment seems to have been the impediment since the 3<sup>rd</sup> respondent during these proceedings took the position that this is not their obligation because it is the government that is acquiring the land and lists it as a pending issue in the NDTIC report. Section 134 of the Land Act 2012 provides for Settlement Programmes as follows; -

**(1) The National Government shall implement settlement programmes to provide access to land for shelter and livelihood.**

**(2) Settlement programmes shall, for the purposes of this Act, include, but not be limited to provision of access to land to squatters, persons displaced by**

natural causes, development projects, conservation, internal conflicts or other such causes that may lead to movement and displacement.

(3) The national government shall administer the settlement programmes in consultation with the Commission and the respective county governments.

.....

59. My reading of the section puts the responsibility of resettlement on the National government in this case the 1<sup>st</sup> respondent and indeed the national government involvement has been manifested in these entire proceedings as envisaged under subsection (3) above. Under Section 134(9) both the national government and the relevant county government are expected to provide funds for resettlement programmes and to shift this responsibility to the 3<sup>rd</sup> Respondent in my view would be wrong. As it is the 3<sup>rd</sup> Respondent has done its part by surrendering its title for excision and which was successfully undertaken and the land is available. Let the national government discharge its mandate as required by the law and pick up from where it left in consultation with the 4<sup>th</sup> Respondent the National Land Commission. It should not run away from its obligations because of funds. There is need for closure on the resettlement issues herein for the interests of all person who will be proved to be genuine squatters in accordance to the requirement and procedures set out under Part IX of the Land Act.

60. The upshot of the discussions and findings foregoing is that this court declines to issue the orders sought by the petitioners. To serve justice the following orders shall issue to dispose of this petition; -

a) That an order shall and is hereby issued that the 1<sup>st</sup> Respondent shall in consultation with the 4<sup>th</sup> Respondent the National Land Commission and in


LADY JUSTICE A.E. DENA

accordance with the provisions of Part IX of the Land Act 2012 and other enabling provisions ensure the compensation and relocation of genuine squatters to the appropriate excised portions herein and or any other land as shall be further identified within a period of 12 months from the date of this judgement.

b) That due to the nature of the petition every party shall bear its costs.

It is so ordered.

DELIVERED and DATED at Mombasa This 27<sup>th</sup> DAY of JANUARY, 2023

  
A.E. DENA

JUDGE

Judgement delivered virtually through Microsoft teams Video Conferencing Platform in the presence of:

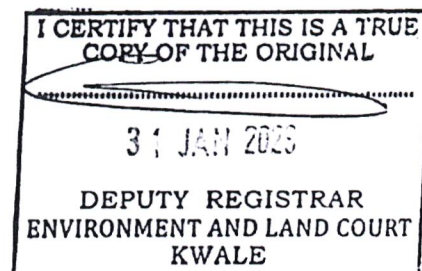
Mr. Matende for Petitioners

Ms Wanine for the 4<sup>th</sup> Respondent

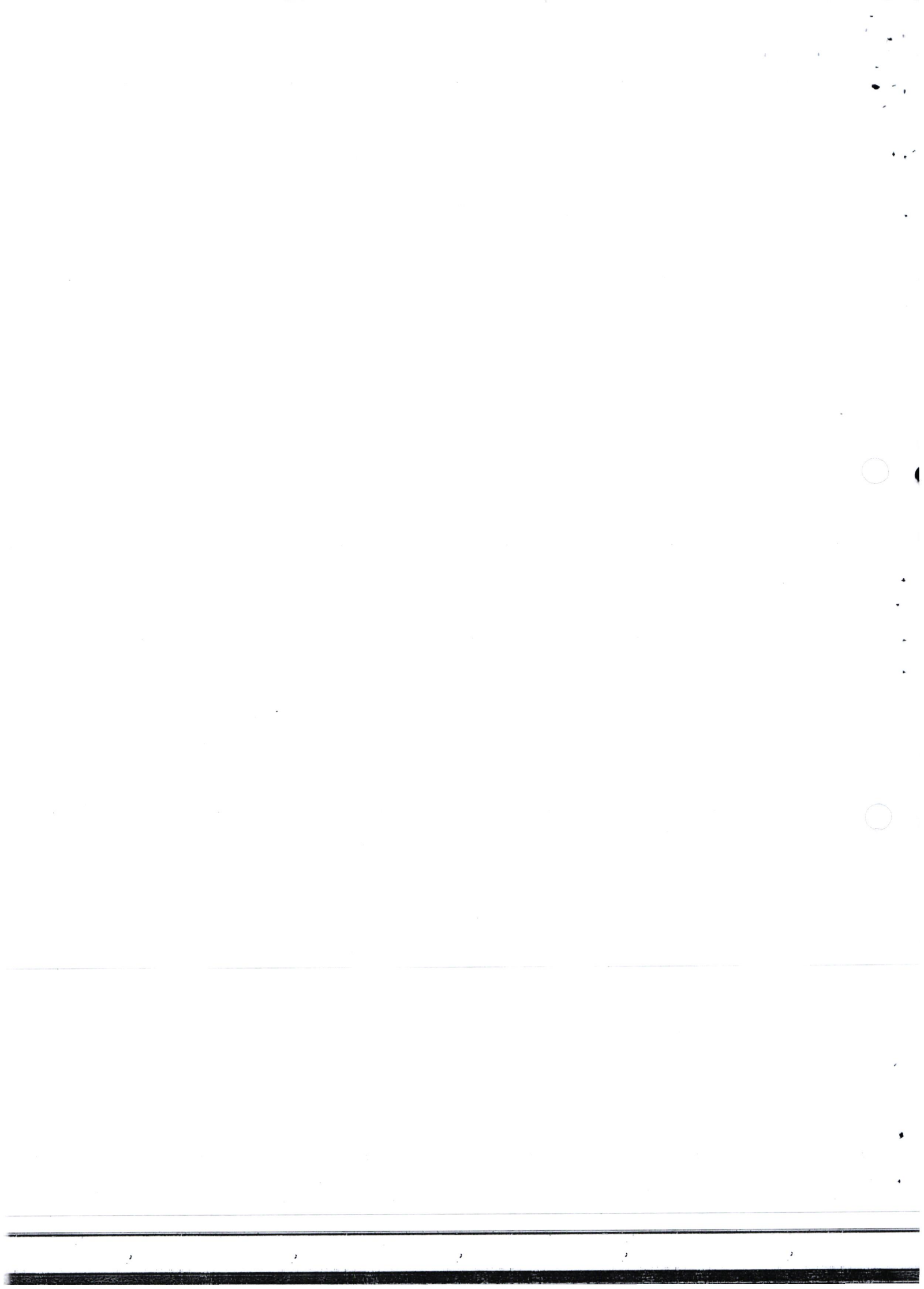
Mr. Kulecho for the 3<sup>rd</sup> Respondent

No appearance for the 1<sup>st</sup> & 2<sup>nd</sup> Respondent

Mr. Daniel Disii- Court Assistant.



Mr. 24/10/2023



REPUBLIC OF KENYA  
IN THE ENVIRONMENT AND LAND COURT AT KWALE  
ELC PETITION NO. 14 OF 2021  
(FORMERLY ELC PETITION NO. 43 OF 2020 MOMBASA)

MKUPUO NETWORK AWARENESS.....PETITIONER  
AND  
CABINET SECRETARY MINISTRY OF LANDS  
AND PHYSICAL PLANNING.....1<sup>ST</sup> RESPONDENT  
THE DIRECTOR OF LAND ADJUDICATION  
AND SETTLEMENT KWALE .....2<sup>ND</sup> RESPONDENT  
KWALE INTERNATIONAL SUGAR COMPANY LTD.....3<sup>RD</sup> RESPONDENT  
NATIONAL LAND COMMISSION.....4<sup>TH</sup> RESPONDENT  
THE ATTORNEY GENERAL .....5<sup>TH</sup> RESPONDENT

DECREE

(Before Hon. Lady Justice A. E. Dena on 27<sup>th</sup> January, 2023)

By way of a PETITION dated 4/12/2020 and filed in court on even date, the petitioner prayed for ORDERS THAT;

- a) A Declaration that members of the petitioner are the lawful legitimate owners of the property known as Ramisi Phase 1 Block 5056 having been issued with allotment letters/letters of offer by the 1<sup>st</sup> Respondent and complying with the terms of the said letters of offer.
- b) An order restraining the 3<sup>rd</sup> Respondent from trespassing, sub dividing, selling, transferring, mortgaging, occupying, wasting, charging and/or dealing with the suit land in any manner whatsoever.
- c) In the alternative and without prejudice to prayer (b), that the court issues a mandatory injunction against the 3<sup>rd</sup> Respondent from trespassing, subdividing, selling, transferring, mortgaging, occupying, wasting, charging and/or dealing with the suit land in any manner whatsoever.
- d) This Honourable Court issues a declaration that the acts of the 3<sup>rd</sup> Respondent of unlawfully attempting to deprive the Petitioner the parcel of land Ramisi Phase 1 Block 5026 in light of the above was without any legal basis, an act of illegality and unconstitutional and are liable to the Petitioners in compensation and/or

damages for losses, for loss of use of land and for breach of their constitutional rights on such compensation as shall be assessed by the court.

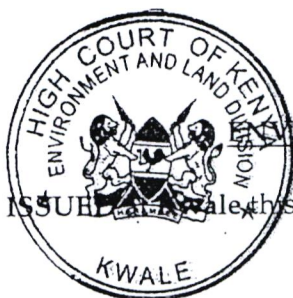
- e) The Petitioners seek damages as against the 3<sup>rd</sup> Respondent for breach and/or violation of their constitutional rights to the properties and protection of the same.
- f) This Honorable court issues and order directing the 1<sup>st</sup> 2<sup>nd</sup> 4<sup>th</sup> and 5<sup>th</sup> Respondents within 90 days of the court's Judgment to perform their constitutional duties and forthwith issue certificates of title to members of the petitioner who reside in Ramisi Phase 1 Block 5026 for them to resettle.
- g) This Honorable court be pleased to issue an Order that 3<sup>rd</sup> Respondent bears the costs of this petition.
- h) This Honorable court be pleased to issue such further or other order(s) as it may deem just and expedient for the ends of justice.

**AND THIS MATTER COMING** up for Judgment in the presence of Mr Matende for petitioners, Ms Wanine for the 4<sup>th</sup> Respondent, Mr Kulecho for the 3<sup>rd</sup> Respondent and no appearance for the 1<sup>st</sup> and 2<sup>nd</sup> Respondents,

**IT IS HEREBY DECREED:**

- a) **THAT** an order shall and is hereby issued that the 1<sup>st</sup> Respondent shall in consultation with the 4<sup>th</sup> Respondent the National Land Commission and in accordance with the provisions of Part IX of the Land Act 2012 and other enabling provisions ensure the compensation and relocation of genuine squatters to the appropriate excised portions herein and or any other land as shall be further identified within a period of 12 months from the date of this judgement.
- b) **THAT** due to the nature of the petition every party shall bear its costs.

Given under my Hand and the Seal of this Honorable Court this 27<sup>th</sup> day of January, 2023.



  
DEPUTY REGISTRAR

DEPUTY REGISTRAR  
ENVIRONMENT AND LAND COURT  
KWALE KWALE

ISSUED AT KWALE this .....29<sup>th</sup> ..... day of ..... August .....2023.

89

REPUBLIC OF KENYA



MINISTRY OF LANDS

MINISTRY OF LANDS AND PHYSICAL PLANNING

Telegram

Telephone: 041/2312914

DEPARTMENT OF LANDS,

P.O. BOX 23,

KWALE.

Ref No. KWL/VAL.GEN/VOL 1/003

REPORT AND VALUATION

FOR

EX-GRATIA COMPENSATION

ON

LAND REFERENCE NUMBER (L.R.) 5056

SHIMONI/RAMISI AREA

KWALE COUNTY

TERMS OF REFERENCE

Acting on instructions from CHAIRMAN, NATIONAL LAND COMMISSION vide a letter ref no. NLC/CHAIRMAN/VOL.XXIV/28 dated 9<sup>th</sup> January, 2019. We have carried out the inspection of the above referenced property with a view of advising on its value for ex-gratia purposes.

Our report and valuation is as hereunder.

90

#### LIMITING CONDITIONS

This Report and Valuation is subject to the following Limiting Conditions:

1. The Report and Valuation or reference to it may be included in published documents, circulars or statements provided that prior written approval of the form and context in which it may appear has been obtained from Ministry of Lands and Physical Planning.
2. The responsibility of this Report and Valuation is limited to the Kwale International Sugar Co. Ltd.
3. While due care is taken to note significant building defects in the course of inspection, this is a Report and Valuation and not a structural survey and no guarantee is given in respect of rot, termite or pest infestation or any other defects whether exposed or unexposed.
4. Where market values are assessed, they reflect the full market value and no account is taken of any liability to taxation, fees, stamp duty, or the costs involved in effecting a sale or purchase.
5. The values assessed in this report are for the subject property and any allocation of values between parts of the property applies only in the terms of and for the purpose of this Report. The values assessed should not be used in conjunction with other assessment, as they may prove incorrect if so used.
6. Where it is stated in this Report that information has been supplied to the ministry by another party this information is believed to be reliable and correct but the ministry can accept no responsibility if this should prove not to be so.
7. The Valuation is based on information presently available from the records in the Land registry and in the event that such records may be incomplete or not up to date, responsibility cannot be accepted for any resulting deficiency or inaccuracy in the information contained herein.
8. The valuation does not take into account any encumbrances that may be registered against the title.
9. It is the responsibility of the addressee to verify all legal aspects with the company lawyer.
10. Where the values assessed are given within particular terms of reference they should not be used outside such terms of reference. Except where it is specifically stated, the values shown in the Report should not be used for insurance purposes.
11. This valuation is invalid unless it is signed by the authorized Government Valuer(s).

91

REPORT AND VALUATION

1. PLOT NUMBER:

L.R. NO 5056 - Kwale

2. DATE OF INSPECTION:

Viewing for appraisal was done between 28<sup>th</sup> February and 8<sup>th</sup> March, 2019

3. LOCATION:

The property is situated within Ramisi area along Mombasa - Lungalunga highway. The specific villages covered include Kanana, Kidimu, Kiranze, Nguzo, Nikaphu and Mkono Wa Ndugu, within Pongwe-Kikoneni ward Kwale County.

4. REGISTRATION DETAILS

a) Title:

The subject property is a Leasehold interest of 99 years from 01.06.2007, rent of Kshs 720,970/-, registered at the Mombasa Land Registry under the Registration of Titles Act Cap 281 Laws of Kenya (now repealed) and the registered owner being Kwale International Sugar Company Limited.

b) Area:

The subject plot measures one thousand nine hundred and seventeen decimal nought six (1,917.06) hectares, 4,737.06 acres approximately.

c) Encumbrances:

None registered against the title.

5. IMPROVEMENTS:

The buildings were classified in three main categories according to the materials used for construction i.e Permanent, semi-permanent or temporary.

Most of the buildings and structures within the land were constructed from locally available materials, wood, sticks, makuti, and iron sheets. Majority of the structures were of makuti mud wall, makuti mutomo wall (wall constructed on stones plastered with mud cement mixture), and iron...

92

REPORT AND VALUATION

1. PLOT NUMBER:  
L.R. NO 5056 - Kwale

2. DATE OF INSPECTION:  
Viewing for appraisal was done between 28<sup>th</sup> February and 8<sup>th</sup> March, 2019

3. LOCATION:  
The property is situated within Ramisi area along Mombasa - Lungaiunga highway. The specific villages covered include Kanana, Kidimu, Kiranze, Nguzo, Nikaphu and Mkono Wa Ndugu, within Pongwa-Kikoneni ward, Kwale County.

4. REGISTRATION DETAILS

a) Title:

The subject property is a leasehold interest of 99 years from 01.06.2007, rent of Kshs 720,970/-, registered at the Mombasa Land Registry under the Registration of Titles Act Cap 281 Laws of Kenya (now repealed) and the registered owner being Kwale International Sugar Company Limited.

b) Area:

The subject plot measures one thousand nine hundred and seventeen decimal nought six (1,917.06) hectares, 4,737.06 acres approximately.

c) Encumbrances:

None registered against the title.

5. IMPROVEMENTS:

The buildings were classified in three main categories according to the materials used for construction i.e. Permanent, semi-permanent or temporary.

Most of the buildings and structures within the land were constructed from locally available materials, wood, sticks, makuti, and iron sheets. Majority of the structures were of makuti mud wall, makuti (stone wall built constructed on stones plastered with mud cement mixture), and iron

sheets with mud wall. However, there were some semi-permanent and permanent houses that were affected while others were incomplete.

**Permanent:**

The walls were made of coral or masonry blocks. Roofs were predominantly CIS (Corrugated Iron Sheets). Majority had strip foundation and the floors were mainly finished in screed floor with very few in ceramic tiles.

**Semi-permanent:**

The walls were mainly constructed of mud but plastered or made of stones lined with a mixture of lime and mud (Mutomo).

**Temporary**

These included all the other structures which simply had thatched roof, mud floor and mud wall.

This classification ultimately had an impact on the unit cost applicable on each category. The unit rates for compensation of the affected building/ structures have been estimated by consulting the local builders, contractors, local masons and dealers of building materials. The compensation rates provided were according to the current estimated cost of replacement in order to allow the owners rebuild their structures to the same standard of construction and materials.

**6. SERVICES**

Mains water and electricity were available for connection. Foul disposal was via pit latrine and in very few cases septic/soakage pits. Most access roads were all - weather. Some resident had sunk wells for water, and a few residents were connected to electricity.

**7. REMARKS**

The purpose of the exercise was to determine the values of the affected structures for compensation purposes.

In carrying out our valuation we laid emphasis of enhancing community participation right from the onset of the valuation process. We involved and sought the assistance of the local community representatives who

94

assisted in the assessment by accompanying the valuers, informing the populace, helping in identifying the affected person and giving the necessary information.


The valuation was done for the improvements only. In our valuation we have used the cost replacement method whereby we have calculated the current cost of replacing the buildings. We have taken into consideration the fact that currently the costs have risen and it will be more expensive to bring them up to the current level. As for the old buildings and the grass thatched houses, we have considered the fact that most of the materials may not be re-useable and even though they are old, compensation should be done to enable the owners build up new structures but of the some materials.

NB-Attached is the valuation summary for the affected parties.

95

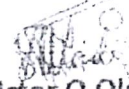
8. VALUATION

In consideration to all the significant factors affecting the value of the properties and terms of reference, we value the improvements on the above referenced parcels in sum of Kenya Shillings One Hundred and Seventy Million One Hundred Thousand (Kshs. 170,100,000.00).


  
Obadiah Onkendi  
B.A Land Econ. (Hon) Nbi; MISK  
Senior Valuer  
Mombasa.

Obadiah Onkendi  
Senior Valuer  
Mombasa

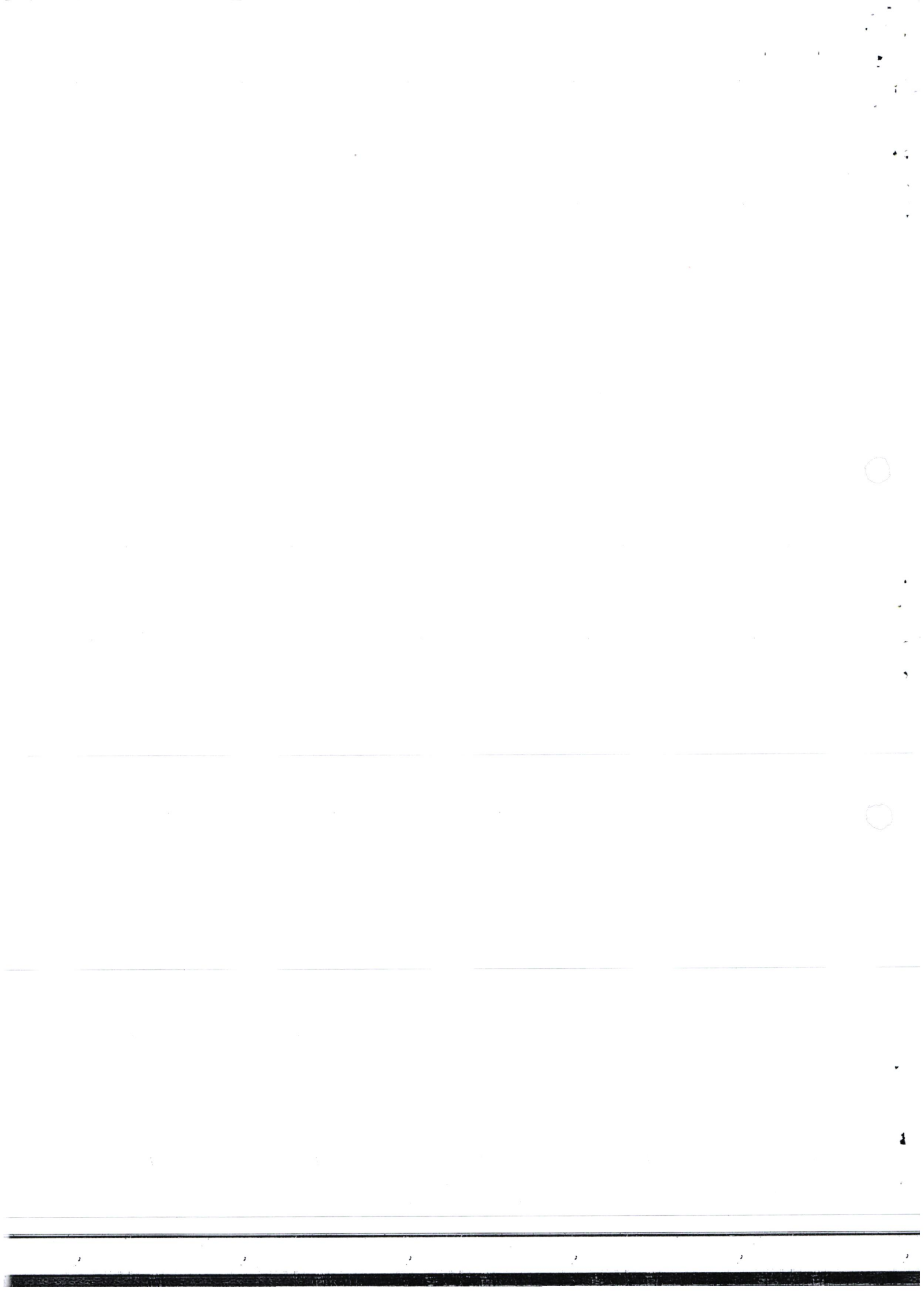
Jacinter Kore  
B. Real Estate (Hon) Nbi; GMISK.  
Senior Valuer  
Mombasa.

  
Victor O Olonde

B.A Land Econ(Hon)Nbi; Msc Real Estate (Glasgow)UK; RV; MISK;CIHM (UK).  
PRINCIPAL VALUER  
MOMBASA

  
Agnes K. Ndambu  
B.A Land Econ. (Hon) Nbi; MISK  
Ass. Director (VALUATION)  
KWALE

FOR: DIRECTOR LAND VALUATION



***Annex 4: Response by  
Kwale International  
Sugar Company Limited***



Our Ref: KISCOL/SENATE/1/7/10/2024  
Your Ref: SEN/DGAC/DGC/JLAHRC/2024/34(a)

7<sup>th</sup> October, 2024

The Clerk of the Senate,  
Parliament Buildings  
P.O Box 41842 – 00100,  
**NAIROBI**

Email: [clerk.senate@parliament.go.ke](mailto:clerk.senate@parliament.go.ke)  
[senatejlahrc@parliament.go.ke](mailto:senatejlahrc@parliament.go.ke)

Dear Sir,

RE: **PETITION BY MKUPUJO NETWORK AWARENESS REGARDING IMPLEMENTATION  
OF COURT ORDERS IN KWALE ELC PETITION NO. 43 OF 2020**

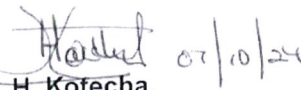
We refer to the above letter **subject** and your letter of 30<sup>th</sup> September 2024.

We have reviewed the Petition forwarded to and the relevant materials within our possession and responded appropriately.

Please find attached Kiscol's response for your review and further action.

We look forward to your kind consideration/ any assistance.

Yours faithfully,  
**KWALE INTERNATIONAL SUGAR COMPANY LIMITED**

  
H. Kotecha,  
Director-Projects

Encl

**KWALE INTERNATIONAL SUGAR COMPANY LTD**

Head Office: P.O. Box 46279 - 00100 Nairobi, Kenya | Cell: +254 755 456 546  
Email: [info@kwale-group.com](mailto:info@kwale-group.com)



The Clerk of the Senate,  
Parliament Buildings  
P.O Box 41342 – 00100,  
**NAIROBI**

7<sup>th</sup> October, 2024

Email: [clerk.senate@parliament.go.ke](mailto:clerk.senate@parliament.go.ke)  
[senatejlahrc@parliament.go.ke](mailto:senatejlahrc@parliament.go.ke)

**RESPONSE TO THE PETITION BY MKUPUO NETWORK AWARENESS REGARDING  
IMPLEMENTATION OF ORDER OF THE ENVIRONMENT & LAND COURT AT KWALE IN  
ELC PETITION No. 43 of 2020**

**Background**

1. KISCOL is set up where the defunct Ramisi Sugar Factory was located. The company was allocated LR 27742 measuring 15,000 acres (6082 Ha) from the 42,000 acres (17,000 Ha) belonging to Ramisi Sugar Factory, and 27,000 acres were set aside by the government for relocation & resettlement of squatters. **(copy of certificate of lease is annexed hereto for reference)**
2. However, squatters have continued to occupy almost 2500 Ha within LR 27742, denying KISCOL full access & utilization of its land to facilitate cane farming, completion of 132 kv power line, & the Bulk Water Supply project meant for irrigation.
3. Squatters went to court in the year 2011 seeking a declaration that they be issued titles to the land (Mombasa ELC Pet No. 8 of 2019) where judgement was delivered on 13.1.2022, dismissing the Petition/ Claim with costs. However, squatters continue to occupy certain areas as explained above. **(copy of judgement is annexed hereto for reference)**
4. Further, about 1000 Ha was excised by the government for the Base Titanium Special Mining Area, reducing KISCOL's leased land (LR 27742) further.
5. Kiscol engaged relevant government stakeholders, where two parcels of land were issued to compensate for the above issues (LR 5004/86 & LR 12335/4) totaling approximately 3100 Ha. However, both were recalled on account of double allocation. **(Letter dated 14.07.2017 is annexed for reference).**
6. KISCOL proceeded to engage GoK stakeholders to be given additional land to complete its project. NLC approached CS Treasury for allocation of compensation titles to KISCOL. It was agreed that L.R 5056 (1906 Ha) be allocated to KISCOL as part of compensation. **(Correspondence & Certificate of lease issued on 18.09.2017 is annexed hereto for reference).**

**KWALE INTERNATIONAL SUGAR COMPANY LTD**

Head Office: P.O. Box 46279 - 00100 Nairobi, Kenya | Cell: +254 755 456 546  
Email: [info@kwala-group.com](mailto:info@kwala-group.com)

7. There were stakeholder engagements where it was agreed that 351.03 Ha be excised from the above land (LR 5056) to cater for resettling of squatters & other public utilities comprising schools, health centres, market centres, mosques and churches. *(Copy of letter dated 11.07.2019 is annexed hereto for reference).*
8. Both the then CS Ministry of Lands & Physical Planning & the Chair of NLC gave instructions on excision process, inspection and valuation for ex gratia pay, which was done by officials from the ministry of lands between 28.02.2019 & 08.03.2019. *(Letters dated 18<sup>th</sup> July 2019 (Ref. No. MOLPP/ADM/CSO/1/201) & letter dated 9.01.2019 (Ref. NLC/CHAIRMAN/VOL.XXIV/28) are annexed for reference).*
9. The specific villages covered were Kanana, Kidimu, Kiranze, Nguzo, Nihapu and Mkono wa Ndugu all within Pongwe Kikoneni ward, Kwale County. *(Refer to page 2 of the report)*
10. Upon completion of the excision process, KISCOL was issued with a certificate of title LR No. 5056/6 measuring 1519 Ha & new Survey Plan No. 436140. *(copies of lease & Survey Plan are attached hereto for reference)*
11. Excised areas were Kanana Educational Complex - 50.22 Ha, Mkono wa Ndugu - 67.93 Ha, Kanana Centre - 107 Ha, Kidimu Village - 25.6 Ha, Nihapu Village - 100 Ha *(a sketch map of excised areas is attached hereto for reference)*
12. KISCOL thereafter mobilized relevant resources to undertake operations within LR 5056/6 related to land development, which included site clearance of hedges, bushes, vegetation/ deleterious organic material and grubbing up roots, pushing of logs, ripping, ploughing, harrowing, furrowing, road formation, road maintenance, back filling, drainage works, creation of fire breakers, leveling, planting of cane. *(Photos annexed hereto for reference).*
13. The above developments were undertaken despite persistent squatter resistance.
14. However, it was noted that a portion measuring approximately 21 Ha within Nihapu village was inadvertently left out in the inspection & valuation exercise. Kiscol wrote to the Chair of the National Lands Commission, and PS Ministry of Lands & Settlement to address this issue. This is yet to be done, preventing Kiscol from developing the affected area. *(Letter dated 14.07.2021 is annexed for reference).*

#### **Court orders in ELC Petition No. 43 of 2020**

1. The court delivered its judgement on 27.1.2023, where;
  - a) It affirmed that Kiscol acquired the property (LR No. 5056/6) procedurally for the purpose of undertaking its sugar project. For avoidance of doubt, the court declined to grant all orders sought by the Petitioners.
  - b) It stated that the substratum of the Petition was resettlement, which would have been addressed effectively through full implementation of contents/intent of the letter dated 14.07.2017.
  - c) The court emphasized on the need for closure of resettlement issues in respect to genuine squatters as per the statutory provisions.

- d) The learned judge issued final orders directing the Ministry of Lands & Physical Planning in consultation with National Land Commission to ensure compensation & relocation of **genuine squatters** to excised portions / any other identified parcel of land within 12 months from the date of the judgement. (Copy annexed for reference).

### Impact of squatter occupation on Kiscol land

Despite the court outcome (s), squatters still occupy certain areas within LR 27742 & LR 5056/6, denying Kiscol full access occasioning dire consequences to the project including;

- a) Delayed project completion.
- b) Increased project costs (additional USD 100Mn in costs).
- c) Lost annual revenue of USD 40Mn.
- d) Loss of tax revenue to the Government.
- e) Depressed socio – economic impact.

### Response to Specific Prayers in the Petition

#### Prayer 1 & 3

- a) Kiscol fully support & will appreciate the Senate intervention to facilitate compensation & relocation of genuine squatters as per the court orders, whose timelines have since lapsed.
- b) On the issue of allocating squatters 5 acres, Kiscol will appreciate if the Senate can intervene to enable Kiscol access & utilize its leased land towards implementation of its project. For instance, through compelling relevant government agencies to;
  - i. compensate additional land to Kiscol to address the land deficit currently facing the company as highlighted hereinabove,
  - ii. ensure relocation of squatters within LR 27742 following a court judgement in Pet. No. 8 of 2019.
  - iii. ascertain the status of resettlement schemes, relocate genuine squatters and censure a lasting solution for a harmonious co-existence between Kiscol's project & the local population.
- c) There is no law which grants oversight roles to the Legal Representatives of the Petitioners, as matters inspection & valuation are not court sanctioned.

#### Prayer 2

- a) The request for undertaking new valuation exercise for other villages save for Nikhapu is misleading, and without any basis. The valuation report at page 2 expressly state that all villages were covered.
- b) We have also supplied relevant information hereinabove process leading to setting aside 350.03 Ha in respective villages following the survey, excision, & the inspection & valuation exercise.
- c) Also, Kiscol already mobilized the relevant resources to undertake activities related to land development within LR 5056/6 as explained herein, thus there is nothing to inspect and value within its land except the section of 21 Ha highlighted by our letter to the National Lands Commission dated 14.07.2021.

We appreciate your kind consideration & assistance as appropriate.

Yours faithfully,  
**KWALE INTERNATIONAL SUGAR COMPANY LIMITED**

*H. Kotecha* 07/10/24

**H. Kotecha,  
Director, Projects**

*Encl*

0

DATED THE 20<sup>th</sup> DAY OF August 2007

PERMANENT SECRETARY TO THE TREASURY OF KENYA

TO

KWALE INTERNATIONAL SUGAR COMPANY LIMITED

---

SUB-LEASE

OVER

LAND REFERENCE NUMBER 27742  
KWALE DISTRICT

---

JK

*[Handwritten signature]*

DISTRICT LAND REGISTRY  
MOMBASA  
DATE 09 AUG 2012  
TIME: 3:30  
D. B. No. 285



282,564

DFI

J. W. KAMUNDA

213

REPUBLIC OF KENYA  
REGISTRATION OF TITLES ACT

(CHAPTER 281)

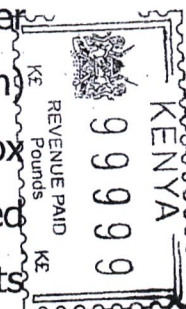
SUB-LEASE

TITLE NUMBER. C.R. 42459

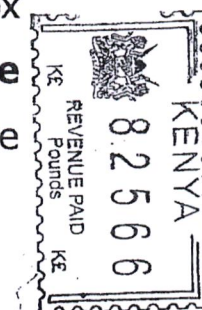
THIS SUB-LEASE made the 20<sup>th</sup> day of August Two Thousand and Seven BETWEEN the PERMANENT SECRETARY TO



THE TREASURY OF KENYA, a body corporate established under section 2 of the Permanent Secretary to the Treasury (Incorporation) Act (Chapter 101) of the Laws of Kenya and of Post Office Box Number 30007 Nairobi in the Republic of Kenya (hereinafter called "The Lessor" which expression shall where the context so admits



include its successors and assigns) of the one part AND **KWALE INTERNATIONAL SUGAR COMPANY LIMITED** a limited liability company incorporated in the Republic aforesaid under the Companies Act (chapter 486) of the Laws of Kenya and having its registered office at Baba Dogo Road Ruaraka, Nairobi and of Post Office Box Number 46279, Nairobi in the said Republic (hereinafter called "the Lessee" which expression shall where the context so admits include its successors and assigns) of the other part.



**WHEREAS:**

1. The Lessor is registered as proprietor as Lessee from the Government of Kenya of all that piece of land containing by measurement six thousand and eight two decimal six hectares

JK



(6082.6) hectares known as Land Reference Number 27742 situate South of Kwale Township in the Kwale District of the said Republic being the premises comprised in a Grant registered at the Land Titles Registry at Mombasa as Number C.R. 4245/1 which said piece of land with the dimensions abuttals and boundaries thereof is more particularly delineated on the land survey plan number 277846 annexed to the said Grant and deposited in the Survey Records Office at Nairobi aforesaid and thereon bordered red (hereinafter called "the premises").

2. The Lessor has agreed with the Lessee to lease to the Lessee the said premises at a rent and subject to the Covenants, agreements, conditions, restrictions, stipulations and provisions hereinafter contained and subject also to the Acts and Special conditions contained in the Memorandum endorsed hereon.

**NOW IT IS HEREBY AGREED** between the Lessor and the Lessee as follows:-

1. In consideration of the rent hereinafter reserved and of the Covenants and agreements by the Lessee hereinafter contained the Lessor DOTH HEREBY LEASE unto the Lessee the said premises TO BE HELD by the Lessee for a term of 99 years (less the last three months thereof) from the 1<sup>st</sup> day of June Two Thousand and Seven (hereinafter called "the term") SUBJECT nevertheless to determination as hereinafter provided YIELDING



AND PAYING therefore and thereout during the said Term the Rents hereinbelow set out:

(i) From the first day of June Two Thousand and Seven upto and including the 30<sup>th</sup> day of June Two Thousand and Eleven the annual rent of Kenya Shillings Eight Hundred (800/-) payable annually in advance on the 1<sup>st</sup> day of June each year.

(ii) From the 1<sup>st</sup> day of June Two Thousand and Eleven a revisable annual rent of Kenya Shillings Three Million Six Thousand (3,006,000/-) payable annually in advance on the 1<sup>st</sup> day of June each year.

2. The Term hereby created may be renewed for a further term at a rent and conditions to be agreed between the parties as more particularly provided in clause 9(d) hereof.

JK



3. The Lessee to the intent to that the obligations hereinafter set out may continue throughout the continuance of the Term hereby created hereby covenants and agrees with the Lessor as follows:-

- (i) To use the premises for the purpose of undertaking sugarcane farming or installing of a sugar processing mill or undertaking other auxiliary activities related to sugar cane farming.

**SUBJECT TO THE FOLLOWING CONDITIONS:-**

1. The payment of the rent hereby reserved is made on the days and manner aforesaid without any deductions whatsoever.
2. Excepting and reserving unto the Lessor and any person or persons authorized by the Lessor or the right, the free passage and running of water, telephone, electricity from the adjoining or adjacent property through the drains, pipes, wires, cables and meters in or under the said property and the right of the Lessor to enter the said Land at all reasonable times for purposes of inspecting, altering, adding or repairing the same with prior written notice.
3. The Lessee, its successors or assigns will not during the said term transfer, charge, assign, sublet or subject the property hereby leased or

*JK*  
*[Signature]*

any part thereof or otherwise by any act or deed procure the said property or cause any part thereof to be transferred, charged, assigned or sublet without the consent in writing of the Lessor first had and obtained. PROVIDED ALWAYS that the occupation of the land by the Lessee's staff shall not constitute such letting or parting with possession AND IT IS THEREBY AGREED AND DECLARED that upon any breach by the Lessee of this covenant and agreement it shall be lawful for the Lessor to re-enter upon the Land without notice and thereupon the Term shall determine absolutely;

4. The Lessee, its successors or assigns will at all material times during the said term cultivate, use and manage in a proper and husband like manner all such parts of the Land as are allowed to be cultivated and be mindful of the environment so as not to degrade or pollute the land.
5. The Lessee will during the subsistence of the said Lease maintain and repair all fences, boundaries, beacons and farm roads.
6. The Lessee to the intent that the obligation hereinafter set out may continue throughout the continuance of the Term hereby covenants and agrees with the Lessor as follows:
  - a. To permit the Lessor or his agent at reasonable times upon expiration of at least thirty (30) prior notice in writing during the term with or without workmen or others to enter into and upon and examine the condition of the land and in case

JK  

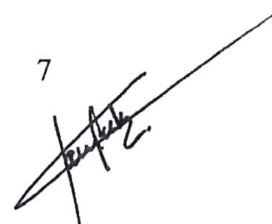

the same shall be found to be defective or out of repair and notice in writing of such defects or matters for which the Lessee or left upon the land to make good the same in a proper manner to the satisfaction of the Lessor within the space of one calendar month next after every such notice shall have been given or left as aforesaid or sooner if required and so that if the Lessee shall not within the space of such calendar month as aforesaid proceed diligently with the execution of such repairs then and in such case the lessor shall be at liberty to enter into and upon the land and execute such repairs and the cost thereof shall be at the sole discretion of Lessor be either a debt due from the Lessee to the Lessor and be forthwith recoverable action or shall be added to the rent hereinbefore reserved and be recoverable as rent;

b. To permit the Lessor or his agent or agents with all necessary workmen and appliances at all reasonable times upon expiration of at least thirty (30) days prior notice in writing to enter into and upon the land and there to execute repairs on such land under their covenant and agreement in that behalf contained;

c. Not to make any alterations whatsoever in or additions whatsoever to the land or any part or parts thereof without the consent in writing of the Lessor first had and obtained:


JK  


- d. To make periodical inspections of land or rivers or the buildings forming part of the land and immediately to report to the Lessor the presence of white ants bees and other destructive insects and the presence of any dry or wet rot or other damage should the presence of any one or more of the same be observed or discovered so that the Lessee shall be responsible for any damage which may be occasioned by the Lessee's failure to report the same;
- e. Not to do or suffer to be done anything whereby any insurance of the building forming part of the land against loss or damage by fire and other normal comprehensive risks may become void or voidable or whereby the rate of premium for any such insurance may be increased and to repay to the Lessor all sums paid by way of increased premium and all expenses incurred by them in or about any renewal of such policy rendered necessary by a breach of this covenant and agreement and so that such payments shall be added to the rent hereinbefore reserved and be recoverable as rent;
- f. In the event of the buildings forming part of the land or any part thereof being damaged or destroyed by fire or other normal comprehensive risks at any time during the Term and the Insurance money under any insurance against fire or other normal comprehensive risks effected thereon by the

JK  


Lessor being wholly; or partially irrecoverable by reason solely or in part of any act or default of the Lessee or of any person or persons resident upon the land or in the employment of the Lessee then and in every such case forthwith (in addition to the said rent) to pay to the Lessor the whole or (as the case may require) a fair proportion of the costs of completely rebuilding reinstating or replacing the same.

- g. Not to permit or suffer on the land anything which shall be a nuisance to the persons of the time being owning or occupying any adjoining or neighbouring property;
- h. To perform and observe so far as the same are capable of being performed and observed by the Lessee but no further all the covenants agreements conditions restrictions stipulations and provisions affecting the land and under which the same are held AND NOT at any time to do omit or suffer anything whereby the superior title of the land hereby leased may be voided or forfeited;
- i. On the expiration or sooner determination of the Term to deliver up the premises to the Lessor in the same condition as at commencement of the term (fair wear and tear excepted);

JK  


j. Not to build, put up or erect or cause the same to be built, erected or put up within the land, without the approval and written consent by the Lessor.

7. The Lessor to the intent that the obligations hereinafter set out may continue throughout the continuance of the Term covenants and agrees with the Lessee as follows:-

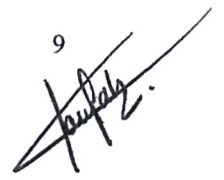
a. To permit the Lessee paying the rent hereby reserved and performing and observing the covenants agreements conditions restrictions stipulations and provisions herein contained or implied and on its part to be performed and observed peaceably and quietly to possess and enjoy the land during the Term without any interruption from or by the Lessor or any person rightfully claiming from or under the Lessor.

b. To permit the Lessee use of existing facilities PROVIDED and it is mutually agreed between the parties that the use of the facilities will not operate as a right to pass title thereof to either party or any other person using the facilities.

8. Provided always and it is hereby agreed and declared that:


a) If the said rent or any part thereof is in arrears for twelve months next after any of the days whereon the same ought to be paid

JK

A handwritten signature, possibly "J. K.", is written over the page number 9. The signature is written in dark ink and is somewhat stylized.

as aforesaid whether formally demanded or not or if there is any breach non-performance or non-observance by the Lessee of any of the covenants agreements conditions restrictions stipulations or provisions herein contained and on his part to be performed and observed or if the Lessee for the time being is a person or persons and commits any act of bankruptcy or is adjudged bankrupt or makes any assignment for the benefit of his her or their creditors or enters into any agreement or makes any arrangement with his her or their creditors for liquidation of his her or their debts by composition or otherwise then and in any such case the Lessor may although he may not have taken advantage of some previous default of a like nature re-enter into and upon the land and enjoy as in his former land anything herein contained to the contrary in anywise notwithstanding without prejudice to any right of action or remedy of the Lessor in respect of any of the covenants agreements restrictions stipulations or provisions herein contained or implied and on the part of the Lessee to be performed and observed;

- b) That the Lessee may at any time determine the Term hereby created provided the Lessee has given at least two years prior notice in writing to the Lessor of the Lessee's intention so to do and shall at all times down to the time of such determination pay the rent and perform and observe all the covenants agreements conditions restrictions stipulations and provisions in the within written lease contained and on the part of the

JK  


Lessee to be performed and observed PROVIDED THAT in the event of the Lessee wishing to dispense with the two years period of notice aforesaid the Lessor shall accept two years rent in advance in lieu thereof PROVIDED FURTHER THAT the Lessor will refund to the Lessee such proportionate part of any rent which has already been paid by the Lessee to the Lessor as relates to the unexpired portion of the period of the date of such determination in respect of which such rent has been already paid;

c) The Lessor may determine the lease herein created by serving on the Lessee two years notice of such determination and the lease shall determine absolutely but without prejudice to his rights and remedies at his disposal.

d) If the Lessee shall at the expiration the Term be desirous of obtaining a further lease of the said premises and shall signify such desire by notice in writing delivered to the Lessor one year at least before the expiry of the Term then the Lessor may at his sole discretion upon the expiry of the Term grant to the Lessee a lease of the said land for a further term to commence at the expiry of the Term and with the subject to the like

---

covenants agreements conditions restrictions stipulations and provisions as herein contained or implied except this present provision and at and under such rent as shall be mutually agreed by the parties hereto at the expiration of the Term.

JK  


***Annex 8: Submissions by  
the Ministry of Lands,  
Public Works, Housing  
and Urban Development***

***Annex 7: Submissions by  
the National Land  
Commission***

***Annex 6: Submissions by  
the National Treasury and  
Economic Planning***

***Annex 5: Submissions by  
the Office of the Attorney  
General***

9. Any notice under this lease shall be in writing and any notice to the Lessee shall be sufficiently served if addressed to the Lessee and delivered to the office of the Lessee in Nairobi and any notice to the Lessor shall be sufficiently served if sent by registered post to the last known address in Kenya or served on any agent authorized by the Lessor or receive or who has in fact on his behalf collected the rent of the land and any notice sent by registered post shall be deemed to have been served within four days following the day on which it is posted.
  
10. The Lessee hereby accepts this lease subject to the covenants agreements conditions restrictions stipulations and provisions above set forth or referred to.
  
11. That the entire infrastructure developed on the said land during the subsistence of the lease be surrendered to the Lessor after determination of the lease. For purpose of this clause infrastructure means Roads, Culverts, Ditches, Wells, boreholes, underground irrigation pipes, and permanent structures (not including greenhouses) as may be erected on the said property by the Lessee.
  
12. During the term of the lease, either party may give notice in writing to the other to terminate the lease giving a minimum of two years notice, PROVIDED that the lessor's notice to terminate the lease shall only be based on the lessee's breach of any of the

JK  


covenants, agreements, conditions and stipulations herein contained.

13. Any dispute arising out of this Lease shall be referred to Arbitration in accordance with the laws governing arbitration in Kenya.

**IN WITNESS WHEREOF** the Lessor and the Lessee have duly executed this Lease this 27<sup>th</sup> day of August Two Thousand and Seven.

**SEALED** with the common Seal  
Of the **PERMANENT SECRETARY TO THE TREASURY OF KENYA**

In the presence of



**COUNTER SIGNED** by the  
**PERMANENT SECRETARY, MINISTRY OF AGRICULTURE**

In the presence of



*[Handwritten signature]*  
PERMANENT SECRETARY TO THE TREASURY  
MINISTRY OF FINANCE  
P. O. Box 10000  
NAIROBI

*[Handwritten signature]*

*[Handwritten signature]*  
JK



THE FOLLOWING INSTRUMENTS HAVE BEEN REGISTERED AGAINST THE TITLE

CHARGE ID - LIVINGSTONE REGISTRARS  
LIMITED (SECURITY TRUSTEE)

2

Presentation No 395 of Registrars 22.22013 ~~Hebess~~

J. E. Kebass 270

REPUBLIC OF KENYA

THE MATTER OF LAND REGISTRATION ACT NO 3 OF 2012

IN THE MATTER OF LAND ACT NO. 6 OF 2012

THE REGISTRATION OF TITLES ACT

CAP.281 (REPEALED)

CERTIFICATE OF POSTAL SEARCH AS ON 1<sup>ST</sup> APRIL 2015

PLOT NUMBER : L.R. NO. 27742 KWALE  
TITLE NUMBER : CR. 42459  
AREA : 6082.6 HA  
TENURE : LEASEHOLD  
TERM: 99 YEARS  
FROM: 1.6.2007  
RENT: KSH. 72/= P.A. (REV)  
REGISTERED OWNER : PERMANENT SECRETARY TO THE TREASURY OF KENYA  
ENCUMBRANCES : Lease dated 20<sup>th</sup> August 2007 to Kwale International Sugar Company Limited, Term: 99 Years, From: 1.6.2011 Rent: 3,006,000/=p.a. (rev)



REGISTRAR OF TITLES

*D. J. Safari \*304*



29/8/2007  
130  
238

A. E. I.  
The  
16/4/0.  
S. R. Wanjau Co.



REPUBLIC OF KENYA

THE REGISTRATION OF TITLES ACT  
(Chapter 281)

GRANT NO. CR. 42459

ANNUAL RENT: Shs. 72/- (Revisable)

TERM: 99 Years from 1.6.2007

KNOW ALL MEN BY THESE PRESENTS that THE PRESIDENT OF THE REPUBLIC OF KENYA hereby Grants unto PERMANENT SECRETARY TO THE TREASURY OF KENYA a body corporate duly established Under Chapter 101 of the Laws of Kenya and whose address is Nairobi (Post Office Box Number 30007)

(hereinafter called "the Grantee") all that piece of land situate South of Kwale Township in the Kwale District

containing by measurement Six thousand and eight two decimal six (6082.6) hectares

or thereabouts that is to say Land Reference Number 27742

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 277846 deposited in the Survey Records Office at Nairobi To HOLD for the term of Ninety-nine (99) Years

from the First day of June ~~One thousand nine hundred and~~ Two thousand and seven Subject to (a) the payment in advance on the first day of January in each year of the annual rent of Shillings Seventy two (Shs. 72/-) (Revisable) w.e.f. 1.6.2007

(b) the provisions of the Government Lands Act (Chapter 280) and (c) the following Special Conditions (Namely):

STANDARD CONDITIONS

1. The land and buildings shall only be used for Agricultural purposes and Residence for the Grantee.
2. The Grantee shall not sell, transfer, sublet, charge or subdivide the land or any part thereof without prior written consent of the Commissioner of Lands (Land Control Board).
3. The land shall be used and managed in good husbandry manner and maintaining of the soil to the satisfaction of the Commissioner of Lands and the Director of Agriculture.
4. The Grantee shall develop the land to the satisfaction of the Commissioner of Lands and the Director of Agriculture.
5. The Grantee shall pay such rates, taxes, charges, duties, assessments or outgoings of whatever descriptions as may be imposed, charged or assessed by any Government or Local Authority upon the land or the buildings erected thereupon including any contributions or other sums paid by the President in lieu thereof.
6. The Local authority or such person or authority as may be appointed for the purpose shall have the right to enter upon the land hereby leased and have access to water mains, service pipes and drains, telephone wires and electric mains of all descriptions whether overhead or underground and the Grantee shall not cover or interfere with any existing alignment of mains or service pipes or telephone or telegraph wires and electric mains.
7. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder at the expiration of every ten years of the term. Such rental shall be at a rate to be determined by the Commissioner of Lands of the unimproved value of the land as at the end of every tenth year of the term.

IN WITNESS WHEREOF I, ZAMON AGRAJA KAREKA )  
 the Commissioner of Lands have by Order of the )  
 President hereunto set my hand this 16<sup>th</sup> )  
 day of August Two thousand and seven )  
 in the presence of: )

*Signature*

*J. K. Wanjau*  
 J. K. Wanjau 006  
 REGISTRAR OF TITLES

DRAWN BY:  
 J. K. Wanjau,  
 Senior Registrar of Titles,  
 P.O. BOX 30089,  
 NAIROBI.

REGISTRATION OF TITLES ACT  
 REGISTERED AS EA. No. 42459/1  
 22<sup>ND</sup> AUGUST, 2007  
 Time 9:30 AM  
*Signature*  
 J. K. Wanjau 006

**Encls:**

1. Copy of letter Ref. AM/018/2020 dated 27<sup>th</sup> January, 2025 by Akanga Matende, Legal Representative of Mkupuo Network Awareness.
  2. Copy of our response to Senate dated October 4, 2024.
  3. Report and Valuation for Ex-Gratia Compensation on LR. NO. 5056, compiled by the Ministry.
  4. Copy of response by the Office of the Attorney General, letter Ref. AG/CIV 5/2021 dated October 7, 2024
  5. Copy of response to Senate by the National Land Commission, letter Ref. NLC/2/3 dated October 7, 2024, respectively).
-

Annexure 3

REPUBLIC OF KENYA



MINISTRY OF LANDS

MINISTRY OF LANDS AND PHYSICAL PLANNING

Telegram  
Telephone: 041/2312914

DEPARTMENT OF LANDS,  
P.O. BOX 23,  
KWALE.

Ref No. KWL/VAL.GEN/VOL 1/003

REPORT AND VALUATION

FOR

EX-GRATIA COMPENSATION

ON

LAND REFERENCE NUMBER (L.R.) 5056

SHIMONI/RAMISI AREA

KWALE COUNTY

TERMS OF REFERENCE

Acting on instructions from CHAIRMAN, NATIONAL LAND COMMISSION vide a letter ref no. NLC/CHAIRMAN/VOL.XXIV/28 dated 9<sup>th</sup> January, 2019. We have carried out the inspection of the above referenced property with a view of advising on its value for ex-gratia purposes.

Our report and valuation is as hereunder:

## LIMITING CONDITIONS

This Report and Valuation is subject to the following Limiting Conditions: -

1. The Report and Valuation or reference to it may be included in published documents, circulars or statements provided that prior written approval of the form and context in which it may appear has been obtained from Ministry of Lands and Physical Planning.
2. The responsibility of this Report and Valuation is limited to the Kwale International Sugar Co. Ltd.
3. While due care is taken to note significant building defects in the course of inspection, this is a Report and Valuation and not a structural survey and no guarantee is given in respect of rot, termite or pest infestation or any other defects whether exposed or unexposed.
4. Where market values are assessed, they reflect the full market value and no account is taken of any liability to taxation, fees, stamp duty, or the costs involved in effecting a sale or purchase.
5. The values assessed in this report are for the subject property and any allocation of values between parts of the property applies only in the terms of and for the purpose of this Report. The values assessed should not be used in conjunction with other assessment, as they may prove incorrect if so used.
6. Where it is stated in this Report that information has been supplied to the ministry by another party this information is believed to be reliable and correct but the ministry can accept no responsibility if this should prove not to be so.
7. The Valuation is based on information presently available from the records in the Land registry and in the event that such records may be incomplete or not up to date, responsibility cannot be accepted for any resulting deficiency or inaccuracy in the information contained herein.
8. The valuation does not take into account any encumbrances that may be registered against the title.
9. It is the responsibility of the addressee to verify all legal aspects with the company lawyer.
10. Where the values assessed are given within particular terms of reference they should not be used outside such terms of reference. Except where it is specifically stated, the values shown in the Report should not be used for insurance purposes.
11. This valuation is invalid unless it is signed by the authorized Government Valuer(s).

## REPORT AND VALUATION

### 1. PLOT NUMBER:

L.R. NO 5056 - Kwale

### 2. DATE OF INSPECTION:

Viewing for appraisal was done between 28<sup>th</sup> February and 8<sup>th</sup> March, 2019.

### 3. LOCATION:

The property is situated within Ramisi area along Mombasa - Lungalunga highway. The specific villages covered include Kanana, Kidimu, Kiranze, Nguzo, Nikaphu and Mkono Wa Ndugu, within Pongwe-Kikoneni ward, Kwale County.

### 4. REGISTRATION DETAILS

#### a) Title:

The subject property is a Leasehold interest of 99 years from 01.06.2007, rent of Kshs 720,970/-, registered at the Mombasa Land Registry under the Registration of Titles Act Cap 281 Laws of Kenya (now repealed) and the registered owner being Kwale International Sugar Company Limited.

#### b) Area:

The subject plot measures one thousand nine hundred and seventeen decimal nought six (1,917.06) hectares, 4,737.06 acres approximately.

#### c) Encumbrances:

None registered against the title.

### 5. IMPROVEMENTS:

The buildings were classified in three main categories according to the materials used for construction i.e. Permanent, semi-permanent or temporary.

Most of the buildings and structures within the land were constructed from locally available materials, wood, sticks, makuti, and iron sheets. Majority of the structures were of makuti mud wall, makuti mutomo wall (wall constructed on stones plastered with mud- cement mixture), and iron

4U

sheets with mud wall. However, there were some semi-permanent and permanent houses that were affected while others were incomplete.

**Permanent:**

The walls were made of coral or masonry blocks. Roofs were predominantly CIS (Corrugated Iron Sheets). Majority had strip foundation and the floors were mainly finished in screed floor with very few in ceramic tiles.

**Semi-permanent:**

The walls were mainly constructed of mud but plastered or made of stones lined with a mixture of lime and mud (Mutomo).

**Temporary**

These included all the other structures which simply had thatched roof, mud floor and mud wall.

This classification ultimately had an impact on the unit cost applicable on each category. The unit rates for compensation of the affected building/structures have been estimated by consulting the local builders, contractors, local masons and dealers of building materials. The compensation rates provided were according to the current estimated cost of replacement in order to allow the owners rebuild their structures to the same standard of construction and materials.

**6. SERVICES**

Mains water and electricity were available for connection. Foul disposal was via pit latrine and in very few cases septic/soakage pits. Most access roads were all - weather. Some resident had sunk wells for water, and a few residents were connected to electricity.

**7. REMARKS**

The purpose of the exercise was to determine the values of the affected structures for compensation purposes.

In carrying out our valuation we laid emphasis of enhancing community participation right from the onset of the valuation process. We involved and sought the assistance of the local community representatives who

41


assisted in the assessment by accompanying the valuers, informing the  
people, helping in identifying the affected person and giving the  
necessary information.

The valuation was done for the improvements only. In our valuation we  
have used the cost replacement method whereby we have calculated the  
current cost of replacing the buildings. We have taken into consideration  
the fact that currently the costs have risen and it will be more expensive to  
bring them up to the current level. As for the old buildings and the grass  
matted houses, we have considered the fact that most of the materials  
are not re-usable and even though they are old, compensation should  
be done to enable the owners build up new structures but of the same  
materials.

Enclosed is the valuation summary for the affected parties.

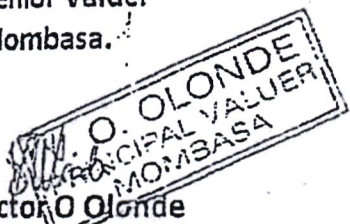
**8. VALUATION**

In consideration to all the significant factors affecting the value of the properties and terms of reference, we value the improvements on the above referenced parcels in sum of Kenya Shillings One Hundred and Seventy Million One Hundred Thousand (Kshs. 170,100,000.00).


  
Obadiah Onkendi  
B.A Land Econ. (Hon) Nbi; MISK  
Senior Valuer  
Mombasa.

Obadiah Onkendi  
Senior Valuer  
Mombasa

Jacinter Kore  
B. Real Estate (Hon) Nbi; GMISK.  
Senior Valuer  
Mombasa.

  
VICTOR O. OLONDE  
PRINCIPAL VALUER  
MOMBASA

Victor O Olonde  
B.A Land Econ(Hon)Nbi; Msc Real Estate (Glasgow)UK; RV; MISK;CIHM (UK).  
PRINCIPAL VALUER  
MOMBASA

  
Agnes K. Ndambu  
B.A Land Econ. (Hon) Nbi; MISK  
Ass. Director (VALUATION)  
KWALE

FOR: DIRECTOR LAND VALUATION



REPUBLIC OF KENYA

MINISTRY OF LANDS, PUBLIC WORKS, HOUSING AND URBAN DEVELOPMENT

---

MEETING WITH THE SENATE STANDING COMMITTEE ON JUSTICE, LEGAL AFFAIRS AND HUMAN RIGHTS

**Honorable Chair,**

Pursuant to a letter Ref No. SEN/DGAC/DGC/JLAHRC/2024/34(c) dated September 30, 2024, the Standing Committee on Justice, Legal Affairs and Human Rights invited the Cabinet Secretary, Ministry of Lands, Public Works, Housing and Urban Development for a meeting to deliberate on the petition by Mkupuo Network Awareness for implementation of an award by the Environment and Land Court for compensation and land resettlement on Tuesday, October 8, 2024.

In the petition, the committee is requested to;

- i. Intervene and ensure prompt payment of the Compensatory Funds by the Respondents as per page 88 of the *Report and Valuation for Ex-gratia Compensation*, a sum of Kenya Shillings One Hundred Seventy Million Only through their legal representatives.
- ii. Compel the Respondents to promptly clear the compensatory sum for the one village (Nikaphu) before embarking on a new valuation exercise of the remaining villages, which were not included in the valuation report. The legal representatives of the Petitioners are to participate in the exercise for purposes of oversight until its logical conclusion.
- iii. Intervene and ensure prompt resettlement of the squatters affected as directed in the court's decree, providing the Petitioners with at least five acres each to match the size the government had previously allocated to them. As in (ii) above, the legal representatives of the Petitioners are to participate.

**Response**

**Honorable Chair,**

The Government of Kenya allocated LR.No.5004/30/R to Kenya Sugar Company in early 1920's for a term of 999 years. The land comprised of 42,000

Acres (17,004 Hectares) and it was allocated for purposes of growing sugarcane on a commercial scale. The project was expected to provide employment and grow the National and local economies.

In 1960's, the Kenya Sugar Company went in to receivership. In 1969, Associated Company Limited (Ramisi Sugar Company) acquired it. In order to revive operations, Ramisi Sugar Company took a loan from the Bank of India using the land as collateral. After some time it defaulted on the loan.

The Government compulsorily acquired the land and allocated 27,000 Acres (10,931 Hectares) for squatter settlement. KISCOL retained 15,000 Acres (6,072 Hectares) which was surveyed as LR. 27742 measuring 15,030.1 Acres (6082.6 Hectares) for a term of 99 years from August 20, 2007. Settlement of squatters was to be done in three phases; Kwale/Ramisi Phase I, II and III.

**Honorable Chair**, in the same year, the first phase of settlement ( Kwale/ Ramisi Phase I) comprising 2,672.53 Hectares commenced on the following parcels;

1. LR. No.5056 (1906 Ha)
2. LR. No.5041 (368.05Ha)
3. LR. No.1080 ( 259.0Ha)
4. LR. No.5031 (129.3 Ha)

The scheme was set to accommodate 350 displaced families and 450 families from the host community.

**Honourable Chair**, whereas Kwale/ Ramisi Phase II & III were implemented successfully, Phase I did not take off.

The National Land Commission vide a letter Ref. NLC/CHAIRMAN/VOL.XII/72 dated September 15, 2015, sought approval from the National Treasury to allocate the following parcels of land to KISCOL. **Annexure 1** is a copy of the letter.

S/No.	LR No.	SIZE (Ha)
	5056	1,906
	5041	364
	1080	258
	5034	10
	1083	131
	5032	43
	1082	132
	5030	57
	1084	133
	GL.1	140
	GL.2	170

	5031	129
	<b>TOTAL</b>	<b>3,473</b>

The National Treasury vide a letter Ref. CONF/MOF 28/01/ dated November 3, 2015 approved the allocation of LR. No. 5056 to KISCOL. A copy of the letter is marked as **annexure 2**. The allocation of this parcel of land was subject to excision of 351 Hectares for public use. This was to cater for the following existing centres.

Kanana Educational Complex-	50.22ha	– LR No. 5056/1
Mkono wa Ndugu-	67.93ha	– LR No. 5056/2
Kanana Centre-	107ha	– LR No. 5056/3
Kidimu Village-	25.6ha	– LR No. 5056/4
Nikhapu Village-	100ha	– LR No. 5056/5

KISCOL retained 1519 Hectares – LR No. 5056/6- CR No. 73693. This allocation created an overlap with land that was meant for Kwale/Ramisi Phase 1 Settlement Scheme. Consequently, the scheme was put in abeyance.

**Honorable Chair**, squatters encroached into LR.No 27742 and the government compensated KISCOL with LR. No.5004/86 (957 Ha ) and LR.NO.12335/4 (2063.3 Ha) which were also encroached upon by squatters who went to court claiming ownership. Upon request by the Government, KISCOL agreed to surrender land for settlement which resulted to establishment of Ramisi II and III on LR Nos 5004/86 and 12335/4 which had previously been allocated to the Company.

**Honorable Chair**, the court, in petition No.14 of 2021 (Formerly MSA ELC Petition No. 43 of 2020) ordered that the Ministry of Lands in consultation with the National Land Commission to compensate and relocate genuine squatters to appropriately excised parcels and any other land as shall be further identified within 12 months with effect from January 27, 2023.

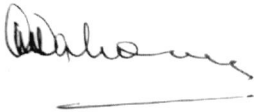
The National Land Commission vide a letter reference number NLC/CHAIRMAN/VOL.XXIV/28 dated January 9, 2019 had requested the Ministry for valuation of Nikaphu village for purposes of compensation. The valuation was done and a figure of Kshs 170,100,000/= was arrived at. **Annexure 3** is a copy of the valuation report. The Environment and Land Court adopted this figure in the aforementioned petition.

**Honorable Chair**, the Ministry is still in the process of identifying suitable land for the settlement of the petitioners in liaison with the Ministry of Interior and National Administration for identification of genuine squatters.

The issue of monetary compensation is still outstanding. The Ministry had anticipated that the liability for this undertaking lies with KISCOL since it is the one which effected the demolition. However, the Ministry will hold consultations with the National treasury for a solution to the matter.

The National Land Commission is better placed to give response regarding valuation for the other villages.

**Honourable Chair**, I submit.



HON. ALICE WAHOME, EGH  
**CABINET SECRETARY**

October 4, 2024

Annexure 3

REPUBLIC OF KENYA



MINISTRY OF LANDS

MINISTRY OF LANDS AND PHYSICAL PLANNING

Telegram

Telephone: 041/2312914

DEPARTMENT OF LANDS,

P.O. BOX 23,

KWALE.

Ref No. KWL/VAL.GEN/VOL 1/003

REPORT AND VALUATION

FOR

EX-GRATIA COMPENSATION

ON

LAND REFERENCE NUMBER (L.R.) 5056

SHIMONI/RAMISI AREA

KWALE COUNTY

TERMS OF REFERENCE

Acting on instructions from CHAIRMAN, NATIONAL LAND COMMISSION vide a letter ref no. NLC/CHAIRMAN/VOL.XXIV/28 dated 9<sup>th</sup> January, 2019. We have carried out the inspection of the above referenced property with a view of advising on its value for ex-gratia purposes.

Our report and valuation is as hereunder:

## LIMITING CONDITIONS

This Report and Valuation is subject to the following Limiting Conditions: -

1. The Report and Valuation or reference to it may be included in published documents, circulars or statements provided that prior written approval of the form and context in which it may appear has been obtained from Ministry of Lands and Physical Planning.
2. The responsibility of this Report and Valuation is limited to the Kwale International Sugar Co. Ltd.
3. While due care is taken to note significant building defects in the course of inspection, this is a Report and Valuation and not a structural survey and no guarantee is given in respect of rot, termite or pest infestation or any other defects whether exposed or unexposed.
4. Where market values are assessed, they reflect the full market value and no account is taken of any liability to taxation, fees, stamp duty, or the costs involved in effecting a sale or purchase.
5. The values assessed in this report are for the subject property and any allocation of values between parts of the property applies only in the terms of and for the purpose of this Report. The values assessed should not be used in conjunction with other assessment, as they may prove incorrect if so used.
6. Where it is stated in this Report that information has been supplied to the ministry by another party this information is believed to be reliable and correct but the ministry can accept no responsibility if this should prove not to be so.
7. The Valuation is based on information presently available from the records in the Land registry and in the event that such records may be incomplete or not up to date, responsibility cannot be accepted for any resulting deficiency or inaccuracy in the information contained herein.
8. The valuation does not take into account any encumbrances that may be registered against the title.
9. It is the responsibility of the addressee to verify all legal aspects with the company lawyer.
10. Where the values assessed are given within particular terms of reference they should not be used outside such terms of reference. Except where it is specifically stated, the values shown in the Report should not be used for insurance purposes.
11. This valuation is invalid unless it is signed by the authorized Government Valuer(s).

## REPORT AND VALUATION

### 1. PLOT NUMBER:

L.R. NO 5056 - Kwale

### 2. DATE OF INSPECTION:

Viewing for appraisal was done between 28<sup>th</sup> February and 8<sup>th</sup> March, 2019.

### 3. LOCATION:

The property is situated within Ramisi area along Mombasa - Lungalunga highway. The specific villages covered include Kanana, Kidimu, Kiranze, Nguzo, Nikaphu and Mkono Wa Ndugu, within Pongwe-Kikoneni ward, Kwale County.

### 4. REGISTRATION DETAILS

#### a) Title:

The subject property is a Leasehold interest of 99 years from 01.06.2007, rent of Kshs 720,970/-, registered at the Mombasa Land Registry under the Registration of Titles Act Cap 281 Laws of Kenya (now repealed) and the registered owner being Kwale International Sugar Company Limited.

#### b) Area:

The subject plot measures one thousand nine hundred and seventeen decimal nought six (1,917.06) hectares, 4,737.06 acres approximately.

#### c) Encumbrances:

None registered against the title.

### 5. IMPROVEMENTS:

The buildings were classified in three main categories according to the materials used for construction i.e. Permanent, semi-permanent or temporary.

Most of the buildings and structures within the land were constructed from locally available materials, wood, sticks, makuti, and iron sheets. Majority of the structures were of makuti mud wall, makuti mutomo wall (wall constructed on stones plastered with mud- cement mixture), and iron

40

sheets with mud wall. However, there were some semi-permanent and permanent houses that were affected while others were incomplete.

**Permanent:**

The walls were made of coral or masonry blocks. Roofs were predominantly CIS (Corrugated Iron Sheets). Majority had strip foundation and the floors were mainly finished in screed floor with very few in ceramic tiles.

**Semi-permanent:**

The walls were mainly constructed of mud but plastered or made of stones lined with a mixture of lime and mud (Mutomo).

**Temporary**

These included all the other structures which simply had thatched roof, mud floor and mud wall.

This classification ultimately had an impact on the unit cost applicable on each category. The unit rates for compensation of the affected building/structures have been estimated by consulting the local builders, contractors, local masons and dealers of building materials. The compensation rates provided were according to the current estimated cost of replacement in order to allow the owners rebuild their structures to the same standard of construction and materials.

**6. SERVICES**

Mains water and electricity were available for connection. Foul disposal was via pit latrine and in very few cases septic/soakage pits. Most access roads were all - weather. Some resident had sunk wells for water, and a few residents were connected to electricity.

**7. REMARKS**

The purpose of the exercise was to determine the values of the affected structures for compensation purposes.

In carrying out our valuation we laid emphasis of enhancing community participation right from the onset of the valuation process. We involved and sought the assistance of the local community representatives who

41


assisted in the assessment by accompanying the valuers, informing the populace, helping in identifying the affected person and giving the necessary information.

The valuation was done for the improvements only. In our valuation we have used the cost replacement method whereby we have calculated the current cost of replacing the buildings. We have taken into consideration the fact that currently the costs have risen and it will be more expensive to bring them up to the current level. As for the old buildings and the grass thatched houses, we have considered the fact that most of the materials may not be re-usable and even though they are old, compensation should be done to enable the owners build up new structures but of the same materials.

As attached is the valuation summary for the affected parties.

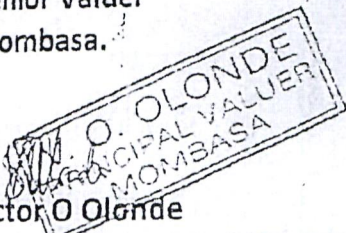
**8. VALUATION**

In consideration to all the significant factors affecting the value of the properties and terms of reference, we value the improvements on the above referenced parcels in sum of Kenya Shillings One Hundred and Seventy Million One Hundred Thousand (Kshs. 170,100,000.00).


  
Obadiah Onkendi  
B.A Land Econ. (Hon) Nbi; MISK  
Senior Valuer  
Mombasa.

Obadiah Onkendi  
Senior Valuer  
Mombasa

Jacinter Kore  
B. Real Estate (Hon) Nbi; GMISK.  
Senior Valuer  
Mombasa.

  
Victor O Olonde

B.A Land Econ(Hon)Nbi; Msc Real Estate (Glasgow)UK; RV; MISK;CIHM (UK).  
PRINCIPAL VALUER  
MOMBASA

  
Agnes K. Ndambu  
B.A Land Econ. (Hon) Nbi; MISK  
Ass. Director (VALUATION)  
KWALE

FOR: DIRECTOR LAND VALUATION



21  
Annexure 1  
44

**NATIONAL LAND COMMISSION**

Tel 0202718050  
Email [info@nlc.or.ke](mailto:info@nlc.or.ke)  
Website [www.nlc.or.ke](http://www.nlc.or.ke)

ARDHI HOUSE  
1<sup>st</sup> NGONG AVENUE  
P.O. Box 44417  
NAIROBI

REF: NLC/CHAIRMAN/VOL.XII/72

Date: 15th September, 2015

Mr. Henry K. Rotich  
Cabinet Secretary  
National Treasury  
Treasury Building  
**NAIROBI**

*Annexure*

Dear *Henry,*

**LAND ISSUES AFFECTING KWALE SUGAR PROJECT**

This matter has been with us since 2013. The chronology of issues is as follows:-

- KISCOL is undertaking the development of a sugar can plantation in Ramisi, Kwale County, where the defunct Ramisi Sugar factory was located.
- The Government reclaimed the land where the previous Ramisi Factory was situated (42,000 acres) and gave 15,000 acres of this to the KISCOL while the rest was set aside for relocation of squatters.
- The land leased to KISCOL has since been encroached upon by squatters, some of whom have moved to court to claim ownership of the portion allocated to KISCOL.
- There is also another portion of land allocated to KISCOL that was annexed by Base Titanium as part of their special mining lease.
- Having noted the squatter problem, the Government compensated KISCOL with other parcels of land (LR>NO.5004/86 and 87, LR.NO.12335/4, measuring 957 Hectares and 2063.3 hectares respectively) to cover for the portion inhabited by the squatters in the initial lease given.

- 41 45
- Even these portions compensated to KISCOL have also been encroached upon by squatters who also have gone to court to claim ownership.
  - The Government thereafter requested KISCOL to give up the parcels so encroached upon in return for alternative land as compensation.
  - The company started operations in December, 2014 but has been forced to shut down due to severe deficit of cane supply to the factory occasioned by the limited land acreage that can only sustain the factory for a period of four months.
  - Approximately 3400 Hectares (almost 8300 acres) has been encroached upon by squatters leaving the company with less than 6000 acres for cultivation.

It is important to note here that:-

- KISCOL was legally allocated the 15000 acres by the Government, through the Ministry of Agriculture in 2007.
- The Government owes the company the lost and/ or inaccessible land, and a commitment was made to this effect several times.
- In anticipation of the commitment and goodwill from the Government, KISCOL obliged when it was asked to surrender part of their land for squatters settlement.
- The sugar project has always been the mainstay of the Kwale region's economy since 1925 when the first sugar factory was put up. At the moment this industry appears to be the only viable and sustainable economic activity that provides jobs, and has potential to improve the livelihoods of local residents.
- The intended squatter settlement scheme known as Ramisi I stalled years back owing to many complaints over the list of beneficiaries and malpractices in its allocation. The land meant for this scheme lies largely vacant, and is situated close to the nuclears factory.
- Investor confidence needs to be harnessed in order for social, economic and land development to take place in Kwale.

As Government and as per the Constitution, we have to protect private and public property for the benefit of Kenyans.

46

## RECOMMENDATIONS

In view of the above analysis and observations, our recommendations are:-

- 1) The KISCOL project needs to be supported to gain access to the land acreage originally intended and allocated through as lease by the National Treasury. This does, and shall not, in any way interfere with the land already allocated to the squatters.
- 2) Given that negotiations have been completed between failed allottees of Ramisi I, those occupying the said lands, and the management of KISCOL, these should be compensated at the cost of the investor for them to vacate the identified parcels listed as:-

L.R. NO.	SIZE (HA)
5056	1906
5041	364
1080	258
5034	10
1083	131
5032	43
1082	132
5030	57
1084	133
GL1	140
GL2	170
5031	129
<b>TOTAL</b>	<b>3473</b>

- 3) Upon your concurrence, the NLC should go ahead to allocate the said parcels to the investor.

Let us have your views on this very pressing issues that has dragged on for unnecessary long.

Yours sincerely

*Muhammad*  
**MUHAMMAD A. SWAZURI, PhD, OGW**  
**CHAIRMAN, NATIONAL LAND COMMISSION**

4+

+

... ..  
... ..  
... ..  
... ..

# Africa Climate Summit

The Africa Climate Summit is a high-level congregation of African heads of State and Governments focused on climate change, hosted by H.E. President William S. Ruto of Kenya, co-convened with the Global Center on Adaptation, and organised in collaboration with the African Union Commission and the African Development Bank. This significant event will be held in Nairobi from 4-6 September 2023, coinciding with this year's Africa Climate Week, creating a powerful platform for collaboration and progress. During the in-person summit, six crucial thematic areas will be explored:

**Climate Finance**

**Climate Adaptation and Resilience**


**Mitigation and Green Growth**

**Loss & Damage**

**Climate Vulnerable groups**

**Research Innovation and Technology**

These focused discussions will pave the way for tangible solutions and actions.



The Summit will focus on delivering innovative green growth and climate finance solutions for Africa and the world. A central theme of the Summit is climate adaptation. There is an ever-present need to accelerate adaptation through stronger international climate finance for Africa. The Global Center on Adaptation (GCA) and the African Development Bank (AfDB), through the Africa Adaptation Acceleration Program (AAP), are mobilising US\$25 billion by 2025 for climate adaptation in the areas of food security, resilient infrastructure, climate finance, and youth employment. There is a need to promote the full realisation of the AAP by reinforcing national adaptation priorities and mobilising additional resources to fund those national priorities. Climate Adaptation Country Compacts will be launched during the Leaders Dialogue on Adaptation Action. The main objective of the Climate Adaptation Country Compacts is to increase adaptation investments in Africa, in the current context of frequent and intense adverse impacts of climate change on national economies.

The ubiquitous adverse effects associated with the current agri-food production systems, climate change and conflicts call for urgent actions to reduce climate risks associated with consumption and production patterns and ensure efficient use of resources in the preproduction, production, and value transformation stages of food chains. This entails designing appropriate interventions that respond to the challenges associated with the increase in forced displacement and migration from rural to urban areas, including refugees and internally displaced persons (IDPs) within and across borders, in part fuelled by climate change impacts on natural resources dependent sectors, such as drought in agriculture. Evidence-based innovations focusing on climate action in the realms of technology, finance, social and institutional structures are needed across agri-food systems. Underpinned by enabling and aligned sector policies, they also require appropriate legal, regulatory and institutional frameworks that lower entry barriers and/or stimulate public and private investments in innovative and inclusive climate financing mechanisms.

---